St. Cloud City Council Regular Meeting
Thursday, April 9, 2026
City Hall - Council Chambers
1300 9th Street
6:30 PM
Agenda

Welcome to our Council meeting. In the interest of time efficiency and ensuring that everyone who wishes to address the Council is given the opportunity to do so, the following will apply to all comments made by the public. Each speaker shall be allotted 3 minutes to address the Council, unless such time is extended by the Mayor or by questions from Council. Groups shall designate a spokesperson to avoid repetition of comments. Every effort will be made to avoid interrupting speakers. Thank you for participating in your City Government.

I. Call to Order

II. Invocation

III. Pledge of Allegiance

IV. Roll Call

- Mayor Chris Robertson
- Deputy Mayor Ken Gilbert
- Council Member Jennifer A. Paul
- Council Member Kolby Urban
- Council Member Shawn Fletcher

V. Agenda Update

To include continued or add-on items, corrections, and/or deletions of existing items as submitted by the City Manager.

VI. Presentations

- Proclamation in recognition of National Day of Prayer
- Proclamation in recognition of Fair Housing Month
- Presentation of Employee of the Month for the Month of April to Nicholas J. Schoettle

VII. Consent Agenda

The next portion of tonight's meeting is the consent agenda which contains items that have been determined to be routine and non-controversial. If anyone in the audience wishes to address a particular item on the consent agenda, now is the opportunity for you to do so. Additionally, if staff or members of the City Council wish to speak on a consent item, they have the same opportunity.

1. Resolution No. 2026-015R, a resolution of the City Council of the City of St. Cloud, Florida, amending Resolution No. 2025-115R adopted in accordance with Florida Statute 218.415 for adoption of an Investment Policy for administering Ordinance 2001-24 (City Charter Article V Section 2-150) and providing an effective date.
   COST: No cost associated with this item.
   This item is to amend the investment policy.

2. Resolution No. 2026-024R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing and directing the City Manager to declare items as obsolete, damaged, and/or surplus property and otherwise in the best interest of the City of St. Cloud.
   COST: No cost associated with this item.
   This item is to dispose of obsolete property.

3. Resolution No. 2026-027R, a resolution of the City Council of the City of St. Cloud, Florida, amending legal notice and advertising procedures for public hearings before the Zoning Board of Adjustment, Planning Commission, and City Council.
   COST: There is no cost associated with this item.
   This item is to amend the legal requirements for advertising public hearings.

4. Resolution No. 2026-033R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the utilization of Omnia Partners Contract No. 2024056-01, which is reasonable and otherwise in the best interest of the City of St. Cloud, whose subject matter is Information Technology Products, Services and other solutions, providing the award thereof to CDW-Government, and their authorized resellers, and providing an effective date.
   COST: Undetermined at this time as services are provided on an as-needed basis. This contract will be utilized by the IT Department for the purchase of Information Technology Products, Services and other Solutions, on an as-needed basis, from various approved and budgeted projects and expenditure accounts throughout the fiscal year.
   This item is to approve the purchase of computers, monitors, scanners, printers, and related IT equipment, services and other solutions from CDW-Government, LLC.

5. Resolution No. 2026-034R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the utilization of State of Florida DMS Alternate Contract Source No. 43230000-NASPO-16-ACS, which is reasonable and otherwise in the best interest of the City of St. Cloud, whose subject matter is Cloud Solutions, providing the award thereof to Carahsoft Technology Corporation, and providing an effective date.
   COST: Undetermined at this time as services are provided on an as-needed basis. This contract will be utilized by various departments for the purchase of IT related cloud and software solutions, on an as-needed basis from various approved and budgeted projects and expenditure accounts throughout the fiscal year.
   This item is to approve the purchase of cloud and software solutions from

Carahsoft Technology Corporation.

6. Resolution No. 2026-046R, a resolution of the City Council of the City of St. Cloud, Florida, approving amendments to the agreements between the City of St. Cloud and A. Bartlett Roofing and Construction Services, LLC, Advanced Roofing, Inc., APD Construction, LLC, Architectural Sheet Metal, Inc., BigKing Services, Central Florida Equity Builders, Ferrara Consultants and Space Age Roof Tech, LLC, Grove Construction, Hodges Brothers Roofing, LLC, Hurricane Roofing and Construction, Janja Group, LLC, MVB & Associates, Inc., Next Dimension Construction and Roofing, PRS, Inc., RMS Orlando, Inc., SEMCO Construction, Inc., Story Roofing, LLC, Tecta America Southeast, LLC, and United Construction Solutions for Roofing contractor services, and providing an effective date.
   COST: Undetermined at this time as services are provided on an "as-needed" basis. These contracts will be utilized by various departments on an as-needed basis from approved and budgeted expenditure accounts.
   This item is to approve amendments to agreements for roofing contractor services to increase the maximum aggregate of purchase orders to exceed $150,000.00 annually.

7. Resolution No. 2026-035R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the City Manager to enter into a task authorization to the contract and agreement for Roofing Contract Services with APD Construction LLC dated November 6, 2025 for Community Center Reroof, and any amendments thereto, and providing an effective date.
   COST: up to $209,096.40
   This item is to approve a task authorization with APD Construction LLC to replace the Community Center roof.

8. Resolution No. 2026-036R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the City Manager to enter into a task authorization to the contract and agreement for Roofing Contract Services with APD Construction LLC dated November 6, 2025 for Progress Lane Roof Replacement, and any amendments thereto, and providing an effective date.
   COST: up to $246,545.51
   This item is to approve a task authorization with APD Construction LLC for the complete removal and replacement of the existing roofing systems for the modular buildings located at 3101 Progress Lane.

9. Resolution No. 2026-039R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the City Manager to enter into an agreement with Goman York Property Advisers LLC., per Request for Qualifications (RFQ) 2025-209 Economic Development Consulting Services, and providing an effective date.
   COST: Undetermined at this time as goods and services are provided on a task authorization basis. These contracts will be utilized for consultant services on an as-needed basis for various approved projects and budgeted expenditure accounts.
   This item is to approve agreement with Goman York Property Advisers LLC.,

for RFQ No. 2025-209 Economic Development Consulting Services.

10. Resolution No. 2026-040R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the City Manager to enter into a task authorization to the contract and agreement for Continuing Professional Civil Engineering Services with Osceola Engineering, Inc. dated October 28, 2022 for Mutter Road Extension Design Scope, and any amendments thereto, and providing an effective date.
    COST: up to $199,250.00
    This item is to approve a task authorization with Osceola Engineering, Inc. for the design of Mutter Road Extension.

11. Resolution No. 2026-041R, a resolution of the City Council of the City of St. Cloud, Florida, determining the responsive bidders whose bids are reasonable and otherwise in the best interest of the City of St. Cloud, and the award thereof in regard to Invitation to Bid (ITB) No. 2026-004 to Baron International, LLC, DBA Baron Sign Manufacturing, D & H Moon, Inc., DBA Karma Sign, Don Bell Signs, LLC, i2Visual, Inc., Milli SNG, LLC/image360 South Orlando, International C&C Corporation, DBA International Sign, DBA Sign X-Press, OmniOne Media, LLC, and SSC Signs & Lighting, LLC, whose subject matter is Sign Fabrication and Installation Services, and providing an effective date.
    COST: Undetermined at this time as services are provided on an as-needed basis. This contract will be utilized by various departments for the purchase of sign fabrication and installation services on an as-needed basis, from various approved and budgeted projects and expenditure accounts throughout the fiscal year.
    This item is to authorize the City Manager to enter into agreements for sign fabrication and installation services.

12. Resolution No. 2026-042R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the City Manager to enter into a Task Authorization to the contract and agreement for Sign Fabrication and Installation Services with SSC Signs & Lighting, approved by resolution April 9, 2026, for the Wayfinding System Signs, and any amendment thereto, and providing an effective date.
    COST: up to $249,709.00
    This item is to approve a task authorization with SSC Signs & Lighting for the fabrication and installation of Wayfinding System Signs at multiple locations within the City of St. Cloud.

13. Resolution No. 2026-049R, a resolution of the City Council of the City of St. Cloud, Florida, entering into an agreement with Osceola County and Pulte Home Company, LLC for the design, engineering fees, actual construction costs, and conveyance of right-of-way of Bluebird Groves Parkway, a framework road adjacent to the Amelia Groves property boundary for mobility fee credits; authorizing the mayor to execute the agreement and providing an effective date.
    COST: The City agrees to provide Pulte Home Company, LLC, $1,725,390.92 in mobility fee credits for the design, permitting, and construction of Bluebird Groves Parkway, a framework road.

This item is to approve Resolution No. 2026-049R authorizing the Mayor to enter into a mobility fee credit agreement between Pulte Home Company, Osceola County, and the City of St. Cloud to provide mobility fee credits for the design, permitting, and construction of Bluebird Groves Parkway.

14. Resolution No. 2026-052R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the Mayor to enter into an agreement with Osceola County for the Transfer and Acceptance of Real Property for Hickory Tree Community Park, providing an effective date.
    COST: The city will be responsible for the maintenance of the park will be included in next next budget at an approximate cost of $253,000.
    This item is to authorize the Mayor to execute an Agreement between Osceola County and the City of St. Cloud.

15. Minutes: February 12, 2026 / Regular Meeting; February 19, 2026 / Workshop and March 12, 2026 / Regular Meeting

VIII. Citizens Forum

Any person who desires to comment on any item not on this agenda is provided this opportunity to address the City Council. Each person is requested to complete a sign-in form to be provided to the presiding officer prior to, or as soon as is practical thereafter, the person addresses the Council.

IX. Public Hearings

1. **PUBLIC HEARING FOR RESOLUTION NO. 2026-023R,** a resolution of the City Council of the City of St. Cloud, Florida, granting a conditional use for a "Private School" in the Single-Family Dwelling "R-1B" Zoning District on the +/- 2.45 acres of land known as Graceful Christian Academy, Project #CNU25-00008, located at 1215 Old Hickory Tree Road, as described in the body of this resolution. (Above is full title) **ACTION ON RESOLUTION NO. 2026-023R**

2. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-16**, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 44.33 acres identified as Chisholm Estates, Project # ANX25-00025, generally located north of Old Oak Trail, east of East Lake Tohopekaliga, south of Lillian Black Road, west of South Narcoossee Road; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes. (Above is full title) **ACTION ON ORDINANCE NO. 2026-16**

3. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-10,** an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 9.79 acres identified as Narcoossee and Starline, Project #ANX26-00001, generally located north of J Street, east of Twisted Branch Lane, south of Lillian Black Road, and west of South Narcoossee Road; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes.(Above is full title) **ACTION ON ORDINANCE NO. 2026-10**

4. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-11**, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation of approximately +/- 9.79 acres identified as Narcoossee and Starline, Project #CPA26-00001, generally located north of J Street, east of Twisted Branch Lane, south of Lillian Black Road, and west of South Narcoossee Road; from “LDR” Low Density Residential (County) to “COM” Commercial (City), providing for amending the official Future Land Use Map of the Comprehensive Plan, filing of the Planning Commission recommendation and proof of publication, applicability and effect, severability, copies on file and effective date. (Above is full title) **ACTION ON ORDINANCE NO. 2026-11**

5. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-12**, an ordinance of the City Council of the City of St. Cloud, Florida, providing for the Zoning Amendment of the Zoning Map of the Land Development Code of the City of St. Cloud, Florida, specifically changing the zoning designation of approximately +/- 9.79 acres identified as Narcoossee and Starline, Project #ZMA26-00001, from "AC" Agriculture and Conservation and “R-2” Rural Development (County) to "HB" Highway Business (City), generally located north of J Street, east of Twisted Branch Lane, south of Lillian Black Road, and west of South Narcoossee Road; providing for entering the designation on the official Zoning Map, filing of the Planning Commission recommendation and proof of publication, severability, and effective date. (Above is full title) **ACTION ON ORDINANCE NO. 2026-12** (This is a Quasi-Judicial proceeding)

6. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-13**, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 4.85 acres identified as Hickory Tree Road Community Center, Project #ANX25-00026, generally located north of Olive Mountain Bend, east of Old Hickory Tree Road, south of Nolte Road, and west of Hickory Tree Road; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes. (Above is full title)**ACTION ON ORDINANCE NO. 2026-13**

7. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-14**, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation of approximately +/- 4.85 acres identified as Hickory Tree Road Community Center, Project #CPA25-000016, generally located north of Olive Mountain Bend, east of Old Hickory Tree Road, south of Nolte Road, and west of Hickory Tree Road; from “CC” Community Center (County) to “CC” Community Center (City), providing for amending the official Future Land Use Map of the Comprehensive Plan, filing of the Planning Commission recommendation and proof of publication, applicability and effect, severability, copies on file and effective date. (Above is full title) **ACTION ON ORDINANCE NO. 2026-14**

8. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-15**, an ordinance of the City Council of the City of St. Cloud, Florida, providing for the Zoning Amendment of the Zoning Map of the Land Development Code of the City of St.

Cloud, Florida, specifically changing the zoning designation of approximately +/- 4.85 acres identified as Hickory Tree Road Community Center, Project #ZMA25-00020, from "CCC" Community Center Core (County) to "CCC" Community Center Core (City), generally located north of Olive Mountain Bend, east of Old Hickory Tree Road, south of Nolte Road, and west of Hickory Tree Road; providing for entering the designation on the official Zoning Map, filing of the Planning Commission recommendation and proof of publication, severability, and effective date. (Above is full title) **ACTION ON ORDINANCE NO. 2026-15** (This is a Quasi-Judicial proceeding)

9. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-06**, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 743.53 acres identified as Whaley Platt, Project #ANX25-00020, generally located north of Lake Tohopekaliga, east of Osceola Road, south of Kissimmee Park Road, and west of Lake Tohopekaliga Road; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes. (Above is full title) **ACTION ON ORDINANCE NO. 2026-06**

10. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-09**, an ordinance of the City Council of the City of St. Cloud, Florida, amending Article 13 Special Purpose Overlay Districts, Section 3.13.3, Entertainment District, amending Subsection C "Outside Consumption in the District" Subparagraph 1 "District Possession/Consumption Hours" revising the days and hours for the authorized consumption of alcoholic beverages within the Entertainment District; providing for conflict, severability, administrative correction, codification and publication and effective date.(Above is full title) **ACTION ON ORDINANCE NO. 2026-09**

11. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-17**, an ordinance of the City Council of the City of St. Cloud, Florida, Amending Chapter 3, Article 4, "Agricultural Zoning Districts"; Article 5, "Residential Zoning Districts"; and Article 14, "Use Regulations," Section 3.14.30 "Accessory Dwelling Units (ADU)" of the Land Development Code. Providing for severability, conflicts, codification, publication and an effective date.(Above is full title) **ACTION ON ORDINANCE NO. 2026-17**

12. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-18**, an ordinance of the City Council of the City of St. Cloud, Osceola County, Florida, amending chapter 24 "environment" article IX "open burning", section 24-308 "emergency prohibition of burning or use of fireworks and related actions" to define "dangerous environmental conditions"; providing for conflict, severability, administrative correction, codification, publication and effective date.(Above is full title) **ACTION ON ORDINANCE NO. 2026-18.**

13. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-19**, an ordinance of the City Council of the City of St. Cloud, Florida, prescribing the manner of holding the regular election to be held on the first Tuesday after the first Monday of November each election year, to wit: November 3, 2026 with a primary election on

August 18, 2026 (if required), pursuant to Chapter 20, Article 1, Section 20 of the Code of Ordinances of the City of St. Cloud, providing for an effective date. (Above is full title) **ACTION ON ORDINANCE NO. 2026-19**

X. Council Action

1. Resolution No. 2026-032R, a resolution of the City Council of the City of St. Cloud, Florida, prescribing the date of the election, the primary election (if necessary), the offices to be voted for, the nomination period for candidates, and the precinct locations.
   COST: No cost associated with this item.
   This item is to prescribe the dates for the 2026 Election.

2. Resolution No. 2026-045R, a resolution of the City Council of the City of St. Cloud, Florida, approving an Administrative Services Agreement with UMR Inc., a third party administrator for United Healthcare, and a Referenced-Based Pricing Agreement with HealthSCOPE Benefits, Inc. for the administration of the City of St. Cloud's self-funded health insurance plan with an effective date of October 1, 2026.
   COST: up to $261,308 estimated - paid per employee per month at $42.95 (Proposed FY26/27 Budget)
   This item is to approve two agreements for the administration of the City's self funded health insurance plan.

3. Resolution No. 2026-044R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the termination of that certain agreement dated July 28, 2021, effective October 1, 2021, between the City of St. Cloud and Cigna Health and Life Insurance Company, whose subject matter is Administrative Services Only Agreement, and providing an effective date.
   COST: No cost associated with this item.
   This item is to terminate the administrative services with Cigna Health and Life Insurance Company for the administration of the City's health insurance plan effective September 30, 2026.

4. Resolution No. 2026-051R a resolution of the City Council of the City of St. Cloud, Florida, creates a process to allow for individual City Council members to provide direct funds and to purchase tables at events of select organizations that directly benefit the citizens of St. Cloud.
   COST: There is no cost associated with this item.
   This is to approve a Council community empowerment Fund.

XI. First Readings and Introduction

The next items on the agenda are Ordinances before the Council for First Reading and Introduction for the sole purpose of the Council to authorize the publication of the ordinance for a final hearing. The Council will not take final action on the item tonight. Full presentations and public input on the ordinances will occur at the Final Hearing at which the Council will consider final action.

1. First Reading and Introduction for Ordinance No 2026-23, an ordinance of the City Council of the City of St. Cloud, Florida, amending St. Cloud City Code Chapter 8 "Animals," Section 8-7 "Exemption for Not-For-Profit Youth or Special Need Adult Organizations"; providing for severability; conflict; codification; publication and an effective date. (Above is full title) (Final Public Hearing will be heard on May 14, 2026) Action on Ordinance No. 2026-23

XII. City Attorney

XIII. City Manager

XIV. Mayor and Council Members

XV. Information Section and Report Section

- Friday, April 10, 2026 – Veteran's Council Meeting – 1:00 p.m., City Hall

  Thursday, April 16, 2026 – City Council Workshop – 2:30 p.m., City Hall, Council Chambers

  Thursday, May 14, 2026 – City Council Meeting – 6:30 p.m., City Hall, Council Chambers

Reports:
Warrant List #6 FY26

- Economic Development Advisory Committee Minutes January 21, 2026

XVI. Adjournment

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, such person will need a record of the proceedings and that, for such purpose, such person 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 based, and which record is not provided by the City of St. Cloud. (FS 286.0105) In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the Secretary/Clerk of the Committee/Board (listed below), with a written request at least 48 hours prior to the meeting. (FS 286.26) City Clerk Ivy Llauro, 1300 9th Street, St. Cloud, FL. Phone 407-957-7300

Proclamation

WHEREAS, America was founded on the principles of religious faith and freedom; And throughout the history of our state and nation, we have humbly prayed for guidance and comfort where needed, and have given thanks for the many blessings which God has graciously bestowed upon this nation since its inception; and

WHEREAS, prayer is regarded by millions as the most important utterance for mankind for its benefit and the National Day of Prayer is a day set aside by Congress for all Americans to pray and reaffirm the spiritual principles upon which this nation was founded; and

WHEREAS, in every state across America the observance of the National Day of Prayer will be held on Thursday, May 7, 2026, with the theme, ""Glorify God among the nations, seeking Him in all generations (1 Chronicles 16:24 NASB), and

WHEREAS, across our nation and the world on May 7, 2026, America will unite at specific times in prayer to acknowledge our dependence upon God, to ask forgiveness, mercy, grace, and wisdom as we are faced with unprecedented challenges. And to give thanks for the many blessings our country has received from Him, to recognize our need for personal and corporate renewal and moral values, to invoke God's wisdom and blessing upon our leaders, and ask God to heal and unite our city, state and nation during these difficult times.

NOW, THEREFORE, I, Ken Gilbert, Deputy Mayor of the City of St. Cloud, Florida, along with the City Council, do hereby proclaim Thursday, May 7, 2026, as

National Day of Prayer

In witness whereof I hereunto set my hand
and cause this seal to be affixed.

_____

Attest: _____

Date: _____

The City of St. Cloud, Florida

Proclamation

WHEREAS, April marks the anniversary of the passage of the federal Fair Housing Act of 1968, landmark legislation that prohibits discrimination in the sale, rental, and financing of housing based on race, color, religion, sex, disability, familial status, and national origin; and

WHEREAS, fair housing protections promote equal opportunity, expand access to housing, and help ensure that all residents can live in communities free from discrimination and barriers to opportunity; and

WHEREAS, diverse and inclusive neighborhoods strengthen our local economy, enhance educational and employment opportunities, and contribute to the overall quality of life for all residents; and

WHEREAS, local governments, housing providers, lenders, nonprofit organizations, and Osceola REALTORS® play a vital role in advancing fair housing education, outreach, and enforcement within our community; and

WHEREAS, Osceola REALTORS® are committed to upholding the principles of the Fair Housing Act through professional standards, advocacy, and ongoing education that promotes equal housing opportunities for all; and

WHEREAS, Fair Housing Month provides an opportunity to reaffirm our commitment to equal housing opportunity and to encourage all residents to learn about their rights and responsibilities under fair housing laws;

NOW, THEREFORE, I, Deputy Mayor Gilbert, do hereby proclaim the month of April as Fair Housing Month and encourage all residents, businesses, and community organizations to promote fair housing practices, celebrate diversity, and work together to ensure equal housing opportunities for all.

Fair Housing Month

In witness whereof I hereunto set my hand and cause this seal to be affixed.

_____

Attest: _____

Date: _____

Meeting: April 9, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-015R - Amending Investment Policy

Finance Agenda Item:
Resolution No. 2026-015R, a resolution of the City Council of the City of St. Cloud, Florida, amending Resolution No. 2025-115R adopted in accordance with Florida Statute 218.415 for adoption of an Investment Policy for administering Ordinance 2001-24 (City Charter Article V Section 2-150) and providing an effective date.
COST: No cost associated with this item.
This item is to amend the investment policy.

Strategic Key Focus Areas:
-1

Background Information:
In the process of enlisting the assistance of Professional Investment Management Services, a review of our current Investment Policy was done PFM and the suggested changes have been incorporated into the new Investment Policy Statement (IPS) and reviewed and approved by the Finance Director.

Legal Authority:
Florida Statute 218.415 for adoption of an investment policy for administering Ordinance 2001-24 (City Charter Article V Section 2-150).

Budget and Recommendation:
No cost associated with this request.

Staff recommends approval.

Finance Director's Comments:
Finance Director recommends **APPROVAL** of this item.

Procurement Director's Comments:
N/A

City Manager's Comments:
City Manager recommends approval

City Council Action:
Final Action - 04/09/2026

Attachments:

1. 2026-015R Resolution
2. 2026-015RCity of St. Cloud Investment Policy CLEAN COPY & LOGO
3. 2026- 015R Investment Policy Review by PFM
4. 2026-015RCity of St. Cloud Strikethrough Investment Policy Revision

RESOLUTION NUMBER 2026-015R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AMENDING RESOLUTION 2025-115R ADOPTED IN ACCORDANCE WITH FLORIDA STATUTE 218.415 FOR ADOPTION OF AN INVESTMENT POLICY FOR ADMINISTERING ORDINANCE 2001-24 (CITY CHARTER ARTICLE V SECTION 2-150) AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of St. Cloud approved Resolution 2025-115R on August 14, 2025, and

WHEREAS, changes have been made to update the Investment Policy approved by Resolution 2025-115R, to be in accordance with Florida Statute 218.415, and

WHEREAS, the City would like to amend and replace Resolution 2025-115R and replace it with the amended Investment Policy Statement attached, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Cloud, Florida, as follows:

SECTION I. The Investment Policy Statement for the City of St. Cloud is hereby amended as more particularly set forth in Exhibit " A".

SECTION II. All resolutions, codes, ordinances, or policies of the City of St. Cloud in conflict herewith are hereby repealed to the extent of the conflict.

SECTION III. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida, on the 9th day of April 2026.

CITY OF ST. CLOUD

_____

Christian B. Robertson, Mayor

ATTEST:

_____

Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED
de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP

_____

Daniel F. Mantzaris, City Attorney

Exhibit "A"

Investment Policy

Adopted April 9, 2026

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I. PURPOSE

The purpose of this Investment Policy (hereafter "policy") is to set forth the investment objectives and parameters for the management of public funds of the City of St. Cloud (hereinafter "City"). These policies are designed to ensure the prudent management of public funds, the availability of operating and capital funds when needed, and an investment return competitive with comparable funds and financial market indices.

II. SCOPE

In accordance with Section 218.415, Florida Statutes, this policy applies to all cash and investments held or controlled by the City with the exception of Pension Funds and Other Post Employment Benefit (OPEB) funds, or any funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds.

III. INVESTMENT OBJECTIVES

Safety of Principal

The foremost objective of this investment program is the safety of the principal of those funds within the portfolios. Investment transactions shall seek to keep capital losses at a minimum, whether they are from securities defaults or erosion of market value. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio for the calendar year.

Maintenance of Liquidity

The portfolios shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. Periodic cash flow analyses will be completed in order to ensure that the portfolios are positioned to provide sufficient liquidity.

Return on Investment

Investment portfolios shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. However, return can be achieved through active management where an Investment Advisor utilizes a total return strategy (which includes both realized and unrealized gains and losses in the portfolio). This total return strategy seeks to increase the value of the portfolio through reinvestment of income and capital gains. The core of investments is limited to relatively low-risk securities in anticipation of earning a fair return relative to the risk being assumed. Despite this, an Investment Advisor may trade to recognize a loss from time to time to achieve a perceived relative value based on its potential to enhance the total return of the portfolio.

IV. INVESTMENT DECISIONS

The City and investment advisor shall comply with the applicable requirements of Chapter 2023-28, Laws of Florida, including Section 218.415(24). The term "pecuniary factor" as used in this subsection means a factor that the City and investment advisor prudently determines is expected to have material effect on the risk or returns of investment based on appropriate investment horizons

consistent with applicable investment objectives and funding policy. The term does not include the consideration of the furtherance of any social, political, or ideological interests.

V. DELEGATION OF AUTHORITY

In accordance with the City Charter, the City Manager has delegated the responsibility for conducting investment transactions to the City Finance Director, who shall establish written procedures for the operation of the investment portfolio. The Finance Director shall ultimately be responsible for all transactions and shall establish a system of internal accounting and administrative controls to regulate the activities of employees as discussed in Section VII, including but not limited to, required periodic reporting of activities to the City Manager..

The City may retain an Investment Advisor to assist in managing some of the City's portfolios; hereafter referred to as "Investment Advisor." Such Investment Advisor must be registered with the U.S. Securities and Exchange Commission ("SEC") under the Investment Advisers Act of 1940.

VI. STANDARDS OF PRUDENCE

The standard of prudence to be used by investment officials shall be the "Prudent Person" standard and shall be applied in the context of managing the overall investment program. Investment officers acting in accordance with operational procedures and this policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported to the City Manager in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy. The "Prudent Person" rule states the following:

> Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

While the standard of prudence to be used by investment officials who are officers or employees is the "Prudent Person" standard, any person or firm hired or retained to invest, monitor, or advise concerning these assets shall be held to the higher standard of "Prudent Expert." The standard shall be that in investing and reinvesting monies and in acquiring, retaining, managing, and disposing of investments of these funds, an Investment Advisor shall exercise the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, to minimize the risk, considering the probable income as well as the probable safety of their capital.

VII. ETHICS AND CONFLICTS OF INTEREST

Employees involved in the investment process shall comply with all applicable ethics and conduct laws and shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. In accordance with the City's "Conflict of Interest Policy," employees involved in the investment process shall disclose any material financial interests in financial institutions that conduct business

with the City, and they shall further disclose any material personal financial/investment positions that could indicate that an apparent conflict of interest exists.

VIII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The Finance Director shall establish a system of internal controls and operational procedures that are in writing and made a part of the City's Administrative Procedures. The internal controls should be designed to prevent losses of funds, which might arise from fraud, employee error, and misrepresentation by third parties, or imprudent actions by employees.

The operational procedures should include reference to safekeeping, repurchase agreements, separation of transaction authority from accounting and recordkeeping, wire transfer agreements, banking service contracts, collateral/depository agreements and periodic reporting to the City Manager. No person may engage in an investment transaction except as authorized under the terms of this policy. Independent auditors, as a normal part of the annual financial audit of the City, shall conduct a review of the system of internal controls to ensure compliance with policies and procedures.

IX. CONTINUING EDUCATION

The Finance Director, Deputy Finance Director and any other appropriate staff as directed by the Finance Director, City Manager, or governing body, shall annually complete eight (8) hours of continuing education in subjects or courses of study related to investment practices and products.

X. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

Authorized City staff shall only purchase securities from financial institutions that are qualified as public depositories by the Chief Financial Officer of the State of Florida. In addition, institutions designated as "Primary Dealers" by the Federal Reserve Bank of New York, direct issuers of commercial paper and bankers' acceptances, or approved non-primary dealers.

All approved non-primary dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule) must provide the following information prior to executing investment trades with the City:

1. Annual financial statement, as well as most recent quarterly statement.
2. Regulatory history, through either the Office of the Comptroller of the Currency for dealer banks, or the Financial Industry Regulatory Authority, Inc. (FINRA) for securities firms.
3. Statement of any pending lawsuits materially affecting the firm's business.

Authorized City staff shall only enter into repurchase agreements with financial institutions that are state qualified public depositories and primary dealers as designated by the Federal Reserve Bank of New York.

An Investment Advisor shall utilize and maintain its own list of approved primary and non-primary dealers.

XI. MATURITY AND LIQUIDITY REQUIREMENTS

Operating Funds

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements. Investments of current operating funds (Short Term Portfolio) shall have maturities no longer than twelve (12) months.

Core Funds
Investments of reserves and other non-current operating funds ("core funds" or “Surplus Fund”) shall have a term appropriate to the need for funds, shall not exceed five and half (5.50) years from the date of settlement. In addition, the weighted average effective duration shall not exceed three (3) years

The maturities of the underlying securities of a repurchase agreement will follow the requirements of the Master Repurchase Agreement.

XII. RISK AND DIVERSIFICATION

Assets held shall be diversified to control risks resulting from over concentration of assets in a specific maturity, issuer, instruments, dealer, or bank through which these instruments are bought and sold. The Investment Committee shall determine diversification strategies within the established guidelines.

XIII. MASTER REPURCHASE AGREEMENT

The Finance Director will require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the Securities Industry and Financial Markets Association (SIFMA) Master Repurchase Agreement. All repurchase agreement transactions will adhere to requirements of the SIFMA Master Repurchase Agreement.

XIV. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

After the Finance Director or designated alternate or an Investment Advisor has determined the approximate maturity date based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) qualified banks and/or approved broker/dealers must be contacted and asked to provide bids/offers on securities in questions. Bids will be held in confidence until the bid deemed to best meet the investment objectives is determined and selected.

However, if obtaining bids/offers is not feasible and appropriate, securities may be purchased utilizing the comparison to current market price method on an exception basis. Acceptable current market price providers include, but are not limited to:

A. Tradeweb

B. Bloomberg Information Systems

C. Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing

D. Daily market pricing provided by the City’s custodian or their correspondent institutions.

The Finance Director or designated alternate or an Investment Advisor shall utilize the competitive bid process to select the securities to be purchased or sold. Selection by comparison to a current

market price, as indicated above, shall only be utilized when, in the judgment of the Finance Director or designated alternate or the Investment Advisor, competitive bidding would inhibit the selection process.

Examples of when this method may be used include:

A. When time constraints, due to unusual circumstances, preclude the use of the competitive bidding process

B. When no active market exists for the issue being traded due to the age or depth of the issue

C. When a security is unique to a single dealer, for example, a private placement

D. When the transaction involves new issues or issues in the "when issued" market

Overnight sweep repurchase agreements will not be bid but may be placed with the City's depository bank relating to the demand account for which the repurchase agreement was purchased.

XV. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

Investments should be made subject to the cash flow needs and such cash flows are subject to revisions as market conditions and the City's needs change. However, when the invested funds are needed, in whole or in part, for the purpose originally intended or for more optimal investments, the Finance Director may sell the investment at the then-prevailing market price and place the proceeds into the proper account at the City's custodian.

The following are the investment requirements and the maximum allocation limits on security types, issuers, and maturities as established by the City. The Finance Director shall have the option to further restrict investment percentages from time to time based on market conditions, risk, and diversification investment strategies. The percentage allocation requirements for investment types and issuers are calculated based on the original cost of each investment at the time of purchase. Investments not listed in this policy are prohibited.

In the event of a ratings downgrade of a security, the Investment Advisor(s) shall notify the Finance Director of such a decline in the required rating. The Investment Advisor(s) and the Finance Director will review the individual facts and circumstances of the situation and determine an appropriate course of action.

These investment guidelines apply to all funds governed by this Policy. Note however that the percentage allocation requirements do not apply to funds related to the issuance of debt.

Sector	Sector Maximum (%)	Per Issuer Maximum (%)	Minimum Ratings Requirement[1]	Maximum Maturity[7]
U.S. Treasury	100%	100%	N/A	5.50 Years (5.50 year avg. life[4] for GNMA)
GNMA		40%		
Other U.S. Government Guaranteed (e.g. AID, GTC)		10%		
Federal Agency/GSE: FNMA, FHLMC, FHLB, FFCB	75%	40%[4]	N/A	5.50 Years
Federal Agency/GSE other than those above		10%		
Supranationals where U.S. is a shareholder and voting member	25%	5%	Highest ST or Highest LT Rating Categories (A-1/P-1, AAA-/Aaa3, or equivalent)	5.50 Years
Corporates	50%[2]	5%[3]	Highest ST or Three Highest LT Rating Categories (A-1/P-1, A-/A3 or equivalent)	5.50 Years
Municipals	25%	5%	Highest ST or Three Highest LT Rating Categories (SP-1/MIG 1, A-/A3, or equivalent)	5.50 Years
Agency Mortgage-Backed Securities (MBS)	25%	40%[4]	N/A	5.50 Years Avg. Life[5]
Asset-Backed Securities (ABS)	25%	5%	Highest ST or LT Rating (A-1+/P-1, AAA/Aaa, or equivalent)	5.50 Years Avg. Life[5]
Non-Negotiable Certificate of Deposit and Savings Accounts	50%	25%	None, if fully collateralized.	1 Years
Commercial Paper (CP)	50%[2]	5%[3]	Highest ST Rating Category (A-1/P-1, or equivalent)	270 Days
Repurchase Agreements (Repo or RP)	25%	10%	Counterparty (or if the counterparty is not rated by an NRSRO, then the counterparty's parent) must be rated in the Highest ST Rating Category (A-1/P-1, or equivalent) If the counterparty is a Federal Reserve Bank, no rating is required	1 Year
Money Market Funds (MMFs)	50%	25%	Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf, or equivalent)	N/A
Intergovernmental Pools (LGIPs)	75%	50%	Highest Fund Quality and Volatility Rating Categories by all NRSROs, if rated (AAAm/AAAf, S1, or equivalent)	N/A
Fixed Income Mutual Funds & Exchange Traded Fund's (ETF's)	50%	25%[6]	N/A	N/A

Sector	Sector Maximum (%)	Per Issuer Maximum (%)	Minimum Ratings Requirement[1]	Maximum Maturity[7]
Florida Local Government Surplus Funds Trust Funds ("Florida Prime")	25%	N/A	Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf, or equivalent)	N/A

Notes:

[1] Rating by at least one Nationally Recognized Statistical Ratings Organization ("NRSRO"). ST=Short-term; LT=Long-term.

[2] Maximum allocation to all corporate and bank credit instruments is 50% combined.

[3] Maximum across all permitted investment sectors (excluding Treasuries, U.S. Federal Agencies, Agency MBS, Non-Negotiable CD's, Savings Accounts, Repos, Money Market Funds, Mutual Funds, LGIPs, and Florida Prime) is 5% combined per issuer.

[4] Maximum exposure to any one Federal agency, including the combined holdings of Agency debt and Agency MBS, is 40%.

[5] The maturity limit for MBS and ABS is based on the expected average life at time of purchase, measured using Bloomberg or other industry standard methods.

[6] Issuer limits applies per fund; the funds' underlying securities are excluded from the policy's investment restrictions.

[7] Maximum maturity from settlement date.

* Federal National Mortgage Association (FNMA); Federal Home Loan Mortgage Corporation (FHLMC); Federal Home Loan Bank or its District banks (FHLB); Federal Farm Credit Bank (FFCB).

1. **U.S. Treasury & Government Guaranteed -** U.S. Treasury obligations, and obligations the principal and interest of which are backed or guaranteed by the full faith and credit of the U.S. Government.

2. **Federal Agency/GSE -** Debt obligations, participations or other instruments issued or fully guaranteed by any U.S. Federal agency, instrumentality or government-sponsored enterprise (GSE).

3. **Supranationals –** U.S. dollar denominated debt obligations of a multilateral organization of governments where U.S. is a shareholder and voting member.

4. **Corporates –** U.S. dollar denominated corporate notes, bonds or other debt obligations issued or guaranteed by a domestic corporation, financial institution, non-profit, or other entity.

5. **Municipals –** Obligations, including both taxable and tax-exempt, issued or guaranteed by any State, territory or possession of the United States, political subdivision, public corporation, authority, agency board, instrumentality or other unit of local government of any State or territory.

6. **Agency Mortgage Backed Securities -** Mortgage-backed securities (MBS), backed by residential, multi-family or commercial mortgages, that are issued or fully guaranteed as to principal and interest by a U.S. Federal agency or government sponsored enterprise, including but not limited to pass-throughs, collateralized mortgage obligations (CMOs) and REMICs.

7. **Asset-Backed Securities -** Asset-backed securities (ABS) whose underlying collateral consists of loans, leases or receivables, including but not limited to auto loans/leases, credit card receivables, student loans, equipment loans/leases, or home-equity loans.

8. **Non-Negotiable Certificate of Deposit and Savings Accounts -** Non-negotiable interest bearing time certificates of deposit, or savings accounts in banks organized under the laws of this state or in national banks organized under the laws of the United States and doing business in this state,

provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.

9. **Commercial Paper –** U.S. dollar denominated commercial paper issued or guaranteed by a domestic corporation, company, financial institution, trust or other entity, including both unsecured debt and asset-backed programs.

10. **Repurchase Agreements -** Repurchase agreements (Repo or RP) that meet the following requirements:
    a. Must be governed by a written SIFMA Master Repurchase Agreement which specifies securities eligible for purchase and resale, and which provides the unconditional right to liquidate the underlying securities should the Counterparty default or fail to provide full timely repayment.
    b. Counterparty must be a Federal Reserve Bank, a Primary Dealer as designated by the Federal Reserve Bank of New York, or a nationally chartered commercial bank.
    c. Securities underlying repurchase agreements must be delivered to a third-party custodian under a written custodial agreement and may be of deliverable or tri-party form. Securities must be held in the City's custodial account or in a separate account in the name of the City.
    d. Acceptable underlying securities include only securities that are direct obligations of, or that are fully guaranteed by, the United States or any agency of the United States, or U.S. Agency-backed mortgage related securities.
    e. Underlying securities must have an aggregate current market value of at least 102% (or 100% if the counterparty is a Federal Reserve Bank) of the purchase price plus current accrued price differential at the close of each business day.
    f. Final term of the agreement must be 1 year or less.

11. **Money Market Funds -** Shares in open-end and no-load money market mutual funds, provided such funds are registered under the Investment Company Act of 1940 and operate in accordance with Rule 2a-7.

    A thorough investigation of any money market fund is required prior to investing, and on an annual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus must be obtained.

12. **Local Government Investment Pools –** State, local government or privately-sponsored investment pools that are authorized pursuant to state law.

    A thorough investigation of any intergovernmental investment pool is required prior to investing, and on an annual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus must be obtained.

13. **The Florida Local Government Surplus Funds Trust Funds ("Florida Prime")** A thorough investigation of the Florida Prime is required prior to investing, and on an annual basis. Attachment A is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus or portfolio report must be obtained.

Fixed Income Mutual Funds and Exchange Traded Fund's - Shares in open-end and no-load fixed income mutual funds or exchange-traded funds (ETF's).

General Investment and Portfolio Limits

1. General investment limitations:
    a. Investments must be denominated in U.S. dollars and issued for legal sale in U.S. markets.
    b. The minimum credit quality of any investment is A-/A3 long-term, or A-1/P-1 short-term, or its equivalent, by at least one SEC-registered Nationally Recognized Statistical Ratings Organization ("NRSRO"), at time of purchase.
    c. All limits and rating requirements apply at time of purchase.
    d. Should a security fall below the minimum credit rating requirement for purchase, an Investment Advisor would notify the Finance Director and/or the Finance Director will notify the City Manager.
    e. The maximum maturity (or average life for MBS/ABS) of any investment is 5.50 years. Maturity and average life are measured from settlement date. The final maturity date can be based on any mandatory call, put, pre-refunding date, or other mandatory redemption date.
2. General portfolio limitations:
    a. The maximum effective duration of the aggregate portfolio is 3 years.
3. Investment in the following are permitted, provided they meet all other policy requirements:
    a. Callable, step-up callable, called, pre-refunded, putable and extendable securities, as long as the effective final maturity meets the maturity limits for the sector
    b. Variable-rate and floating-rate securities
    c. Subordinated, secured and covered debt, if it meets the ratings requirements for the sector
    d. Zero coupon issues and strips, excluding agency mortgage-backed Interest-only structures (I/Os)
    e. Treasury TIPS
4. The following are **NOT PERMITTED** investments, unless specifically authorized by statute and with prior approval of the governing body**:**
    a. Trading for speculation
    b. Derivatives
    c. Mortgage-backed interest-only structures (I/Os)
    d. Inverse or leveraged floating-rate and variable-rate instruments
    e. Currency, equity, index and event-linked notes (e.g. range notes), or other structures that could return less than par at maturity
    f. Private placements and direct loans, except as commonly transacted by institutional investors (such as under Rule 144A or 4(2) commercial paper) and for which the investor meets the relevant requirements of being an accredited investor or qualified institutional buyer (QIB)
    g. Convertible, high yield, and non-U.S. dollar denominated debt
    h. Short sales
    i. Use of leverage
    j. Futures and options
    k. Mutual funds, other than fixed-income mutual funds, ETFs, and money market funds
    l. Equities, commodities, currencies and hard assets

XVI. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS

Investment in any derivative products or the use of reverse repurchase agreements is prohibited, unless otherwise stated in Section XIV. Authorized Investments and Portfolio Composition. A "derivative" is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values. For example, this includes, but is not limited to, the following: Options, Forward Contracts, Futures, Stripped Mortgage-Backed Securities, Structured Notes and Swaps.

XVII. PERFORMANCE MEASUREMENTS

In order to assist in the evaluation of the portfolio's performance, the City will use performance benchmarks for short-term and long-term portfolios. The use of benchmarks will allow the City to measure its returns against other investors in the same markets.

A. The Short-Term Portfolio's benchmark is the S&P Rated GIP All Index 30-Day Gross of Fees Yield and will be compared to the portfolio's net book value rate of return.

B. Investment performance of funds designated as core funds (or "Investment Portfolio") and other non-operating funds that have a longer-term investment horizon will be compared to the ICE BofA 1-3 Year U.S. Treasury Note Index or ICE BofA 1-5 Year U.S. Treasury Note Index. The appropriate index will have a duration and asset mix that approximates the portfolios and will be utilized as a benchmark to be compared to the portfolio's total rate of return. Or any other benchmark, should one be deemed more appropriate by the City's Investment Committee.

C. Other indices may be used from time to time to measure the portfolio performance by approval of the Finance Director.

XVIII. INVESTMENT COMMITTEE

There is hereby established an Investment Committee for the purpose of formulating alternative investment strategies and short-range directions and for monitoring the performance and structure of the portfolio within established policies. The committee will formulate and recommend change, if necessary, to the investment policies. Members of the committee shall include the Finance Director or designated alternate, City Manager or designated alternate, Deputy City Manager or designated alternate, the Deputy Finance Director or designated alternate, and Senior Accountant or designated alternate. The Investment Committee will meet on a quarterly basis or as needed.

During any time in which the City retains an Investment Advisor for investment management and advisory services, the Investment Committee, if established and active, shall not be required to meet unless otherwise directed by the Finance Director, City Manager or governing body.

XIX. REPORTING

The Finance Director shall provide the Investment Committee with quarterly investment reports. Schedules in the quarterly report should include the following:

A. A listing of individual securities held at the end of the reporting period

B. Percentage of available funds represented by each investment type

C. Coupon, discount or earning rate

D. Average life or duration and final maturity of all investments

E. Par value and market value

On an annual basis, the Finance Director shall prepare and submit to the City Council a written report on all invested funds. The annual report shall provide all, but not limited to, the following: a complete list of all invested funds, name or type of security in which the funds are invested, the amount invested, the maturity date, income earned, the book value, the market value and the yield on each investment.

The annual report will show performance on both a book value and total rate of return basis and will compare the results to the above-stated performance benchmarks. All investments shall be reported at fair value per Government Accounting Standards Board (GASB) standards. Investment reports shall be available to the public.

XX. THIRD-PARTY CUSTODIAL AGREEMENTS

Securities, with the exception of certificates of deposits, shall be held with a third-party custodian; and all securities purchased by, and all collateral obtained by the City should be properly designated as an asset of the City. The securities must be held in an account separate and apart from the assets of the financial institution. A third-party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida as defined in Chapter 658.12, Florida Statutes, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the Finance Director and which authorization has been provided, in writing, to the custodian. Only a duly authorized person shall be permitted to withdraw securities, in whole or in part, from the custodian. The custodian shall provide the Finance Director with safekeeping receipts that provide detail information on the securities held by the custodian. Security transactions between a broker/dealer and the custodian involving the purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. Securities held as collateral shall be held free and clear of any liens.

XXI INVESTMENT POLICY ADOPTION

This policy shall be adopted by a City resolution. The Finance Director shall review the policy annually and the City Council shall approve any modification made thereto.

APPROVED AND ADOPTED BY CITY COUNCIL ON April 9, 2026.

ATTACHMENT A
Glossary of Cash and Investment Management Terms

The following is a glossary of key investing terms, many of which appear in the City of St. Cloud's investment policy. This glossary clarifies the meaning of investment terms generally used in cash and investment management. This glossary has been adapted from the GFOA Sample Investment Policy and the Association of Public Treasurers of the United States and Canada's Model Investment Policy.

Accrued Interest. Interest earned but which has not yet been paid or received.

Agency. See "Federal Agency Securities."

Ask Price. Price at which a broker/dealer offers to sell a security to an investor. Also known as "offered price."

Asset Backed Securities (ABS). A fixed-income security backed by notes or receivables against assets other than real estate. Generally issued by special purpose companies that "own" the assets and issue the ABS. Examples include securities backed by auto loans, credit card receivables, home equity loans, manufactured housing loans, farm equipment loans, and aircraft leases.

Average Life. The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

Bankers' Acceptance (BA's). A draft or bill of exchange drawn upon and accepted by a bank. Frequently used to finance shipping of international goods. Used as a short-term credit instrument, bankers' acceptances are traded at a discount from face value as a money market instrument in the secondary market on the basis of the credit quality of the guaranteeing bank.

Basis Point. One hundredth of one percent, or 0.01%. Thus 1% equals 100 basis points.

Bearer Security. A security whose ownership is determined by the holder of the physical security. Typically, there is no registration on the issuer's books. Title to bearer securities is transferred by delivery of the physical security or certificate. Also known as "physical securities."

Benchmark Bills: In November 1999, FNMA introduced its Benchmark Bills program, a short-term debt securities issuance program to supplement its existing discount note program. The program includes a schedule of larger, weekly issues in three- and six-month maturities and biweekly issues in one-year for Benchmark Bills. Each issue is brought to market via a Dutch (single price) auction. FNMA conducts a weekly auction for each Benchmark Bill maturity and accepts both competitive and non-competitive bids through a web based auction system. This program is in addition to the variety of other discount note maturities, with rates posted on a daily basis, which FNMA offers. FNMA's Benchmark Bills are unsecured general obligations that are issued in book-entry form through the Federal Reserve Banks. There are no periodic payments of interest on Benchmark Bills, which are sold at a discount from the principal amount and payable at par at maturity. Issues under the Benchmark program constitute the same credit standing as other FNMA discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Benchmark Notes/Bonds: Benchmark Notes and Bonds are a series of FNMA "bullet" maturities (non-callable) issued according to a pre-announced calendar. Under its Benchmark Notes/Bonds program, 2, 3, 5, 10, and 30-year maturities are issued each quarter. Each Benchmark Notes new issue has a minimum size of $4 billion, 30-year new issues having a minimum size of $1 billion, with re-openings based on investor demand to further enhance liquidity. The amount of non-callable issuance has allowed FNMA to build a yield curve in Benchmark Notes and Bonds in maturities ranging from 2 to 30 years. The liquidity

emanating from these large size issues has facilitated favorable financing opportunities through the development of a liquid overnight and term repo market. Issues under the Benchmark program constitute the same credit standing as other FNMA issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Benchmark. A market index used as a comparative basis for measuring the performance of an investment portfolio. A performance benchmark should represent a close correlation to investment guidelines, risk tolerance, and duration of the actual portfolio's investments.

Bid Price. Price at which a broker/dealer offers to purchase a security from an investor.

Bond. Financial obligation for which the issuer promises to pay the bondholder (the purchaser or owner of the bond) a specified stream of future cash-flows, including periodic interest payments and a principal repayment.

Book Entry Securities. Securities that are recorded in a customer's account electronically through one of the financial markets electronic delivery and custody systems, such as the Fed Securities wire, DTC, and PTC

(as opposed to bearer or physical securities). The trend is toward a certificate-free society in order to cut down on paperwork and to diminish investors' concerns about the certificates themselves. The vast majority of securities are now book entry securities.

Book Value. The value at which a debt security is reflected on the holder's records at any point in time. Book value is also called "amortized cost" as it represents the original cost of an investment adjusted for amortization of premium or accretion of discount. Also called "carrying value." Book value can vary over time as an investment approaches maturity and differs from "market value" in that it is not affected by changes in market interest rates.

Broker/Dealer. A person or firm transacting securities business with customers. A "broker" acts as an agent between buyers and sellers, and receives a commission for these services. A "dealer" buys and sells financial assets from its own portfolio. A dealer takes risk by owning inventory of securities, whereas a broker merely matches up buyers and sellers. See also "Primary Dealer."

Bullet Notes/Bonds. Notes or bonds that have a single maturity date and are non-callable.

Call Date. Date at which a call option may be or is exercised.

Call Option. The right, but not the obligation, of an issuer of a security to redeem a security at a specified value and at a specified date or dates prior to its stated maturity date. Most fixed-income calls are a par, but can be at any previously established price. Securities issued with a call provision typically carry a higher yield than similar securities issued without a call feature. There are three primary types of call options (1) European - one-time calls, (2) Bermudan - periodically on a predetermined schedule (quarterly, semi-annual, annual), and (3) American - continuously callable at any time on or after the call date. There is usually a notice period of at least 5 business days prior to a call date.

Callable Bonds/Notes. Securities which contain an imbedded call option giving the issuer the right to redeem the securities prior to maturity at a predetermined price and time.

Certificate of Deposit (CD). Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity). Can be as long as 10 years to maturity, but most CDs purchased by public agencies are one year and under.

Collateral. Investment securities or other property that a borrower pledges to secure repayment of a loan, secure deposits of public monies, or provide security for a repurchase agreement.

Collateralization. Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.

Collateralized Mortgage Obligation (CMO). A security that pools together mortgages and separates them into short, medium, and long-term positions (called tranches). Tranches are set up to pay different rates of interest depending upon their maturity. Interest payments are usually paid monthly. In "plain vanilla" CMOs, principal is not paid on a tranche until all shorter tranches have been paid off. This system provides interest and principal in a more predictable manner. A single pool of mortgages can be carved up into numerous tranches each with its own payment and risk characteristics.

Commercial Paper. Short term unsecured promissory note issued by a company or financial institution. Issued at a discount and matures for par or face value. Usually a maximum maturity of 270 days and given a short-term debt rating by one or more NRSROs.

Convexity. A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

Corporate Note. A debt instrument issued by a corporation with a maturity of greater than one year and less than ten years.

Counterparty. The other party in a two party financial transaction. "Counterparty risk" refers to the risk that the other party to a transaction will fail in its related obligations. For example, the bank or broker/dealer in a repurchase agreement.

Coupon Rate. Annual rate of interest on a debt security, expressed as a percentage of the bond's face value.

Current Yield. Annual rate of return on a bond based on its price. Calculated as (coupon rate / price), but does not accurately reflect a bond's true yield level.

Custody. Safekeeping services offered by a bank, financial institution, or trust company, referred to as the "custodian." Service normally includes the holding and reporting of the customer's securities, the collection and disbursement of income, securities settlement, and market values.

Dealer. A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his/her own account.

Delivery Versus Payment (DVP). Settlement procedure in which securities are delivered versus payment of cash, but only after cash has been received. Most security transactions, including those through the Fed Securities Wire system and DTC, are done DVP as a protection for both the buyer and seller of securities.

Depository Trust Company (DTC). A firm through which members can use a computer to arrange for securities to be delivered to other members without physical delivery of certificates. A member of the Federal Reserve System and owned mostly by the New York Stock Exchange, the Depository Trust Company uses computerized debit and credit entries. Most corporate securities, commercial paper, CDs, and BAs clear through DTC.

Derivatives. (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates,

foreign exchange rates, equities, or commodities). For hedging purposes, common derivatives are options, futures, interest rate swaps, and swaptions.

Derivative Security. Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Designated Bond. FFCB's regularly issued, liquid, non-callable securities that generally have a 2 or 3 year original maturity. New issues of Designated Bonds are $1 billion or larger. Re-openings of existing Designated Bond issues are generally a minimum of $100 million. Designated Bonds are offered through a syndicate of two to six dealers. Twice each month the Funding Corporation announces its intention to issue a new Designated Bond, reopen an existing issue, or to not issue or reopen a Designated Bond. Issues under the Designated Bond program constitute the same credit standing as other FFCB issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Discount Notes. Unsecured general obligations issued by Federal Agencies at a discount. Discount notes mature at par and can range in maturity from overnight to one year. Very large primary (new issue) and secondary markets exist.

Discount Rate. Rate charged by the system of Federal Reserve Banks on overnight loans to member banks. Changes to this rate are administered by the Federal Reserve and closely mirror changes to the "fed funds rate."

Discount Securities. Non-interest bearing money market instruments that are issued at discount and redeemed at maturity for full face value. Examples include: U.S. Treasury Bills, Federal Agency Discount Notes, Bankers' Acceptances, and Commercial Paper.

Discount. The amount by which a bond or other financial instrument sells below its face value. See also "Premium."

Diversification. Dividing investment funds among a variety of security types, maturities, industries, and issuers offering potentially independent returns.

Dollar Price. A bond's cost expressed as a percentage of its face value. For example, a bond quoted at a dollar price of 95 ½, would have a principal cost of $955 per $1,000 of face value.

Duff & Phelps. One of several NRSROs that provide credit ratings on corporate and bank debt issues.

Duration. The weighted average maturity of a security's or portfolio's cash-flows, where the present values of the cash-flows serve as the weights. The greater the duration of a security/portfolio, the greater its percentage price volatility with respect to changes in interest rates. Used as a measure of risk and a key tool for managing a portfolio versus a benchmark and for hedging risk. There are also different kinds of duration used for different purposes (e.g. MacAuley Duration, Modified Duration).

Fannie Mae. See "Federal National Mortgage Association."

Fed Money Wire. A computerized communications system that connects the Federal Reserve System with its member banks, certain U. S. Treasury offices, and the Washington D.C. office of the Commodity Credit Corporation. The Fed Money Wire is the book entry system used to transfer cash balances between banks for themselves and for customer accounts.

Fed Securities Wire. A computerized communications system that facilitates book entry transfer of securities between banks, brokers and customer accounts, used primarily for settlement of U.S. Treasury and Federal Agency securities.

Fed. See "Federal Reserve System."

Federal Agency Security. A debt instrument issued by one of the Federal Agencies. Federal Agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Federal Agency. Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets. The largest Federal Agencies are GNMA, FNMA, FHLMC, FHLB, FFCB, SLMA, and TVA.

Federal Deposit Insurance Corporation (FDIC). Federal agency that insures deposits at commercial banks, currently to a limit of $250,000 per depositor per bank.

Federal Farm Credit Bank (FFCB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system that is a network of cooperatively-owned lending institutions that provides credit services to farmers, agricultural cooperatives and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-affiliated businesses. Consists of the consolidated operations of the Banks for Cooperatives, Federal Intermediate Credit Banks, and Federal Land Banks. Frequent issuer of discount notes, agency notes and callable agency securities. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and agricultural industry. Also issues notes under its “designated note” program.

Federal Funds (Fed Funds). Funds placed in Federal Reserve Banks by depository institutions in excess of current reserve requirements, and frequently loaned or borrowed on an overnight basis between depository institutions.

Federal Funds Rate (Fed Funds Rate). The interest rate charged by a depository institution lending Federal Funds to another depository institution. The Federal Reserve influences this rate by establishing a "target" Fed Funds rate associated with the Fed's management of monetary policy.

Federal Home Loan Bank System (FHLB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system, consisting of wholesale banks (currently twelve district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its “global note” and “TAP” programs.

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities, and MBS. Also issues notes under its “reference note” program.

Federal National Mortgage Association (FNMA or "Fannie Mae"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed

by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its "benchmark note" program.

Federal Reserve Bank. One of the 12 distinct banks of the Federal Reserve System.

Federal Reserve System (the Fed). The independent central bank system of the United States that establishes and conducts the nation's monetary policy. This is accomplished in three major ways: (1) raising or lowering bank reserve requirements, (2) raising or lowering the target Fed Funds Rate and Discount Rate, and (3) in open market operations by buying and selling government securities. The Federal Reserve System is made up of twelve Federal Reserve District Banks, their branches, and many national and state banks throughout the nation. It is headed by the seven member Board of Governors known as the "Federal Reserve Board" and headed by its Chairman.

Financial Industry Regulatory Authority, Inc. (FINRA). A private corporation that acts as a self-regulatory organization (SRO). FINRA is the successor to the National Association of Securities Dealers, Inc. (NASD). Though sometimes mistaken for a government agency, it is a non-governmental organization that performs financial regulation of member brokerage firms and exchange markets. The government also has a regulatory arm for investments, the Securities and Exchange Commission (SEC).

Fiscal Agent/Paying Agent. A bank or trust company that acts, under a trust agreement with a corporation or municipality, in the capacity of general treasurer. The agent performs such duties as making coupon payments, paying rents, redeeming bonds, and handling taxes relating to the issuance of bonds.

Fitch Investors Service, Inc. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Floating Rate Security (FRN or "floater"). A bond with an interest rate that is adjusted according to changes in an interest rate or index. Differs from variable-rate debt in that the changes to the rate take place immediately when the index changes, rather than on a predetermined schedule. See also "Variable Rate Security."

Freddie Mac. See "Federal Home Loan Mortgage Corporation."

Ginnie Mae. See "Government National Mortgage Association."

Global Notes: Notes designed to qualify for immediate trading in both the domestic U.S. capital market and in foreign markets around the globe. Usually large issues that are sold to investors worldwide and therefore have excellent liquidity. Despite their global sales, global notes sold in the U.S. are typically denominated in U.S. dollars.

Government National Mortgage Association (GNMA or "Ginnie Mae"). One of the large Federal Agencies. Government-owned Federal Agency that acquires, packages, and resells mortgages and mortgage purchase commitments in the form of mortgage-backed securities. Largest issuer of mortgage pass-through securities. GNMA debt is guaranteed by the full faith and credit of the U.S. government (one of the few agencies that are actually full faith and credit of the U.S. government).

Government Securities. An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, Bonds, and SLGS."

Government Sponsored Enterprise (GSE). Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the

economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. government, but they are not direct obligations of the U.S. government. For this reason, these securities will offer a yield premium over U.S. Treasuries. Examples of GSEs include: FHLB, FHLMC, FNMA, and SLMA.

Government Sponsored Enterprise Security. A security issued by a Government Sponsored Enterprise. Considered Federal Agency Securities.

Index. A compilation of statistical data that tracks changes in the economy or in financial markets.

Interest-Only (IO) STRIP. A security based solely on the interest payments from the bond. After the principal has been repaid, interest payments stop and the value of the security falls to nothing. Therefore, IOs are considered risky investments. Usually associated with mortgage-backed securities.

Internal Controls. An internal control structure ensures that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

1. **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.

2. **Separation of transaction authority from accounting and record keeping** - A separation of duties is achieved by separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction.

3. **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.

4. **Avoidance of physical delivery securities** - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.

5. **Clear delegation of authority to subordinate staff members** - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.

6. **Written confirmation of transactions for investments and wire transfers** - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.

7. **Development of a wire transfer agreement with the lead bank and third-party custodian** - The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

Inverse Floater. A floating rate security structured in such a way that it reacts inversely to the direction of interest rates. Considered risky as their value moves in the opposite direction of normal fixed-income investments and whose interest rate can fall to zero.

Investment Advisor. A company that provides professional advice managing portfolios, investment recommendations, and/or research in exchange for a management fee.

Investment Adviser Act of 1940. Federal legislation that sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

Investment Grade. Bonds considered suitable for preservation of invested capital, including bonds rated a minimum of Baa3 by Moody's, BBB- by Standard & Poor's, or BBB- by Fitch. Although "BBB" rated bonds are considered investment grade, most public agencies cannot invest in securities rated below "A."

Liquidity. Relative ease of converting an asset into cash without significant loss of value. Also, a relative measure of cash and near-cash items in a portfolio of assets. Additionally, it is a term describing the marketability of a money market security correlating to the narrowness of the spread between the bid and ask prices.

Local Government Investment Pool (LGIP). An investment by local governments in which their money is pooled as a method for managing local funds, (e.g., Florida State Board of Administration's Florida Prime Fund).

Long-Term Core Investment Program. Funds that are not needed within a one-year period.

Market Value. The fair market value of a security or commodity. The price at which a willing buyer and seller would pay for a security.

Mark-to-market. Adjusting the value of an asset to its market value, reflecting in the process unrealized gains or losses.

Master Repurchase Agreement. A widely accepted standard agreement form published by the Securities Industry and Financial Markets Association (SIFMA) that is used to govern and document Repurchase Agreements and protect the interest of parties in a repo transaction.

Maturity Date. Date on which principal payment of a financial obligation is to be paid.

Medium Term Notes (MTN's). Used frequently to refer to corporate notes of medium maturity (5-years and under). Technically, any debt security issued by a corporate or depository institution with a maturity from 1 to 10 years and issued under an MTN shelf registration. Usually issued in smaller issues with varying coupons and maturities, and underwritten by a variety of broker/dealers (as opposed to large corporate deals issued and underwritten all at once in large size and with a fixed coupon and maturity).

Money Market. The market in which short-term debt instruments (bills, commercial paper, bankers' acceptance, etc.) are issued and traded.

Money Market Mutual Fund (MMF). A type of mutual fund that invests solely in money market instruments, such as: U.S. Treasury bills, commercial paper, bankers' acceptances, and repurchase agreements. Money market mutual funds are registered with the SEC under the Investment Company Act of 1940 and are subject to "rule 2a-7" which significantly limits average maturity and credit quality of holdings. MMF's are managed to maintain a stable net asset value (NAV) of $1.00. Many MMFs carry ratings by a NRSRO.

Moody's Investors Service. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Mortgage Backed Securities (MBS). Mortgage-backed securities represent an ownership interest in a pool of mortgage loans made by financial institutions, such as savings and loans, commercial banks, or mortgage companies, to finance the borrower's purchase of a home or other real estate. The majority of MBS are issued and/or guaranteed by GNMA, FNMA, and FHLMC. There are a variety of MBS structures with varying levels of risk and complexity. All MBS have reinvestment risk as actual principal and interest payments are dependent on the payment of the underlying mortgages which can be prepaid by mortgage holders to refinance and lower rates or simply because the underlying property was sold.

Mortgage Pass-Through Securities. A pool of residential mortgage loans with the monthly interest and principal distributed to investors on a pro-rata basis. The largest issuer is GNMA.

Municipal Note/Bond. A debt instrument issued by a state or local government unit or public agency.The vast majority of municipals are exempt from state and federal income tax, although some non-qualified issues are taxable.

Mutual Fund. Portfolio of securities professionally managed by a registered investment company that issues shares to investors. Many different types of mutual funds exist (e.g., bond, equity, and money market funds); all except money market funds operate on a variable net asset value (NAV).

Negotiable Certificate of Deposit (Negotiable CD). Large denomination CDs ($100,000 and larger) that are issued in bearer form and can be traded in the secondary market.

Net Asset Value. The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets including securities, cash, and any accrued earnings, then subtracting the total assets from the fund's liabilities, and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.)

[(Total assets) - (Liabilities)]/(Number of shares outstanding)

NRSRO. A “Nationally Recognized Statistical Rating Organization” (NRSRO) is a designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating. Includes Moody’s, S&P, Fitch, and Duff & Phelps.

Offered Price. See also "Ask Price."

Open Market Operations. A Federal Reserve monetary policy tactic entailing the purchase or sale of government securities in the open market by the Federal Reserve System from and to primary dealers in order to influence the money supply, credit conditions, and interest rates.

Par Value. The face value, stated value, or maturity value of a security.

Physical Delivery. Delivery of readily available underlying assets at contract maturity.

Portfolio. Collection of securities and investments held by an investor.

Premium. The amount by which a bond or other financial instrument sells above its face value. See also "Discount."

Primary Dealer. A designation given to certain government securities dealer by the Federal Reserve Bank of New York. Primary dealers can buy and sell government securities directly with the Fed. Primary dealers also submit daily reports of market activity and security positions held to the Fed and are subject to its informal oversight. Primary dealers are the largest buyers and sellers by volume in the U.S. Treasury securities market.

Prime Paper. Commercial paper of high quality. Highest rated paper is A-1+/A-1 by S&P and P-1 by Moody's.

Principal. Face value of a financial instrument on which interest accrues. May be less than par value if some principal has been repaid or retired. For a transaction, principal is par value times price and includes any premium or discount.

Prudent Expert Rule. Standard that requires that a fiduciary manage a portfolio with the care, skill, prudence, and diligence, under the circumstances then prevailing, that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. This statement differs from the "prudent person" rule in that familiarity with such matters suggests a higher standard than simple prudence.

Prudent Investor Standard. Standard that requires that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. More stringent than the "prudent person" standard as it implies a level of knowledge commensurate with the responsibility at hand.

Qualified Public Depository - Per Subsection 280.02(26), F.S., "qualified public depository" means any bank, savings bank, or savings association that:

1. Is organized and exists under the laws of the United States, the laws of this state or any other state or territory of the United States.

2. Has its principal place of business in this state or has a branch office in this state which is authorized under the laws of this state or of the United States to receive deposits in this state.

3. Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12 U.S.C. ss.1811 et seq.

4. Has procedures and practices for accurate identification, classification, reporting, and collateralization of public deposits.

5. Meets all requirements of Chapter 280, F.S.

6. Has been designated by the Chief Financial Officer as a qualified public depository.

Range Note. A type of structured note that accrues interest daily at a set coupon rate that is tied to an index. Most range notes have two coupon levels; a higher accrual rate for the period the index is within a designated range, the lower accrual rate for the period that the index falls outside the designated range. This lower rate may be zero and may result in zero earnings.

Rate of Return. Amount of income received from an investment, expressed as a percentage of the amount invested.

Realized Gains (Losses). The difference between the sale price of an investment and its book value. Gains/losses are "realized" when the security is actually sold, as compared to "unrealized" gains/losses which are based on current market value. See "Unrealized Gains (Losses)."

Reference Bills: FHLMC's short-term debt program created to supplement its existing discount note program by offering issues from one month through one year, auctioned on a weekly or on an alternating four-week basis (depending upon maturity) offered in sizeable volumes ($1 billion and up) on a cycle of regular, standardized issuance. Globally sponsored and distributed, Reference Bill issues are intended to encourage active trading and market-making and facilitate the development of a term repo market. The program was designed to offer predictable supply, pricing transparency, and liquidity, thereby providing alternatives to U.S. Treasury bills. FHLMC's Reference Bills are unsecured general corporate obligations. This program supplements the corporation's existing discount note program. Issues under the Reference program constitute the same credit standing as other FHLMC discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Reference Notes: FHLMC's intermediate-term debt program with issuances of 2, 3, 5, 10, and 30-year maturities. Initial issuances range from $2 - $6 billion with re-openings ranging $1 - $4 billion.

The notes are high-quality bullet structures securities that pay interest semiannually. Issues under the Reference program constitute the same credit standing as other FHLMC notes; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Repurchase Agreement (Repo). A short-term investment vehicle where an investor agrees to buy securities from a counterparty and simultaneously agrees to resell the securities back to the counterparty at an agreed upon time and for an agreed upon price. The difference between the purchase price and the sale price represents interest earned on the agreement. In effect, it represents a collateralized loan to the investor, where the securities are the collateral. Can be DVP, where securities are delivered to the investor's custodial bank, or "tri-party" where the securities are delivered to a third party intermediary. Any type of security can be used as "collateral," but only some types provide the investor with special bankruptcy protection under the law. Repos should be undertaken only when an appropriate Securities Industry and Financial Markets Association (SIFMA) approved master repurchase agreement is in place.

Reverse Repurchase Agreement (Reverse Repo). A repo from the point of view of the original seller of securities. Used by dealers to finance their inventory of securities by essentially borrowing at short-term rates. Can also be used to leverage a portfolio and in this sense, can be considered risky if used improperly.

Safekeeping. Service offered for a fee, usually by financial institutions, for the holding of securities and other valuables. Safekeeping is a component of custody services.

Secondary Market. Markets for the purchase and sale of any previously issued financial instrument.

Securities Industry and Financial Markets Association (SIFMA). The bond market trade association representing the largest securities markets in the world. In addition to publishing a Master Repurchase Agreement, widely accepted as the industry standard document for Repurchase Agreements, the SIFMA also recommends bond market closures and early closes due to holidays.

Securities Lending. An arrangement between and investor and a custody bank that allows the custody bank to "loan" the investors investment holdings, reinvest the proceeds in permitted investments, and shares any profits with the investor. Should be governed by a securities lending agreement. Can increase the risk

of a portfolio in that the investor takes on the default risk on the reinvestment at the discretion of the custodian.

Sinking Fund. A separate accumulation of cash or investments (including earnings on investments) in a fund in accordance with the terms of a trust agreement or indenture, funded by periodic deposits by the issuer (or other entity responsible for debt service), for the purpose of assuring timely availability of moneys for payment of debt service. Usually used in connection with term bonds.

Spread. The difference between the price of a security and similar maturity U.S. Treasury investments, expressed in percentage terms or basis points. A spread can also be the absolute difference in yield between two securities. The securities can be in different markets or within the same securities market between different credits, sectors, or other relevant factors.

Standard & Poor's. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

STRIPS (Separate Trading of Registered Interest and Principal of Securities). Acronym applied to U.S. Treasury securities that have had their coupons and principal repayments separated into individual zero-coupon Treasury securities. The same technique and "strips" description can be applied to non-Treasury securities (e.g., FNMA strips).

Structured Notes. Notes that have imbedded into their structure options such as step-up coupons or derivative-based returns.

Supranational. Supranational organizations are international financial institutions that are generally established by agreements among nations, with member nations contributing capital and participating in management. These agreements provide for limited immunity from the laws of member countries. Bonds issued by these institutions are part of the broader class of Supranational, Sovereign, and Non-U.S. Agency (SSA) sector bonds. Supranational bonds finance economic and infrastructure development and support environmental protection, poverty reduction, and renewable energy around the globe. For example, the World Bank, International Finance Corporation (IFC), and African Development Bank (AfDB) have “green bond” programs specifically designed for energy resource conservation and management. Supranational bonds, which are issued by multi-national organizations that transcend national boundaries. Examples include the World Bank, African Development Bank, and European Investment Bank.

Swap. Trading one asset for another.

TAP Notes: Federal Agency notes issued under the FHLB TAP program. Launched in 6/99 as a refinement to the FHLB bullet bond auction process. In a break from the FHLB’s traditional practice of bringing numerous small issues to market with similar maturities, the TAP Issue Program uses the four most common maturities and reopens them up regularly through a competitive auction. These maturities (2, 3, 5, and 10 year) will remain open for the calendar quarter, after which they will be closed and a new series of TAP issues will be opened to replace them. This reduces the number of separate bullet bonds issued, but generates enhanced awareness and liquidity in the marketplace through increased issue size and secondary market volume.

Tennessee Valley Authority (TVA). One of the large Federal Agencies. A wholly owned corporation of the United States government that was established in 1933 to develop the resources of the Tennessee Valley region in order to strengthen the regional and national economy and the national defense. Power operations are separated from non-power operations. TVA securities represent obligations of TVA, payable solely from TVA's net power proceeds, and are neither obligations of nor guaranteed by the United States. TVA is currently authorized to issue debt up to $30 billion. Under this authorization, TVA may also obtain

advances from the U.S. Treasury of up to $150 million. Frequent issuer of discount notes, agency notes, and callable agency securities.

Total Return. Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

Treasuries. Collective term used to describe debt instruments backed by the U.S. government and issued through the U.S. Department of the Treasury. Includes Treasury bills, Treasury notes, and Treasury bonds. Also a benchmark term used as a basis by which the yields of non-Treasury securities are compared (e.g., "trading at 50 basis points over Treasuries").

Treasury Bills (T-Bills). Short-term direct obligations of the United States government issued with an original term of one year or less. Treasury bills are sold at a discount from face value and do not pay interest before maturity. The difference between the purchase price of the bill and the maturity value is the interest earned on the bill. Currently, the U.S. Treasury issues 4-week, 13-week, and 26-week T-Bills.

Treasury Bonds. Long-term interest-bearing debt securities backed by the U.S. government and issued with maturities of ten years and longer by the U.S. Department of the Treasury.

Treasury Notes. Intermediate interest-bearing debt securities backed by the U.S. government and issued with maturities ranging from one to ten years by the U.S. Department of the Treasury. The Treasury currently issues 2-year, 3-year, 5-year, and 10-year Treasury Notes.

Trustee. A bank designated by an issuer of securities as the custodian of funds and official representative of bondholders. Trustees are appointed to insure compliance with the bond documents and to represent bondholders in enforcing their contract with the issuer.

Uniform Net Capital Rule. SEC Rule 15c3-1 that outlines the minimum net capital ratio (ratio of indebtedness to net liquid capital) of member firms and non-member broker/dealers.

Unrealized Gains (Losses). The difference between the market value of an investment and its book value. Gains/losses are “realized” when the security is actually sold, as compared to “unrealized” gains/losses which are based on current market value. See also “Realized Gains (Losses).”

Variable-Rate Security. A bond that bears interest at a rate that varies over time based on a specified schedule of adjustment (e.g., daily, weekly, monthly, semi-annually, or annually). See also “Floating Rate Note.”

Weighted Average Maturity (or just “Average Maturity”). The average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. A simple measure of risk of a fixed-income portfolio.

Weighted Average Maturity to Call. The average maturity of all securities and investments of a portfolio, adjusted to substitute the first call date per security for maturity date for those securities with call provisions.

Yield Curve. A graphic depiction of yields on like securities in relation to remaining maturities spread over a time line. The traditional yield curve depicts yields on U.S. Treasuries, although yield curves exist for Federal Agencies and various credit quality corporates as well. Yield curves can be positively sloped (normal) where longer-term investments have higher yields, or “inverted” (uncommon) where longer-term investments have lower yields than shorter ones.

Yield to Call (YTC). Same as “Yield to Maturity,” except the return is measured to the first call date rather than the maturity date. Yield to call can be significantly higher or lower than a security’s yield to maturity.

Yield to Maturity (YTM). Calculated return on an investment, assuming all cash-flows from the security are reinvested at the same original yield. Can be higher or lower than the coupon rate depending on market rates and whether the security was purchased at a premium or discount. There are different conventions for calculating YTM for various types of securities.

Yield. There are numerous methods of yield determination. In this glossary, see also "Current Yield," "Yield Curve," "Yield to Call," and "Yield to Maturity."

Attachment B
Investment Pool/Fund Questionnaire

Prior to investing in a money market fund/local government investment pool, proper due diligence is required.

General Fund/Pool Information:

1. Does the fund/pool attempt to maintain a stable net asset value or floating net asset value?

2. How is interest distributed, and how are gains and losses treated?

3. How often are statements and portfolio holdings distributed?

4. Is the fund/pool eligible for bond proceeds and/or will it accept such proceeds?

Oversight:

5. What are the fund/pool ratings by the Nationally Recognized Statistical Rating Organizations such as S&P, Moody's, Fitch, Kroll, etc.?

6. What are the eligible investment securities? Is there a written statement of investment policy and objectives?

7. How are the securities safeguarded (including the settlement processes)? How often are the securities priced? How often is the fund/pool audited?

8. Is there any additional oversight outside of the Board of Trustees?

Fund/Pool Statistics:

9. What is the current sector allocation of the fund/pool?

10. What is the fee schedule, and how and when is it assessed?

Liquidity:

11. Does the fund/pool follow GASB 79?

12. Does the fund/pool have any liquidity fees? If so, describe the terms.

13. Does the fund/pool have redemption gates? If so, describe them.

Investor Requirements

14. Who may invest in the program, how often, and what size deposits and withdrawals are allowed? Is there a limit regarding investor concentration? If so, what is it?

City of Saint Cloud

Investment Policy Review

December 2025

pfm asset management

A Division of U.S. Bancorp Asset Management, Inc.

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Investment Policy Review Framework

PFMAM's Investment Policy Review Framework consists of three components:



For illustrative purposes only.

1. https://aptusc.memberclicks.net/investment-policy-certification
2. https://www.gfoa.org/materials/investment-policy

Section 218.415 Florida Statutes Requirements

For consideration, existing investment policy to include a recent addition to legislation, as per Section 218.415 Florida Statutes Requirements

- Scope
- **Investment Objectives**
- Performance Measurement
- Prudence and Ethical Standards
- Listing of Authorized Investments
- Maturity and Liquidity Requirements
- Portfolio Composition
- Risk and Diversification
- Authorized Investment Institutions and Dealers
- Third-Party Custodial Agreements
- Master Repurchase Agreement
- Bid Requirement
- Internal Controls
- Continuing Education
- Reporting



For illustrative purposes only. See statute for full listing of requirements.

APT US & C* Investment Policy Requirements

Based on PFMAM's review, the City's investment policy should consider adding or updating these sections to be in line with the APT US & C* Investment Policy Requirements

- Policy/Purpose
- Scope
- Prudence
- Objective (Safety, Liquidity, Yield)
- Delegation of Authority
- Ethics and Conflict of Interest
- Authorized Financial Dealers and Institutions
- **Authorized & Suitable Investments**
- Investment Pools/Mutual Fund Questionnaire
- Collateralization
- Safekeeping and Custody
- Diversification
- Maximum Maturities
- Internal Control
- Performance Standards
- Reporting
- **Investment Policy Adoption**
- Glossary



**Association of Public Treasurers of the United States and Canada (APT US & C). For illustrative purposes only. Please see full investment policy.*

GFOA Investment Policy Best Practices

Based on PFMAM's review, the existing investment policy meets the GFOA Investment Policy Best Practices recommendations

- Scope and investment objectives
- Roles, responsibilities, and standards of care
- Suitable and authorized investments
- Investment diversification
- Safekeeping, custody, and internal controls
- Authorized financial institutions, depositories, and broker/dealers
- Risk and performance standards
- Reporting and disclosure standards



For illustrative purposes only.

Sector Allocation Comparison Sample

Sector	City of Saint Cloud (2021)	City of Saint Cloud (Draft 2025)	City of Palm Bay (2018)	City of Titusville (2018)	City of Melbourne (2024)	City of Kissimmee (2024)
U.S. Treasuries	100%	100%	100%	100%	100%	100%
Federal Agencies	75%	75%	75%	75%	75%	75%
Supranationals	25%	25%	25%	25%	25%	25%
Corporates	50%	50%	50%	50%	50%	50%
Municipals	25%	25%	25%	25%	25%	25%
Agency Mortgage-Backed Securities	25%	25%	25%	25%	25%	25%
Asset-Backed Securities	25%	25%	25%	25%	25%	30%
Commercial Paper	50%	50%	50%	50%	50%	50%
Repurchase Agreements	25%	25%	25%	25%	25%	40%
Money Market Funds	50%	50%	50%	50%	50%	50%
Local Government Investment Pools	50%	**75%**	50%	50%	50%	50%

Representative peer sample of investment policy permitted investments and sector maximums. Each investment policy contains detailed requirements including, but not limited to, additional permitted investments, issuer maximums, maturity specifications and minimum ratings levels.

Key Observations & Recommendations

- Add and update sections under Section 218.415, Florida Statutes:
  - The 2023 Florida Legislature made changes to the investment statutes for local governments. The changes became effective July 1, 2023 under 218.415(24).The changes require that investment decisions be based solely on "pecuniary factors." The term does not include consideration of the furtherance of any social, political, or ideological interests.
- Authorized Investments and Portfolio Composition:
  - Add language related to issuance of debt, "these investment guidelines apply to all funds governed by this Policy. Note, however that the percentage allocation requirements do not apply to funds related to the issuance of debt" to enhance transparency and clarification.
  - Add language pertaining to security downgrades.
  - Increase sector allocation and issuer limits for Local Government Investment Pools to provide further flexibility for liquidity needs.
  - Add note to "maximum maturity" for clarification that the maximum maturity is from settlement date.
- Performance Measurements:
  - Include "other indices may be used from time to time to measure portfolio performance" in the event the City would like to change investment strategy and benchmarks without having to update the investment policy.
- Continuing Education & Investment Committee:
  - Added clarifying language to enhance transparency.
- Miscellaneous minor updates for formatting.



Disclaimer

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NOT FDIC INSURED : NO BANK GUARANTEE : MAY LOSE VALUE



Exhibit "A"

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Celebrating Small Town Life

Investment Policy

Adopted XXXX XX, 2026~~5January 14, 2021~~

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I. PURPOSE

The purpose of this Investment Policy (hereafter "policy") is to set forth the investment objectives and parameters for the management of public funds of the City of St. Cloud (hereinafter "City"). These policies are designed to ensure the prudent management of public funds, the availability of operating and capital funds when needed, and an investment return competitive with comparable funds and financial market indices.

II. SCOPE

In accordance with Section 218.415, Florida Statutes, this policy applies to all cash and investments held or controlled by the City with the exception of Pension Funds and Other Post Employment Benefit (OPEB) funds, or any funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds.

III. INVESTMENT OBJECTIVES

Safety of Principal

The foremost objective of this investment program is the safety of the principal of those funds within the portfolios. Investment transactions shall seek to keep capital losses at a minimum, whether they are from securities defaults or erosion of market value. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio for the calendar year.

Maintenance of Liquidity

The portfolios shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. Periodic cash flow analyses will be completed in order to ensure that the portfolios are positioned to provide sufficient liquidity.

Return on Investment

Investment portfolios shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. However, return can be achieved through active management where an Investment Advisor utilizes a total return strategy (which includes both realized and unrealized gains and losses in the portfolio). This total return strategy seeks to increase the value of the portfolio through reinvestment of income and capital gains. The core of investments is limited to relatively low-risk securities in anticipation of earning a fair return relative to the risk being assumed. Despite this, an Investment Advisor may trade to recognize a loss from time to time to achieve a perceived relative value based on its potential to enhance the total return of the portfolio.

IV. INVESTMENT DECISIONS

The City and investment advisor shall comply with the applicable requirements of Chapter 2023-28, Laws of Florida, including Section 218.415(24). The term "pecuniary factor" as used in this subsection means a factor that the City and investment advisor prudently determines is expected to

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have material effect on the risk or returns of investment based on appropriate investment horizons consistent with applicable investment objectives and funding policy. The term does not include the consideration of the furtherance of any social, political, or ideological interests.

IV. DELEGATION OF AUTHORITY

In accordance with the City Charter, the City Manager has delegated the responsibility for conducting investment transactions to the City Finance Director, who shall establish written procedures for the operation of the investment portfolio. The Finance Director shall ultimately be responsible for all transactions and shall establish a system of internal accounting and administrative controls to regulate the activities of employees as discussed in Section VII, including but not limited to, required periodic reporting of activities to the City Manager..

The City may retain an Investment Aadvisor to assist in managing some of the City's portfolios; hereafter referred to as "Investment Advisor." Such Investment Advisor must be registered with the U.S. Securities and Exchange Commission ("SEC") under the Investment Advisers Act of 1940.

VI. STANDARDS OF PRUDENCE

The standard of prudence to be used by investment officials shall be the "Prudent Person" standard and shall be applied in the context of managing the overall investment program. Investment officers acting in accordance with operational procedures and this policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported to the City Manager in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy. The "Prudent Person" rule states the following:

> Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

While the standard of prudence to be used by investment officials who are officers or employees is the "Prudent Person" standard, any person or firm hired or retained to invest, monitor, or advise concerning these assets shall be held to the higher standard of "Prudent Expert." The standard shall be that in investing and reinvesting monies and in acquiring, retaining, managing, and disposing of investments of these funds, an Investment Advisor shall exercise the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, to minimize the risk, considering the probable income as well as the probable safety of their capital.

VII. ETHICS AND CONFLICTS OF INTEREST

Employees involved in the investment process shall comply with all applicable ethics and conduct laws and shall refrain from personal business activity that could conflict with proper execution of

the investment program, or which could impair their ability to make impartial investment decisions. In accordance with the City's "Conflict of Interest Policy," employees involved in the investment process shall disclose any material financial interests in financial institutions that conduct business with the City, and they shall further disclose any material personal financial/investment positions that could indicate that an apparent conflict of interest exists.

~~VII.~~ VIII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The Finance Director shall establish a system of internal controls and operational procedures that are in writing and made a part of the City's Administrative Procedures. The internal controls should be designed to prevent losses of funds, which might arise from fraud, employee error, and misrepresentation by third parties, or imprudent actions by employees.

The operational procedures should include reference to safekeeping, repurchase agreements, separation of transaction authority from accounting and recordkeeping, wire transfer agreements, banking service contracts, collateral/depository agreements and periodic reporting to the City Manager. No person may engage in an investment transaction except as authorized under the terms of this policy. Independent auditors, as a normal part of the annual financial audit of the City, shall conduct a review of the system of internal controls to ensure compliance with policies and procedures.

~~VIII.~~IX. CONTINUING EDUCATION

~~All members of the Investment Committee~~The Finance Director, Deputy Finance Director and any other appropriate staff as directed by the Finance Director, City Manager, or governing body shall annually complete eight (8) hours of continuing education in subjects or courses of study related to investment practices and products.

~~IX.~~X. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

Authorized City staff shall only purchase securities from financial institutions that are qualified as public depositories by the Chief Financial Officer of the State of Florida~~. A listing of the Qualified Public Depositories is available at https://apps8.fldfs.com/CAP_Web/PublicDeposits/ActiveQPDDisplayList.aspx.~~ In addition, institutions designated as "Primary Dealers" by the Federal Reserve Bank of New York ~~(source of information: http://www.newyorkfed.org/markets/pridealers_current.html)~~, direct issuers of commercial paper and bankers' acceptances, or approved non-primary dealers.

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All approved non-primary dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule) must provide the following information prior to executing investment trades with the City:

1. Annual financial statement, as well as most recent quarterly statement.
2. Regulatory history, through either the Office of the Comptroller of the Currency for dealer banks, or the Financial Industry Regulatory Authority, Inc. (FINRA) for securities firms.
3. Statement of any pending lawsuits materially affecting the firm's business.

Authorized City staff shall only enter into repurchase agreements with financial institutions that are state qualified public depositories and primary dealers as designated by the Federal Reserve Bank of New York.

An Investment Advisor shall utilize and maintain its own list of approved primary and non-primary dealers.

~~X.~~XI. MATURITY AND LIQUIDITY REQUIREMENTS

Operating Funds

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements. Investments of current operating funds (Short Term Portfolio) shall have maturities no longer than twelve (12) months.

Core Funds

Investments of reserves and other non-current operating funds ("core funds" or "Surplus Fund") shall have a term appropriate to the need for funds, shall not exceed five and half (5.50) years from the date of settlement. In addition, the weighted average effective duration shall not exceed three (3) years

The maturities of the underlying securities of a repurchase agreement will follow the requirements of the Master Repurchase Agreement.

~~XI.~~XII. RISK AND DIVERSIFICATION

Assets held shall be diversified to control risks resulting from over concentration of assets in a specific maturity, issuer, instruments, dealer, or bank through which these instruments are bought and sold. The Investment Committee shall determine diversification strategies within the established guidelines.

~~XII.~~XIII. MASTER REPURCHASE AGREEMENT

The Finance Director will require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the Securities Industry and Financial Markets Association (SIFMA) Master Repurchase Agreement. All repurchase agreement transactions will adhere to requirements of the SIFMA Master Repurchase Agreement.

~~XIII.~~XIV. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

After the Finance Director or designated alternate or an Investment Advisor has determined the approximate maturity date based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) qualified banks and/or approved broker/dealers must be contacted and asked to provide bids/offers on securities in questions. Bids will be held in confidence until the bid deemed to best meet the investment objectives is determined and selected.

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However, if obtaining bids/offers is not feasible and appropriate, securities may be purchased utilizing the comparison to current market price method on an exception basis. Acceptable current market price providers include, but are not limited to:

A. Tradeweb

B. Bloomberg Information Systems

C. Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing

D. Daily market pricing provided by the City's custodian or their correspondent institutions.

The Finance Director or designated alternate or an Investment Advisor shall utilize the competitive bid process to select the securities to be purchased or sold. Selection by comparison to a current market price, as indicated above, shall only be utilized when, in the judgment of the Finance Director or designated alternate or the Investment Advisor, competitive bidding would inhibit the selection process.

Examples of when this method may be used include:

A. When time constraints, due to unusual circumstances, preclude the use of the competitive bidding process

B. When no active market exists for the issue being traded due to the age or depth of the issue

C. When a security is unique to a single dealer, for example, a private placement

D. When the transaction involves new issues or issues in the "when issued" market

Overnight sweep repurchase agreements will not be bid but may be placed with the City's depository bank relating to the demand account for which the repurchase agreement was purchased.

~~XIV.~~XV. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

Investments should be made subject to the cash flow needs and such cash flows are subject to revisions as market conditions and the City's needs change. However, when the invested funds are needed, in whole or in part, for the purpose originally intended or for more optimal investments, the Finance Director may sell the investment at the then-prevailing market price and place the proceeds into the proper account at the City's custodian.

The following are the investment requirements and the maximum allocation limits on security types, issuers, and maturities as established by the City. The Finance Director shall have the option to further restrict investment percentages from time to time based on market conditions, risk, and diversification investment strategies. The percentage allocation requirements for investment types and issuers are calculated based on the original cost of each investment at the time of purchase. Investments not listed in this policy are prohibited.

In the event of a ratings downgrade of a security, the Investment Advisor(s) shall notify the Finance Director of such a decline in the required rating. The Investment Advisor(s) and the

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Finance Director will review the individual facts and circumstances of the situation and determine an appropriate course of action.

These investment guidelines apply to all funds governed by this Policy. Note however that the percentage allocation requirements do not apply to funds related to the issuance of debt.

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Sector	Sector Maximum (%)	Per Issuer Maximum (%)	Minimum Ratings Requirement[1]	Maximum Maturit
U.S. Treasury	100%	100%	N/A	5.50 Years (5.50 year avg. life[4] for GNMA)
GNMA		40%		
Other U.S. Government Guaranteed (e.g. AID, GTC)		10%		
Federal Agency/GSE: FNMA, FHLMC, FHLB, FFCB	75%	40%[4]	N/A	5.50 Years
Federal Agency/GSE other than those above		10%		
Supranationals where U.S. is a shareholder and voting member	25%	5%	Highest ST or Highest LT Rating Categories (A-1/P-1, AAA-/Aaa3, or equivalent)	5.50 Years
Corporates	50%[2]	5%[3]	Highest ST or Three Highest LT Rating Categories (A-1/P-1, A-/A3 or equivalent)	5.50 Years
Municipals	25%	5%	Highest ST or Three Highest LT Rating Categories (SP-1/MIG 1, A-/A3, or equivalent)	5.50 Years
Agency Mortgage-Backed Securities (MBS)	25%	40%[4]	N/A	5.50 Years Avg. Life[5]
Asset-Backed Securities (ABS)	25%	5%	Highest ST or LT Rating (A-1+/P-1, AAA/Aaa, or equivalent)	5.50 Years Avg. Life[5]
Non-Negotiable Certificate of Deposit and Savings Accounts	50%	25%	None, if fully collateralized.	1 Years
Commercial Paper (CP)	50%[2]	5%[3]	Highest ST Rating Category (A-1/P-1, or equivalent)	270 Days
Repurchase Agreements (Repo or RP)	25%	10%	Counterparty (or if the counterparty is not rated by an NRSRO, then the counterparty's parent) must be rated in the Highest ST Rating Category (A-1/P-1, or equivalent) If the counterparty is a Federal Reserve Bank, no rating is required	1 Year
Money Market Funds (MMFs)	50%	25%	Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf, or equivalent)	N/A
Intergovernmental Pools (LGIPs)	~~50~~75%	~~25~~50%	Highest Fund Quality and Volatility Rating Categories by all NRSROs, if rated (AAAm/AAAf, S1, or equivalent)	N/A
Fixed Income Mutual Funds & Exchange Traded Fund's (ETF's)	50%	25%[6]	N/A	N/A

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Sector	Sector Maximum (%)	Per Issuer Maximum (%)	Minimum Ratings Requirement[1]	Maximum Maturity
Florida Local Government Surplus Funds Trust Funds ("Florida Prime")	25%	N/A	Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf, or equivalent)	N/A

Notes:

[1] Rating by at least one Nationally Recognized Statistical Ratings Organization ("NRSRO"). ST=Short-term; LT=Long-term.

[2] Maximum allocation to all corporate and bank credit instruments is 50% combined.

[3] Maximum across all permitted investment sectors (excluding Treasuries, U.S. Federal Agencies, Agency MBS, Non-Negotiable CD's, Savings Accounts, Repos, Money Market Funds, Mutual Funds, LGIPs, and Florida Prime) is 5% combined per issuer.

[4] Maximum exposure to any one Federal agency, including the combined holdings of Agency debt and Agency MBS, is 40%.

[5] The maturity limit for MBS and ABS is based on the expected average life at time of purchase, measured using Bloomberg or other industry standard methods.

[6] Issuer limits applies per fund; the funds' underlying securities are excluded from the policy's investment restrictions.

[7] Maximum maturity from settlement date.

* Federal National Mortgage Association (FNMA); Federal Home Loan Mortgage Corporation (FHLMC); Federal Home Loan Bank or its District banks (FHLB); Federal Farm Credit Bank (FFCB).

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1. **U.S. Treasury & Government Guaranteed** - U.S. Treasury obligations, and obligations the principal and interest of which are backed or guaranteed by the full faith and credit of the U.S. Government.

2. **Federal Agency/GSE** - Debt obligations, participations or other instruments issued or fully guaranteed by any U.S. Federal agency, instrumentality or government-sponsored enterprise (GSE).

3. **Supranationals** – U.S. dollar denominated debt obligations of a multilateral organization of governments where U.S. is a shareholder and voting member.

4. **Corporates** – U.S. dollar denominated corporate notes, bonds or other debt obligations issued or guaranteed by a domestic corporation, financial institution, non-profit, or other entity.

5. **Municipals** – Obligations, including both taxable and tax-exempt, issued or guaranteed by any State, territory or possession of the United States, political subdivision, public corporation, authority, agency board, instrumentality or other unit of local government of any State or territory.

6. **Agency Mortgage Backed Securities** - Mortgage-backed securities (MBS), backed by residential, multi-family or commercial mortgages, that are issued or fully guaranteed as to principal and interest by a U.S. Federal agency or government sponsored enterprise, including but not limited to pass-throughs, collateralized mortgage obligations (CMOs) and REMICs.

7. **Asset-Backed Securities** - Asset-backed securities (ABS) whose underlying collateral consists of loans, leases or receivables, including but not limited to auto loans/leases, credit card receivables, student loans, equipment loans/leases, or home-equity loans.

8. **Non-Negotiable Certificate of Deposit and Savings Accounts** - Non-negotiable interest bearing time certificates of deposit, or savings accounts in banks organized under the laws of this state or in national banks organized under the laws of the United States and doing business in this state,

provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.

9. **Commercial Paper** – U.S. dollar denominated commercial paper issued or guaranteed by a domestic corporation, company, financial institution, trust or other entity, including both unsecured debt and asset-backed programs.

10. **Repurchase Agreements** - Repurchase agreements (Repo or RP) that meet the following requirements:
    a. Must be governed by a written SIFMA Master Repurchase Agreement which specifies securities eligible for purchase and resale, and which provides the unconditional right to liquidate the underlying securities should the Counterparty default or fail to provide full timely repayment.
    b. Counterparty must be a Federal Reserve Bank, a Primary Dealer as designated by the Federal Reserve Bank of New York, or a nationally chartered commercial bank.
    c. Securities underlying repurchase agreements must be delivered to a third-party custodian under a written custodial agreement and may be of deliverable or tri-party form. Securities must be held in the City's custodial account or in a separate account in the name of the City.
    d. Acceptable underlying securities include only securities that are direct obligations of, or that are fully guaranteed by, the United States or any agency of the United States, or U.S. Agency-backed mortgage related securities.
    e. Underlying securities must have an aggregate current market value of at least 102% (or 100% if the counterparty is a Federal Reserve Bank) of the purchase price plus current accrued price differential at the close of each business day.
    f. Final term of the agreement must be 1 year or less.

11. **Money Market Funds** - Shares in open-end and no-load money market mutual funds, provided such funds are registered under the Investment Company Act of 1940 and operate in accordance with Rule 2a-7.

    A thorough investigation of any money market fund is required prior to investing, and on an annual basis. Attachment BA is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus must be obtained.

12. **Local Government Investment Pools** – State, local government or privately-sponsored investment pools that are authorized pursuant to state law.

    A thorough investigation of any intergovernmental investment pool is required prior to investing, and on an annual basis. Attachment BA is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus must be obtained.

13. **The Florida Local Government Surplus Funds Trust Funds ("Florida Prime")** A thorough investigation of the Florida Prime is required prior to investing, and on an annual basis. Attachment A is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus or portfolio report must be obtained.

14. **Fixed Income Mutual Funds and Exchange Traded Fund's** - Shares in open-end and no-load fixed income mutual funds or exchange-traded funds (ETF's).

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General Investment and Portfolio Limits

1. General investment limitations:
    a. Investments must be denominated in U.S. dollars and issued for legal sale in U.S. markets.
    b. The minimum credit quality of any investment is A-/A3 long-term, or A-1/P-1 short-term, or its equivalent, by at least one SEC-registered Nationally Recognized Statistical Ratings Organization ("NRSRO"), at time of purchase.
    c. All limits and rating requirements apply at time of purchase.
    d. Should a security fall below the minimum credit rating requirement for purchase, an Investment Advisor would notify the Finance Director and/or the Finance Director will notify the City Manager.
    e. The maximum maturity (or average life for MBS/ABS) of any investment is 5.50 years. Maturity and average life are measured from settlement date. The final maturity date can be based on any mandatory call, put, pre-refunding date, or other mandatory redemption date.
2. General portfolio limitations:
    a. The maximum effective duration of the aggregate portfolio is 3 years.
3. Investment in the following are permitted, provided they meet all other policy requirements:
    a. Callable, step-up callable, called, pre-refunded, putable and extendable securities, as long as the effective final maturity meets the maturity limits for the sector
    b. Variable-rate and floating-rate securities
    c. Subordinated, secured and covered debt, if it meets the ratings requirements for the sector
    d. Zero coupon issues and strips, excluding agency mortgage-backed Interest-only structures (I/Os)
    e. Treasury TIPS
4. The following are **NOT PERMITTED** investments, unless specifically authorized by statute and with prior approval of the governing body:
    a. Trading for speculation
    b. Derivatives
    c. Mortgage-backed interest-only structures (I/Os)
    d. Inverse or leveraged floating-rate and variable-rate instruments
    e. Currency, equity, index and event-linked notes (e.g. range notes), or other structures that could return less than par at maturity
    f. Private placements and direct loans, except as commonly transacted by institutional investors (such as under Rule 144A or 4(2) commercial paper) and for which the investor meets the relevant requirements of being an accredited investor or qualified institutional buyer (QIB)
    g. Convertible, high yield, and non-U.S. dollar denominated debt

h. Short sales
i. Use of leverage
j. Futures and options
k. Mutual funds, other than fixed-income mutual funds, ETFs, and money market funds
l. Equities, commodities, currencies and hard assets

~~XV.~~XVI. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS

Investment in any derivative products or the use of reverse repurchase agreements is prohibited, unless otherwise stated in Section XIV. Authorized Investments and Portfolio Composition. A "derivative" is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values. For example, this includes, but is not limited to, the following: Options, Forward Contracts, Futures, Stripped Mortgage-Backed Securities, Structured Notes and Swaps.

~~XVI.~~XVII. PERFORMANCE MEASUREMENTS

In order to assist in the evaluation of the portfolio's performance, the City will use performance benchmarks for short-term and long-term portfolios. The use of benchmarks will allow the City to measure its returns against other investors in the same markets.

A. The Short-Term Portfolio's benchmark is the S&P Rated GIP All Index 30-Day Gross of Fees Yield and will be compared to the portfolio's net book value rate of return.

B. Investment performance of funds designated as core funds (or "Investment Portfolio") and other non-operating funds that have a longer-term investment horizon will be compared to the ICE BofA~~ML~~ 1-3 Year U.S. Treasury Note Index or ICE BofA~~ML~~ 1-5 Year U.S. Treasury Note Index. The appropriate index will have a duration and asset mix that approximates the portfolios and will be utilized as a benchmark to be compared to the portfolio's total rate of return. Or any other benchmark, should one be deemed more appropriate by the City's Investment Committee.

~~B.~~C. Other indices may be used from time to time to measure the portfolio performance by approval of the Finance Director.

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~~XVII.~~ XVIII. INVESTMENT COMMITTEE

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There is hereby established an Investment Committee for the purpose of formulating alternative investment strategies and short-range directions and for monitoring the performance and structure of the portfolio within established policies. The committee will formulate and recommend change, if necessary, to the investment policies. Members of the committee shall include the Finance Director or designated alternate, City Manager or designated alternate, Deputy City Manager or designated alternate, the Deputy Finance Director or designated alternate, and Senior Accountant or designated alternate. The Investment Committee will meet on a quarterly basis or as needed.

During any time in which the City retains an Investment Advisor for investment management and advisory services, the Investment Committee, if established and active, shall not be required to meet unless otherwise directed by the Finance Director, City Manager or governing body.

~~XVIII.~~ XIX. REPORTING

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The Finance Director shall provide the Investment Committee with quarterly investment reports. Schedules in the quarterly report should include the following:

A. A listing of individual securities held at the end of the reporting period

B. Percentage of available funds represented by each investment type

C. Coupon, discount or earning rate

D. Average life or duration and final maturity of all investments

E. Par value and market value

On an annual basis, the Finance Director shall prepare and submit to the City Council a written report on all invested funds. The annual report shall provide all, but not limited to, the following: a complete list of all invested funds, name or type of security in which the funds are invested, the amount invested, the maturity date, income earned, the book value, the market value and the yield on each investment.

The annual report will show performance on both a book value and total rate of return basis and will compare the results to the above-stated performance benchmarks. All investments shall be reported at fair value per Government Accounting Standards Board (GASB) standards. Investment reports shall be available to the public.

~~XIX.~~XX. THIRD-PARTY CUSTODIAL AGREEMENTS

Securities, with the exception of certificates of deposits, shall be held with a third-party custodian; and all securities purchased by, and all collateral obtained by the City should be properly designated as an asset of the City. The securities must be held in an account separate and apart from the assets of the financial institution. A third-party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida as defined in Chapter 658.12, Florida Statutes, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the Finance Director and which authorization has been provided, in writing, to the custodian. Only a duly authorized person shall be permitted to withdraw securities, in whole or in part, from the custodian. The custodian shall provide the Finance Director with safekeeping receipts that provide detail information on the securities held by the custodian. Security transactions between a broker/dealer and the custodian involving the purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. Securities held as collateral shall be held free and clear of any liens.

~~XX.~~XXI INVESTMENT POLICY ADOPTION

This policy shall be adopted by a City resolution. The Finance Director shall review the policy annually and the City Council shall approve any modification made thereto.

APPROVED AND ADOPTED BY CITY COUNCIL ON _____.

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ATTACHMENT A
Glossary of Cash and Investment Management Terms

The following is a glossary of key investing terms, many of which appear in the City of St. Cloud's investment policy. This glossary clarifies the meaning of investment terms generally used in cash and investment management. This glossary has been adapted from the GFOA Sample Investment Policy and the Association of Public Treasurers of the United States and Canada's Model Investment Policy.

Accrued Interest. Interest earned but which has not yet been paid or received.

Agency. See "Federal Agency Securities."

Ask Price. Price at which a broker/dealer offers to sell a security to an investor. Also known as "offered price."

Asset Backed Securities (ABS). A fixed-income security backed by notes or receivables against assets other than real estate. Generally issued by special purpose companies that "own" the assets and issue the ABS. Examples include securities backed by auto loans, credit card receivables, home equity loans, manufactured housing loans, farm equipment loans, and aircraft leases.

Average Life. The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

Bankers' Acceptance (BA's). A draft or bill of exchange drawn upon and accepted by a bank. Frequently used to finance shipping of international goods. Used as a short-term credit instrument, bankers' acceptances are traded at a discount from face value as a money market instrument in the secondary market on the basis of the credit quality of the guaranteeing bank.

Basis Point. One hundredth of one percent, or 0.01%. Thus 1% equals 100 basis points.

Bearer Security. A security whose ownership is determined by the holder of the physical security. Typically, there is no registration on the issuer's books. Title to bearer securities is transferred by delivery of the physical security or certificate. Also known as "physical securities."

Benchmark Bills: In November 1999, FNMA introduced its Benchmark Bills program, a short-term debt securities issuance program to supplement its existing discount note program. The program includes a schedule of larger, weekly issues in three- and six-month maturities and biweekly issues in one-year for Benchmark Bills. Each issue is brought to market via a Dutch (single price) auction. FNMA conducts a weekly auction for each Benchmark Bill maturity and accepts both competitive and non-competitive bids through a web based auction system. This program is in addition to the variety of other discount note maturities, with rates posted on a daily basis, which FNMA offers. FNMA's Benchmark Bills are unsecured general obligations that are issued in book-entry form through the Federal Reserve Banks. There are no periodic payments of interest on Benchmark Bills, which are sold at a discount from the principal amount and payable at par at maturity. Issues under the Benchmark program constitute the same credit standing as other FNMA discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Benchmark Notes/Bonds: Benchmark Notes and Bonds are a series of FNMA "bullet" maturities (non-callable) issued according to a pre-announced calendar. Under its Benchmark Notes/Bonds program, 2, 3, 5, 10, and 30-year maturities are issued each quarter. Each Benchmark Notes new issue has a minimum size of $4 billion, 30-year new issues having a minimum size of $1 billion, with re-openings based on investor demand to further enhance liquidity. The amount of non-callable issuance has allowed FNMA to build a yield curve in Benchmark Notes and Bonds in maturities ranging from 2 to 30 years. The liquidity

emanating from these large size issues has facilitated favorable financing opportunities through the development of a liquid overnight and term repo market. Issues under the Benchmark program constitute the same credit standing as other FNMA issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Benchmark. A market index used as a comparative basis for measuring the performance of an investment portfolio. A performance benchmark should represent a close correlation to investment guidelines, risk tolerance, and duration of the actual portfolio's investments.

Bid Price. Price at which a broker/dealer offers to purchase a security from an investor.

Bond. Financial obligation for which the issuer promises to pay the bondholder (the purchaser or owner of the bond) a specified stream of future cash-flows, including periodic interest payments and a principal repayment.

Book Entry Securities. Securities that are recorded in a customer's account electronically through one of the financial markets electronic delivery and custody systems, such as the Fed Securities wire, DTC, and PTC

(as opposed to bearer or physical securities). The trend is toward a certificate-free society in order to cut down on paperwork and to diminish investors' concerns about the certificates themselves. The vast majority of securities are now book entry securities.

Book Value. The value at which a debt security is reflected on the holder's records at any point in time. Book value is also called "amortized cost" as it represents the original cost of an investment adjusted for amortization of premium or accretion of discount. Also called "carrying value." Book value can vary over time as an investment approaches maturity and differs from "market value" in that it is not affected by changes in market interest rates.

Broker/Dealer. A person or firm transacting securities business with customers. A "broker" acts as an agent between buyers and sellers, and receives a commission for these services. A "dealer" buys and sells financial assets from its own portfolio. A dealer takes risk by owning inventory of securities, whereas a broker merely matches up buyers and sellers. See also "Primary Dealer."

Bullet Notes/Bonds. Notes or bonds that have a single maturity date and are non-callable.

Call Date. Date at which a call option may be or is exercised.

Call Option. The right, but not the obligation, of an issuer of a security to redeem a security at a specified value and at a specified date or dates prior to its stated maturity date. Most fixed-income calls are a par, but can be at any previously established price. Securities issued with a call provision typically carry a higher yield than similar securities issued without a call feature. There are three primary types of call options (1) European - one-time calls, (2) Bermudan - periodically on a predetermined schedule (quarterly, semi-annual, annual), and (3) American - continuously callable at any time on or after the call date. There is usually a notice period of at least 5 business days prior to a call date.

Callable Bonds/Notes. Securities which contain an imbedded call option giving the issuer the right to redeem the securities prior to maturity at a predetermined price and time.

Certificate of Deposit (CD). Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity). Can be as long as 10 years to maturity, but most CDs purchased by public agencies are one year and under.

Collateral. Investment securities or other property that a borrower pledges to secure repayment of a loan, secure deposits of public monies, or provide security for a repurchase agreement.

Collateralization. Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.

Collateralized Mortgage Obligation (CMO). A security that pools together mortgages and separates them into short, medium, and long-term positions (called tranches). Tranches are set up to pay different rates of interest depending upon their maturity. Interest payments are usually paid monthly. In "plain vanilla" CMOs, principal is not paid on a tranche until all shorter tranches have been paid off. This system provides interest and principal in a more predictable manner. A single pool of mortgages can be carved up into numerous tranches each with its own payment and risk characteristics.

Commercial Paper. Short term unsecured promissory note issued by a company or financial institution. Issued at a discount and matures for par or face value. Usually a maximum maturity of 270 days and given a short-term debt rating by one or more NRSROs.

Convexity. A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

Corporate Note. A debt instrument issued by a corporation with a maturity of greater than one year and less than ten years.

Counterparty. The other party in a two party financial transaction. "Counterparty risk" refers to the risk that the other party to a transaction will fail in its related obligations. For example, the bank or broker/dealer in a repurchase agreement.

Coupon Rate. Annual rate of interest on a debt security, expressed as a percentage of the bond's face value.

Current Yield. Annual rate of return on a bond based on its price. Calculated as (coupon rate / price), but does not accurately reflect a bond's true yield level.

Custody. Safekeeping services offered by a bank, financial institution, or trust company, referred to as the "custodian." Service normally includes the holding and reporting of the customer's securities, the collection and disbursement of income, securities settlement, and market values.

Dealer. A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his/her own account.

Delivery Versus Payment (DVP). Settlement procedure in which securities are delivered versus payment of cash, but only after cash has been received. Most security transactions, including those through the Fed Securities Wire system and DTC, are done DVP as a protection for both the buyer and seller of securities.

Depository Trust Company (DTC). A firm through which members can use a computer to arrange for securities to be delivered to other members without physical delivery of certificates. A member of the Federal Reserve System and owned mostly by the New York Stock Exchange, the Depository Trust Company uses computerized debit and credit entries. Most corporate securities, commercial paper, CDs, and BAs clear through DTC.

Derivatives. (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates,

foreign exchange rates, equities, or commodities). For hedging purposes, common derivatives are options, futures, interest rate swaps, and swaptions.

Derivative Security. Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Designated Bond. FFCB's regularly issued, liquid, non-callable securities that generally have a 2 or 3 year original maturity. New issues of Designated Bonds are $1 billion or larger. Re-openings of existing Designated Bond issues are generally a minimum of $100 million. Designated Bonds are offered through a syndicate of two to six dealers. Twice each month the Funding Corporation announces its intention to issue a new Designated Bond, reopen an existing issue, or to not issue or reopen a Designated Bond. Issues under the Designated Bond program constitute the same credit standing as other FFCB issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Discount Notes. Unsecured general obligations issued by Federal Agencies at a discount. Discount notes mature at par and can range in maturity from overnight to one year. Very large primary (new issue) and secondary markets exist.

Discount Rate. Rate charged by the system of Federal Reserve Banks on overnight loans to member banks. Changes to this rate are administered by the Federal Reserve and closely mirror changes to the "fed funds rate."

Discount Securities. Non-interest bearing money market instruments that are issued at discount and redeemed at maturity for full face value. Examples include: U.S. Treasury Bills, Federal Agency Discount Notes, Bankers' Acceptances, and Commercial Paper.

Discount. The amount by which a bond or other financial instrument sells below its face value. See also "Premium."

Diversification. Dividing investment funds among a variety of security types, maturities, industries, and issuers offering potentially independent returns.

Dollar Price. A bond's cost expressed as a percentage of its face value. For example, a bond quoted at a dollar price of 95 ½, would have a principal cost of $955 per $1,000 of face value.

Duff & Phelps. One of several NRSROs that provide credit ratings on corporate and bank debt issues.

Duration. The weighted average maturity of a security's or portfolio's cash-flows, where the present values of the cash-flows serve as the weights. The greater the duration of a security/portfolio, the greater its percentage price volatility with respect to changes in interest rates. Used as a measure of risk and a key tool for managing a portfolio versus a benchmark and for hedging risk. There are also different kinds of duration used for different purposes (e.g. MacAuley Duration, Modified Duration).

Fannie Mae. See "Federal National Mortgage Association."

Fed Money Wire. A computerized communications system that connects the Federal Reserve System with its member banks, certain U. S. Treasury offices, and the Washington D.C. office of the Commodity Credit Corporation. The Fed Money Wire is the book entry system used to transfer cash balances between banks for themselves and for customer accounts.

Fed Securities Wire. A computerized communications system that facilitates book entry transfer of securities between banks, brokers and customer accounts, used primarily for settlement of U.S. Treasury and Federal Agency securities.

Fed. See "Federal Reserve System."

Federal Agency Security. A debt instrument issued by one of the Federal Agencies. Federal Agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Federal Agency. Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets. The largest Federal Agencies are GNMA, FNMA, FHLMC, FHLB, FFCB, SLMA, and TVA.

Federal Deposit Insurance Corporation (FDIC). Federal agency that insures deposits at commercial banks, currently to a limit of $250,000 per depositor per bank.

Federal Farm Credit Bank (FFCB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system that is a network of cooperatively-owned lending institutions that provides credit services to farmers, agricultural cooperatives and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-affiliated businesses. Consists of the consolidated operations of the Banks for Cooperatives, Federal Intermediate Credit Banks, and Federal Land Banks. Frequent issuer of discount notes, agency notes and callable agency securities. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and agricultural industry. Also issues notes under its "designated note" program.

Federal Funds (Fed Funds). Funds placed in Federal Reserve Banks by depository institutions in excess of current reserve requirements, and frequently loaned or borrowed on an overnight basis between depository institutions.

Federal Funds Rate (Fed Funds Rate). The interest rate charged by a depository institution lending Federal Funds to another depository institution. The Federal Reserve influences this rate by establishing a "target" Fed Funds rate associated with the Fed's management of monetary policy.

Federal Home Loan Bank System (FHLB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system, consisting of wholesale banks (currently twelve district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its "global note" and "TAP" programs.

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities, and MBS. Also issues notes under its "reference note" program.

Federal National Mortgage Association (FNMA or "Fannie Mae"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed

economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. government, but they are not direct obligations of the U.S. government. For this reason, these securities will offer a yield premium over U.S. Treasuries. Examples of GSEs include: FHLB, FHLMC, FNMA, and SLMA.

Government Sponsored Enterprise Security. A security issued by a Government Sponsored Enterprise. Considered Federal Agency Securities.

Index. A compilation of statistical data that tracks changes in the economy or in financial markets.

Interest-Only (IO) STRIP. A security based solely on the interest payments from the bond. After the principal has been repaid, interest payments stop and the value of the security falls to nothing. Therefore, IOs are considered risky investments. Usually associated with mortgage-backed securities.

Internal Controls. An internal control structure ensures that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

1. **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.

2. **Separation of transaction authority from accounting and record keeping** - A separation of duties is achieved by separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction.

3. **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.

4. **Avoidance of physical delivery securities** - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.

5. **Clear delegation of authority to subordinate staff members** - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.

6. **Written confirmation of transactions for investments and wire transfers** - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.

7. **Development of a wire transfer agreement with the lead bank and third-party custodian** - The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its "benchmark note" program.

Federal Reserve Bank. One of the 12 distinct banks of the Federal Reserve System.

Federal Reserve System (the Fed). The independent central bank system of the United States that establishes and conducts the nation's monetary policy. This is accomplished in three major ways: (1) raising or lowering bank reserve requirements, (2) raising or lowering the target Fed Funds Rate and Discount Rate, and (3) in open market operations by buying and selling government securities. The Federal Reserve System is made up of twelve Federal Reserve District Banks, their branches, and many national and state banks throughout the nation. It is headed by the seven member Board of Governors known as the "Federal Reserve Board" and headed by its Chairman.

Financial Industry Regulatory Authority, Inc. (FINRA). A private corporation that acts as a self-regulatory organization (SRO). FINRA is the successor to the National Association of Securities Dealers, Inc. (NASD). Though sometimes mistaken for a government agency, it is a non-governmental organization that performs financial regulation of member brokerage firms and exchange markets. The government also has a regulatory arm for investments, the Securities and Exchange Commission (SEC).

Fiscal Agent/Paying Agent. A bank or trust company that acts, under a trust agreement with a corporation or municipality, in the capacity of general treasurer. The agent performs such duties as making coupon payments, paying rents, redeeming bonds, and handling taxes relating to the issuance of bonds.

Fitch Investors Service, Inc. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Floating Rate Security (FRN or "floater"). A bond with an interest rate that is adjusted according to changes in an interest rate or index. Differs from variable-rate debt in that the changes to the rate take place immediately when the index changes, rather than on a predetermined schedule. See also "Variable Rate Security."

Freddie Mac. See "Federal Home Loan Mortgage Corporation."

Ginnie Mae. See "Government National Mortgage Association."

Global Notes: Notes designed to qualify for immediate trading in both the domestic U.S. capital market and in foreign markets around the globe. Usually large issues that are sold to investors worldwide and therefore have excellent liquidity. Despite their global sales, global notes sold in the U.S. are typically denominated in U.S. dollars.

Government National Mortgage Association (GNMA or "Ginnie Mae"). One of the large Federal Agencies. Government-owned Federal Agency that acquires, packages, and resells mortgages and mortgage purchase commitments in the form of mortgage-backed securities. Largest issuer of mortgage pass-through securities. GNMA debt is guaranteed by the full faith and credit of the U.S. government (one of the few agencies that are actually full faith and credit of the U.S. government).

Government Securities. An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, Bonds, and SLGS."

Government Sponsored Enterprise (GSE). Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the

Inverse Floater. A floating rate security structured in such a way that it reacts inversely to the direction of interest rates. Considered risky as their value moves in the opposite direction of normal fixed-income investments and whose interest rate can fall to zero.

Investment Advisor. A company that provides professional advice managing portfolios, investment recommendations, and/or research in exchange for a management fee.

Investment Adviser Act of 1940. Federal legislation that sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

Investment Grade. Bonds considered suitable for preservation of invested capital, including bonds rated a minimum of Baa3 by Moody's, BBB- by Standard & Poor's, or BBB- by Fitch. Although "BBB" rated bonds are considered investment grade, most public agencies cannot invest in securities rated below "A."

Liquidity. Relative ease of converting an asset into cash without significant loss of value. Also, a relative measure of cash and near-cash items in a portfolio of assets. Additionally, it is a term describing the marketability of a money market security correlating to the narrowness of the spread between the bid and ask prices.

Local Government Investment Pool (LGIP). An investment by local governments in which their money is pooled as a method for managing local funds, (e.g., Florida State Board of Administration's Florida Prime Fund).

Long-Term Core Investment Program. Funds that are not needed within a one-year period.

Market Value. The fair market value of a security or commodity. The price at which a willing buyer and seller would pay for a security.

Mark-to-market. Adjusting the value of an asset to its market value, reflecting in the process unrealized gains or losses.

Master Repurchase Agreement. A widely accepted standard agreement form published by the Securities Industry and Financial Markets Association (SIFMA) that is used to govern and document Repurchase Agreements and protect the interest of parties in a repo transaction.

Maturity Date. Date on which principal payment of a financial obligation is to be paid.

Medium Term Notes (MTN's). Used frequently to refer to corporate notes of medium maturity (5-years and under). Technically, any debt security issued by a corporate or depository institution with a maturity from 1 to 10 years and issued under an MTN shelf registration. Usually issued in smaller issues with varying coupons and maturities, and underwritten by a variety of broker/dealers (as opposed to large corporate deals issued and underwritten all at once in large size and with a fixed coupon and maturity).

Money Market. The market in which short-term debt instruments (bills, commercial paper, bankers' acceptance, etc.) are issued and traded.

Money Market Mutual Fund (MMF). A type of mutual fund that invests solely in money market instruments, such as: U.S. Treasury bills, commercial paper, bankers' acceptances, and repurchase agreements. Money market mutual funds are registered with the SEC under the Investment Company Act of 1940 and are subject to "rule 2a-7" which significantly limits average maturity and credit quality of holdings. MMF's are managed to maintain a stable net asset value (NAV) of $1.00. Many MMFs carry ratings by a NRSRO.

Moody's Investors Service. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Mortgage Backed Securities (MBS). Mortgage-backed securities represent an ownership interest in a pool of mortgage loans made by financial institutions, such as savings and loans, commercial banks, or mortgage companies, to finance the borrower's purchase of a home or other real estate. The majority of MBS are issued and/or guaranteed by GNMA, FNMA, and FHLMC. There are a variety of MBS structures with varying levels of risk and complexity. All MBS have reinvestment risk as actual principal and interest payments are dependent on the payment of the underlying mortgages which can be prepaid by mortgage holders to refinance and lower rates or simply because the underlying property was sold.

Mortgage Pass-Through Securities. A pool of residential mortgage loans with the monthly interest and principal distributed to investors on a pro-rata basis. The largest issuer is GNMA.

Municipal Note/Bond. A debt instrument issued by a state or local government unit or public agency.The vast majority of municipals are exempt from state and federal income tax, although some non-qualified issues are taxable.

Mutual Fund. Portfolio of securities professionally managed by a registered investment company that issues shares to investors. Many different types of mutual funds exist (e.g., bond, equity, and money market funds); all except money market funds operate on a variable net asset value (NAV).

Negotiable Certificate of Deposit (Negotiable CD). Large denomination CDs ($100,000 and larger) that are issued in bearer form and can be traded in the secondary market.

Net Asset Value. The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets including securities, cash, and any accrued earnings, then subtracting the total assets from the fund's liabilities, and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.)

[(Total assets) - (Liabilities)]/(Number of shares outstanding)

NRSRO. A "Nationally Recognized Statistical Rating Organization" (NRSRO) is a designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating. Includes Moody's, S&P, Fitch, and Duff & Phelps.

Offered Price. See also "Ask Price."

Open Market Operations. A Federal Reserve monetary policy tactic entailing the purchase or sale of government securities in the open market by the Federal Reserve System from and to primary dealers in order to influence the money supply, credit conditions, and interest rates.

Par Value. The face value, stated value, or maturity value of a security.

Physical Delivery. Delivery of readily available underlying assets at contract maturity.

Portfolio. Collection of securities and investments held by an investor.

Premium. The amount by which a bond or other financial instrument sells above its face value. See also "Discount."

Primary Dealer. A designation given to certain government securities dealer by the Federal Reserve Bank of New York. Primary dealers can buy and sell government securities directly with the Fed. Primary dealers also submit daily reports of market activity and security positions held to the Fed and are subject to its informal oversight. Primary dealers are the largest buyers and sellers by volume in the U.S. Treasury securities market.

Prime Paper. Commercial paper of high quality. Highest rated paper is A-1+/A-1 by S&P and P-1 by Moody's.

Principal. Face value of a financial instrument on which interest accrues. May be less than par value if some principal has been repaid or retired. For a transaction, principal is par value times price and includes any premium or discount.

Prudent Expert Rule. Standard that requires that a fiduciary manage a portfolio with the care, skill, prudence, and diligence, under the circumstances then prevailing, that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. This statement differs from the "prudent person" rule in that familiarity with such matters suggests a higher standard than simple prudence.

Prudent Investor Standard. Standard that requires that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. More stringent than the "prudent person" standard as it implies a level of knowledge commensurate with the responsibility at hand.

Qualified Public Depository - Per Subsection 280.02(26), F.S., "qualified public depository" means any bank, savings bank, or savings association that:

1. Is organized and exists under the laws of the United States, the laws of this state or any other state or territory of the United States.

2. Has its principal place of business in this state or has a branch office in this state which is authorized under the laws of this state or of the United States to receive deposits in this state.

3. Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12 U.S.C. ss.1811 et seq.

4. Has procedures and practices for accurate identification, classification, reporting, and collateralization of public deposits.

5. Meets all requirements of Chapter 280, F.S.

6. Has been designated by the Chief Financial Officer as a qualified public depository.

Range Note. A type of structured note that accrues interest daily at a set coupon rate that is tied to an index. Most range notes have two coupon levels; a higher accrual rate for the period the index is within a designated range, the lower accrual rate for the period that the index falls outside the designated range. This lower rate may be zero and may result in zero earnings.

Rate of Return. Amount of income received from an investment, expressed as a percentage of the amount invested.

Realized Gains (Losses). The difference between the sale price of an investment and its book value. Gains/losses are "realized" when the security is actually sold, as compared to "unrealized" gains/losses which are based on current market value. See "Unrealized Gains (Losses)."

Reference Bills: FHLMC's short-term debt program created to supplement its existing discount note program by offering issues from one month through one year, auctioned on a weekly or on an alternating four-week basis (depending upon maturity) offered in sizeable volumes ($1 billion and up) on a cycle of regular, standardized issuance. Globally sponsored and distributed, Reference Bill issues are intended to encourage active trading and market-making and facilitate the development of a term repo market. The program was designed to offer predictable supply, pricing transparency, and liquidity, thereby providing alternatives to U.S. Treasury bills. FHLMC's Reference Bills are unsecured general corporate obligations. This program supplements the corporation's existing discount note program. Issues under the Reference program constitute the same credit standing as other FHLMC discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Reference Notes: FHLMC's intermediate-term debt program with issuances of 2, 3, 5, 10, and 30-year maturities. Initial issuances range from $2 - $6 billion with re-openings ranging $1 - $4 billion.

The notes are high-quality bullet structures securities that pay interest semiannually. Issues under the Reference program constitute the same credit standing as other FHLMC notes; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Repurchase Agreement (Repo). A short-term investment vehicle where an investor agrees to buy securities from a counterparty and simultaneously agrees to resell the securities back to the counterparty at an agreed upon time and for an agreed upon price. The difference between the purchase price and the sale price represents interest earned on the agreement. In effect, it represents a collateralized loan to the investor, where the securities are the collateral. Can be DVP, where securities are delivered to the investor's custodial bank, or "tri-party" where the securities are delivered to a third party intermediary. Any type of security can be used as "collateral," but only some types provide the investor with special bankruptcy protection under the law. Repos should be undertaken only when an appropriate Securities Industry and Financial Markets Association (SIFMA) approved master repurchase agreement is in place.

Reverse Repurchase Agreement (Reverse Repo). A repo from the point of view of the original seller of securities. Used by dealers to finance their inventory of securities by essentially borrowing at short-term rates. Can also be used to leverage a portfolio and in this sense, can be considered risky if used improperly.

Safekeeping. Service offered for a fee, usually by financial institutions, for the holding of securities and other valuables. Safekeeping is a component of custody services.

Secondary Market. Markets for the purchase and sale of any previously issued financial instrument.

Securities Industry and Financial Markets Association (SIFMA). The bond market trade association representing the largest securities markets in the world. In addition to publishing a Master Repurchase Agreement, widely accepted as the industry standard document for Repurchase Agreements, the SIFMA also recommends bond market closures and early closes due to holidays.

Securities Lending. An arrangement between and investor and a custody bank that allows the custody bank to "loan" the investors investment holdings, reinvest the proceeds in permitted investments, and shares any profits with the investor. Should be governed by a securities lending agreement. Can increase the risk

of a portfolio in that the investor takes on the default risk on the reinvestment at the discretion of the custodian.

Sinking Fund. A separate accumulation of cash or investments (including earnings on investments) in a fund in accordance with the terms of a trust agreement or indenture, funded by periodic deposits by the issuer (or other entity responsible for debt service), for the purpose of assuring timely availability of moneys for payment of debt service. Usually used in connection with term bonds.

Spread. The difference between the price of a security and similar maturity U.S. Treasury investments, expressed in percentage terms or basis points. A spread can also be the absolute difference in yield between two securities. The securities can be in different markets or within the same securities market between different credits, sectors, or other relevant factors.

Standard & Poor's. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

STRIPS (Separate Trading of Registered Interest and Principal of Securities). Acronym applied to U.S. Treasury securities that have had their coupons and principal repayments separated into individual zero-coupon Treasury securities. The same technique and "strips" description can be applied to non-Treasury securities (e.g., FNMA strips).

Structured Notes. Notes that have imbedded into their structure options such as step-up coupons or derivative-based returns.

Supranational. Supranational organizations are international financial institutions that are generally established by agreements among nations, with member nations contributing capital and participating in management. These agreements provide for limited immunity from the laws of member countries. Bonds issued by these institutions are part of the broader class of Supranational, Sovereign, and Non-U.S. Agency (SSA) sector bonds. Supranational bonds finance economic and infrastructure development and support environmental protection, poverty reduction, and renewable energy around the globe. For example, the World Bank, International Finance Corporation (IFC), and African Development Bank (AfDB) have "green bond" programs specifically designed for energy resource conservation and management. Supranational bonds, which are issued by multi-national organizations that transcend national boundaries. Examples include the World Bank, African Development Bank, and European Investment Bank.

Swap. Trading one asset for another.

TAP Notes: Federal Agency notes issued under the FHLB TAP program. Launched in 6/99 as a refinement to the FHLB bullet bond auction process. In a break from the FHLB's traditional practice of bringing numerous small issues to market with similar maturities, the TAP Issue Program uses the four most common maturities and reopens them up regularly through a competitive auction. These maturities (2, 3, 5, and 10 year) will remain open for the calendar quarter, after which they will be closed and a new series of TAP issues will be opened to replace them. This reduces the number of separate bullet bonds issued, but generates enhanced awareness and liquidity in the marketplace through increased issue size and secondary market volume.

Tennessee Valley Authority (TVA). One of the large Federal Agencies. A wholly owned corporation of the United States government that was established in 1933 to develop the resources of the Tennessee Valley region in order to strengthen the regional and national economy and the national defense. Power operations are separated from non-power operations. TVA securities represent obligations of TVA, payable solely from TVA's net power proceeds, and are neither obligations of nor guaranteed by the United States. TVA is currently authorized to issue debt up to $30 billion. Under this authorization, TVA may also obtain

advances from the U.S. Treasury of up to $150 million. Frequent issuer of discount notes, agency notes, and callable agency securities.

Total Return. Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

Treasuries. Collective term used to describe debt instruments backed by the U.S. government and issued through the U.S. Department of the Treasury. Includes Treasury bills, Treasury notes, and Treasury bonds. Also a benchmark term used as a basis by which the yields of non-Treasury securities are compared (e.g., "trading at 50 basis points over Treasuries").

Treasury Bills (T-Bills). Short-term direct obligations of the United States government issued with an original term of one year or less. Treasury bills are sold at a discount from face value and do not pay interest before maturity. The difference between the purchase price of the bill and the maturity value is the interest earned on the bill. Currently, the U.S. Treasury issues 4-week, 13-week, and 26-week T-Bills.

Treasury Bonds. Long-term interest-bearing debt securities backed by the U.S. government and issued with maturities of ten years and longer by the U.S. Department of the Treasury.

Treasury Notes. Intermediate interest-bearing debt securities backed by the U.S. government and issued with maturities ranging from one to ten years by the U.S. Department of the Treasury. The Treasury currently issues 2-year, 3-year, 5-year, and 10-year Treasury Notes.

Trustee. A bank designated by an issuer of securities as the custodian of funds and official representative of bondholders. Trustees are appointed to insure compliance with the bond documents and to represent bondholders in enforcing their contract with the issuer.

Uniform Net Capital Rule. SEC Rule 15c3-1 that outlines the minimum net capital ratio (ratio of indebtedness to net liquid capital) of member firms and non-member broker/dealers.

Unrealized Gains (Losses). The difference between the market value of an investment and its book value. Gains/losses are "realized" when the security is actually sold, as compared to "unrealized" gains/losses which are based on current market value. See also "Realized Gains (Losses)."

Variable-Rate Security. A bond that bears interest at a rate that varies over time based on a specified schedule of adjustment (e.g., daily, weekly, monthly, semi-annually, or annually). See also "Floating Rate Note."

Weighted Average Maturity (or just "Average Maturity"). The average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. A simple measure of risk of a fixed-income portfolio.

Weighted Average Maturity to Call. The average maturity of all securities and investments of a portfolio, adjusted to substitute the first call date per security for maturity date for those securities with call provisions.

Yield Curve. A graphic depiction of yields on like securities in relation to remaining maturities spread over a time line. The traditional yield curve depicts yields on U.S. Treasuries, although yield curves exist for Federal Agencies and various credit quality corporates as well. Yield curves can be positively sloped (normal) where longer-term investments have higher yields, or "inverted" (uncommon) where longer-term investments have lower yields than shorter ones.

Yield to Call (YTC). Same as "Yield to Maturity," except the return is measured to the first call date rather than the maturity date. Yield to call can be significantly higher or lower than a security's yield to maturity.

Yield to Maturity (YTM). Calculated return on an investment, assuming all cash-flows from the security are reinvested at the same original yield. Can be higher or lower than the coupon rate depending on market rates and whether the security was purchased at a premium or discount. There are different conventions for calculating YTM for various types of securities.

Yield. There are numerous methods of yield determination. In this glossary, see also "Current Yield," "Yield Curve," "Yield to Call," and "Yield to Maturity."

Attachment B

Investment Pool/Fund Questionnaire

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Prior to investing in a money market fund/local government investment pool, proper due diligence is required.

General Fund/Pool Information:

1. Does the fund/pool attempt to maintain a stable net asset value or floating net asset value?
2. How is interest distributed, and how are gains and losses treated?
3. How often are statements and portfolio holdings distributed?
4. Is the fund/pool eligible for bond proceeds and/or will it accept such proceeds?

Oversight:

5. What are the fund/pool ratings by the Nationally Recognized Statistical Rating Organizations such as S&P, Moody's, Fitch, Kroll, etc.?
6. What are the eligible investment securities? Is there a written statement of investment policy and objectives?
7. How are the securities safeguarded (including the settlement processes)? How often are the securities priced? How often is the fund/pool audited?
8. Is there any additional oversight outside of the Board of Trustees?

Fund/Pool Statistics:

9. What is the current sector allocation of the fund/pool?
10. What is the fee schedule, and how and when is it assessed?

Liquidity:

11. Does the fund/pool follow GASB 79?
12. Does the fund/pool have any liquidity fees? If so, describe the terms.
13. Does the fund/pool have redemption gates? If so, describe them.

Investor Requirements

14. Who may invest in the program, how often, and what size deposits and withdrawals are allowed? Is there a limit regarding investor concentration? If so, what is it?

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Meeting: April 9, 2026

Agenda Item Type: Consent Agenda
Resolution No.2026-024R — Obsolete, Damage, and/or Surplus Property

Finance Agenda Item:
Resolution No. 2026-024R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing and directing the City Manager to declare items as obsolete, damaged, and/or surplus property and otherwise in the best interest of the City of St. Cloud.
COST: No cost associated with this item.
This item is to dispose of obsolete property.

Strategic Key Focus Areas:
-1

Background Information:
Various departments are requesting authorization to dispose of obsolete, damaged, and surplus City property. The obsolete, damaged, and surplus property will be disposed of by trading in for credit towards new equipment, donated, sold at cost, sold as scrap, sold via auction, sold at fair market value to other local governments, or in instances where items are unable to be disposed of by these means, they will be removed from service and properly discarded. Please see the itemized list attached as Exhibit 'A' to the resolution. Staff recommends approval of this request.

Legal Authority:
Resolution 2024-164R St. Cloud Capital Asset Policy; Florida Statute Chapter 274 the items will be declared obsolete, damaged and/or surplus; and Florida Administrative Code Chapter 69I-73.005 Disposition of property, Section: 2-B.

Budget and Recommendation:
There is no cost associated with this item.
Staff recommends **APPROVAL** of this item.

Finance Director's Comments:
Finance Director recommends **APPROVAL** of this item.

Procurement Director's Comments:
N/A

City Manager's Comments:
City Manager recommends approval

City Council Action:
Final Action 04/09/2026

Attachments:

1. Resolution No. 2026-024R
2. Fixed Assets table

RESOLUTION NUMBER 2026-024R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO DECLARE ITEMS AS OBSOLETE, DAMAGED, AND/OR SURPLUS PROPERTY AND OTHERWISE IN THE BEST INTEREST OF THE CITY OF ST. CLOUD.

WHEREAS, the City of St. Cloud has surplus property in its possession, which needs to be disposed of, and

WHEREAS, the items declared obsolete, damaged, and/or surplus will be traded in for credit toward new equipment, donated, sold at cost, sold as scrap, sold via auction, sold at fair market value to other local governments, or in instances where items are unable to be disposed of by these means, they will be removed from service and properly discarded.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Cloud, Florida, as follows:

Section I. The City Manager is authorized and directed to declare items as obsolete, damaged, and/or surplus in accordance with section 4 of the Fixed Assets Policy.

Section II. The list of items to be declared obsolete, damaged, and/or surplus is set forth in Exhibit 'A,' attached hereto and incorporated herein by reference.

Section III. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida this 9th day of April 2026.

CITY OF ST. CLOUD

_____

Christian B. Robertson, Mayor

ATTEST:

_____

Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED
de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP

_____

Daniel F. Mantzaris, City Attorney

City of St.Cloud
Fixed Asset

Exhibit 'A' to Resolution No. 2026-024R
Thursday, April 9, 2026

Assets will be disposed under the allowable methods as outlined in Florida Statutes Chapter 274, using the most efficient, cost-effective means. For assets that have a specific disposal method listed, that is the current intended disposal method. However, If we are unable to do so due to item condition or other unforeseen circumstances, we will dispose using alternate methods as allowable under Florida Statutes Chapter 274. For auction items, they will be listed through our auction vendor (s), unless otherwise desired by other local governments for puchase at fair market value.

								$ 1,188,700.83	$ 1,188,700.83	$0.00	
QTY	FA #	Imp	Description	Serial #	Unit/Tag #	Dept.	Reason	Date Acquired	Original Cost	L-T-D Depreciation	Current Value	Status
1	6401		MIXER/SWITCHER PANASONIC AG-MX 70L VIDEO	F3TVA00002	17773	MEDIA	OUT OF SERVICE PERMANENTLY	4/20/2004	$ 6,500.00	$ 6,500.00	$ -	F
1	55268		SOUND SYSTEM	N/A	19700	MEDIA	OUT OF SERVICE PERMANENTLY	1/11/2011	$ 27,977.19	$ 27,977.19	$ -	F
1	6396		MONITOR TOTE LCD-1330 (QTY 8)	MULTI-SERIAL	17262-17269	MEDIA	OUT OF SERVICE PERMANENTLY	4/20/2004	$ 10,280.00	$ 10,280.00	$ -	F
1	56906		SCRUBBER, WALK BEHIND	5680-10675575	N/A	FLEET	OUT OF SERVICE PERMANENTLY	4/23/2014	$ 9,718.30	$ 9,718.30	$ -	F
1	57520		WHEEL BALANCER, DIGITAL DISPLAY	N/A	19984	FLEET	OUT OF SERVICE PERMANENTLY	4/14/2015	$ 7,495.00	$ 7,495.00	$ -	F
1	57738		FREON RECOVERY MACHINE	386000-230715-005	19035	FLEET	OUT OF SERVICE PERMANENTLY	11/13/2015	$ 5,858.10	$ 5,858.10	$ -	F
1	57575		2015 FORD F-150 CREW CAB	1FTEW1CFXFKE31369	12-298	POLICE	AUCTION	7/24/2015	$ 28,178.49	$ 28,178.49	$ -	F
1	55649		2012 FORD F-250 TRUCK	1FT7W2B64CEC12742	12-250	POLICE	AUCTION	5/27/2012	$ 31,685.63	$ 31,685.63	$ -	F
1	57370		2015 CHEVEROLET SILVERADO C/C 1500	3GCPCREH7FG171387	12-285	POLICE	AUCTION	11/16/2014	$ 26,611.49	$ 26,611.49	$ -	F
1	57766		2016 FORD EXPLORER AWD	1FM5K8AR3GGC35873	12-304	POLICE	AUCTION	3/29/2016	$ 27,164.61	$ 27,164.61	$ -	F
1	57769		2016 FORD EXPLORER AWD	1FM5K8ARGGC35876	12-307	POLICE	AUCTION	3/21/2016	$ 27,184.62	$ 27,184.62	$ -	F
1	58434		2018 FORD EXPLORER INTERCEPTOR	1FM5K8AR3JGB12307	12-355	POLICE	AUCTION	5/10/2018	$ 29,010.49	$ 29,010.49	$ -	F
1	58435		2018 FORD EXPLORER INTERCEPTOR	1FM5K8AR5JGB12308	12-356	POLICE	AUCTION	5/8/2018	$ 29,010.49	$ 29,010.49	$ -	F
1	58883		2019 FORD EXPLORER INTERCEPTOR	1FM5K8AR7KGA30811	12-367	POLICE	AUCTION	1/4/2019	$ 29,010.49	$ 29,010.49	$ -	F
1	58687		2018 FORD EXPLORER FWD	1FM5K7B89JGC17062	3-46	PUBLIC WORKS	AUCTION	9/17/2018	$ 25,027.49	$ 25,027.49	$ -	F
1	56886		2014 MACK TRUCK SIDELOADER	1M2AU02C4EM008601	5-81	SOLID WASTE	REPLACED WITH NEW	11/5/2013	$ 135,599.11	$ 135,599.11	$ -	F
1	57887		2015 MACK TRUCK SIDELOADER	1M2AU04CXGM010272	5-86	SOLID WASTE	REPLACED WITH NEW	10/13/2016	$ 260,120.49	$ 260,120.49	$ -	F
1	4732		1999 STERLING DUMP TRUCK	2FZEWYB7XAF40538	24-65	SOLID WASTE	OUT OF SERVICE PERMANENTLY	2/26/1999	$ 70,023.85	$ 70,023.85	$ -	F
1	5816		2003 STERLING CLAM TRUCK	2FZACGCS93AL98077	5-55	SOLID WASTE	REPLACED WITH NEW	4/17/2003	$ 82,114.58	$ 82,114.58	$ -	F
1	37275		2007 KAWASAKI MULE UV	JKIAFC6137B512878	24-57	SOLID WASTE	OUT OF SERVICE PERMANENTLY	1/30/2007	$ 7,200.00	$ 7,200.00	$ -	F
1	6319	0-2	2005 STERLING ROLL OFF TRUCK	2FZHAZDE85AN96127	5-61	SOLID WASTE	REPLACED WITH NEW	9/30/2004	$ 73,803.85	$ 73,803.85	$ -	F
1	29962		2006 INTERNATIONAL CLAM TRUCK	1HTMMAAR67H3709090	5-64	SOLID WASTE	REPLACED WITH NEW	5/4/2006	$ 42,264.85	$ 42,264.85	$ -	F
1	56512	0-1	2013 FORD F-350 TRUCK	1FD8W3GT2DEA62149	XJ4766	STREETS	AUCTION	1/27/2013	$ 42,176.09	$ 42,176.09	$ -	F
1	24895		2005 DODGE 2500 4WD QUAD CAB	3D7KS28D45G775223	224289	STREETS	AUCTION	3/29/2005	$ 23,070.79	$ 23,070.79	$ -	F
1	6053		2004 VOLVO GRADER	27-201195	N/A	STREETS	OUT OF SERVICE PERMANENTLY	4/6/2004	$ 107,475.00	$ 107,475.00	$ -	F
1	3055		ROLLER 1.25 TON STONE	SR2500H	N/A	STREETS	OUT OF SERVICE PERMANENTLY	1/11/1993	$ 5,528.00	$ 5,528.00	$ -	F
1	58327		2018 DIXIE CHOPPER 60 INCH CUT	18000783	7-181	T&M	AUCTION	1/31/2018	$ 9,486.75	$ 9,486.75	$ -	F
1	58826		2019 DIXIE CHOPPER 60 INCH CUT	19010326	7-187	T&M	AUCTION	1/7/2019	$ 9,125.08	$ 9,125.08	$ -	F

For use by Fixed Asset Office:

Fixed Assets Disposition Date: _____

Fixed Asset AS400 Completion Date: _____

Meeting: April 9, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-027R Public Hearing Notice Buffer Requirement

Community Development Agenda Item:
Resolution No. 2026-027R, a resolution of the City Council of the City of St. Cloud, Florida, amending legal notice and advertising procedures for public hearings before the Zoning Board of Adjustment, Planning Commission, and City Council.
COST: There is no cost associated with this item.
This item is to amend the legal requirements for advertising public hearings.

Strategic Key Focus Areas:
High-Performing Government

Background Information:
The City of St. Cloud Land Development Code requires legal notices for public hearings in accordance with applicable Florida Statutes. Additional legal notice procedures for public hearings were authorized by Resolution 2014-002R, which was approved by City Council on January 9, 2014. The original notice procedures required a 300ft buffer and certified mailings. Changes to this resolution occurred in 2016 to eliminate certified mailings to reduce the cost of mailing and staff time.

On August 12, 2021, the City Council directed staff to increase mailing buffer distances from 300ft to 500ft to ensure that notifications included large parcels as well as entire subdivisions. Florida Statutes require public notices to be mailed 15 days prior to the public hearing, but it does state specific buffer requirements. Osceola County and City of Kissimmee currently utilize the 300ft buffer requirement when mailing public notices.

The proposed Resolution No. 2026-027R amends the public notice requirements to be consistent with Florida Statutes and surrounding municipalities by reducing the buffer requirements from 500ft and notification of entire subdivisions to 300ft and removing the requirement to notify an entire subdivision if the buffer includes part of the subdivision. This amendment will assist the City in reducing the cost of mailings and staff time.

Legal Authority:
Section 1.3.6.7.C.1 of the Land Development Code: All legal notices for public hearing before the city council will be in accordance with all applicable Florida Statutes and where specifically provided for in this Code. Any additional legal notice procedures will be maintained in the department of planning and zoning as authorized from time to time by resolution of the city council.

Budget and Recommendation:
There is no cost associated with this item.

Staff reviewed this request on or before March 16, 2026, and recommends **APPROVAL** of Resolution No. 2026-027R, amending the legal notice and advertising procedures for public hearings before the Zoning Board of Adjustment, Planning Commission, and City Council.

Finance Director's Comments:
N/A

Procurement Director's Comments:
N/A

City Manager's Comments:
City Manager recommends approval

City Council Action:
04/09/26 - Final Action

Attachments:
1. 1. CCA26-00004 PUBLIC HEARING BUFFER REQUIREMENTS STAFF REPORT 04.09.26 CC
2. CCA26-00004 Resolution No. 2026-027R 040926 CC

MEMORANDUM REPORT
FOR CITY COUNCIL – ON APRIL 9, 2026

To: Mayor Robertson and City Council Members

From: Tisha Manning, MBA, CBTO, Zoning Manager

Subject: Public Notice Buffer Requirements – CCA26-00004

Date: April 9, 2026

REQUEST: The request is to approve **Resolution No. 2026-027R** amending the legal notice and advertising procedures for public hearings before the Zoning Board of Adjustment, Planning Commission, and City Council.

BACKGROUND: The City of St. Cloud Land Development Code requires legal notices for public hearings in accordance with applicable Florida Statutes. Additional legal notice procedures for public hearings were authorized by Resolution 2014-002R, which was approved by City Council on January 9, 2014. The original notice procedures required a 300ft buffer and certified mailings. Changes to this resolution occurred in 2016 to eliminate certified mailings to reduce the cost of mailing and staff time.

On August 12, 2021, the City Council directed staff to increase mailing buffer distances from 300ft to 500ft to ensure that notifications included large parcels as well as entire subdivisions. Florida Statutes require public notices to be mailed 15 days prior to the public hearing, but it does state specific buffer requirements. Osceola County and City of Kissimmee currently utilize the 300ft buffer requirement when mailing public notices.

The proposed Resolution No. 2026-027R amends the public notice requirements to be consistent with Florida Statutes and surrounding municipalities by reducing the buffer requirements from 500ft and notification of entire subdivisions to 300ft and removing the requirement to notify an entire subdivision if the buffer includes part of the subdivision. This amendment will assist the City in reducing the cost of mailings and staff time.

STRATEGIC PLAN GOALS:
The proposed amendment to the Land Development Code meets the intent of the following City of St. Cloud Strategic Goal:

> ***High-Performing Government:*** *To focus on the continuity and sustainability of core public services; become an employer of choice; and be on the cutting-edge of technology.*

STAFF RECOMMENDATION:
Staff reviewed this request on or before March 16, 2026, and recommends APPROVAL of Resolution No. 2026-027R, amending the legal notice and advertising procedures for public hearings before the Zoning Board of Adjustment, Planning Commission, and City Council.

Attachments: Resolution No. 2026-027R

RESOLUTION NO. 2026-027R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AMENDING LEGAL NOTICE AND ADVERTISING PROCEDURES FOR PUBLIC HEARINGS BEFORE THE ZONING BOARD OF ADJUSTMENT, PLANNING COMMISSION, AND CITY COUNCIL.

WHEREAS, the City Council of the City of St. Cloud, Florida adopted Ordinance No. 2014-002R amending the Land Development Code as it relates to public notice and advertising requirements; and

WHEREAS, Section 1.3.6 of the Land Development Code of the City of St. Cloud, Florida provides that any additional legal notice procedures for public hearings before the Board of Adjustment and Planning Commission beyond those prescribed by Florida Statutes will be maintained in the Department of Planning and Zoning as authorized from time to time by resolution of the City Council; and

WHEREAS, Section 1.3.7 of the Land Development Code of the City of St. Cloud, Florida provides that any additional legal notice procedures for public hearings before the City Council beyond those prescribed by Florida Statutes will be maintained in the Department of Planning and Zoning as authorized from time to time by resolution of the City Council; and

WHEREAS, Resolution No. 2014-002R established additional legal notice and advertising procedures for public hearings before the Board of Adjustment, Planning Commission and City Council.

WHEREAS, the City Council of the City of St. Cloud, Florida adopted Resolution No. 2016-027R amending mailing requirements within Resolution No. 2014-002R; and

WHEREAS, the City Council of the City of St. Cloud, Florida adopted Resolution No. 2021-246R amending mailing requirements within Resolution No. 2016-027R; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, as follows:

SECTION 1.
Resolution No. 2021-246R is hereby amended to adopt the following legal notice and advertising procedures for public hearings before the Zoning Board of Adjustment, Planning Commission, and City Council:

A. A copy of any public notice shall be sent to the applicant and/or agent of the respective case electronically or via first class mail.
B. Notice for all public hearings, with the exception of Land Development Code amendments, Comprehensive Plan text amendments and Board of Adjustment administrative reviews, shall include property posting and notice letter sent via first class mail to property owners within ~~500~~ 300 feet of the subject property at least 15 days prior to the date of public hearing. ~~Mailings will avoid partial notification of a subdivision and will be sent to the entire subdivision if a portion of the subdivision is within the 500 feet buffer.~~ When the property owner's address is different than the site address, notice of the hearing will also be mailed to the tenants/occupants.

C. All public hearings before the Planning Commission, City Council, and Zoning Board of adjustment shall be noticed in a newspaper of general circulation in the municipality at least 10 days prior to the date of the public hearing, unless otherwise specifically provided for in Florida Statute.

SECTION 2.
This resolution shall take effect immediately upon its adoption by the City Council of the City of St. Cloud, Florida.

SECTION 3.
Effective Date. This resolution PASSED AND ADOPTED the 9th day of April 2026.

CITY OF ST. CLOUD

_____
Christian B. Robertson, Mayor

ATTEST:

_____
Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED:
DEBEAUBIEN, SIMMONS, KNIGHT, MANTZARIS & NEAL, LLP

_____
Daniel F. Mantzaris, City Attorney

Meeting: April 9, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-033R - Information Technology Products and Services

Procurement Agenda Item:
Resolution No. 2026-033R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the utilization of Omnia Partners Contract No. 2024056-01, which is reasonable and otherwise in the best interest of the City of St. Cloud, whose subject matter is Information Technology Products, Services and other solutions, providing the award thereof to CDW-Government, and their authorized resellers, and providing an effective date.
COST: Undetermined at this time as services are provided on an as-needed basis. This contract will be utilized by the IT Department for the purchase of Information Technology Products, Services and other Solutions, on an as-needed basis, from various approved and budgeted projects and expenditure accounts throughout the fiscal year.
This item is to approve the purchase of computers, monitors, scanners, printers, and related IT equipment, services and other solutions from CDW-Government, LLC.

Strategic Key Focus Areas:
High-Performing Government

Background Information:
Per Roberto Smith, IT Director, utilizing this cooperative contract allows the City of St. Cloud to efficiently procure essential IT equipment and software needed to support city operations, reduce procurement cycle times, and ensure compliance with competitive purchasing requirements. Approval by the City Council will authorize the IT Department to leverage this Master Agreement for ongoing and future technology needs, on an as-needed basis.

Legal Authority:
City of St. Cloud Procurement Policy of St. Cloud Procurement Policy Article VIII, Section 1.

Budget and Recommendation:
Undetermined at this time as services are provided on an as-needed basis. This contract will be utilized by the IT Department for the purchase of computers, monitors, scanners, printers, and related I.T. equipment, services and other solutions, on an as-needed basis, from various approved and budgeted projects and expenditure accounts throughout the fiscal year.
Staff recommends **APPROVAL** of this request.

Finance Director's Comments:
Finance Director recommends **APPROVAL** of this item.

Procurement Director's Comments:
Recommends approval

City Manager's Comments:
City Manager recommends approval

City Council Action:
04/09/2026 - Final Action

Attachments:
1. Resolution No. 2026-033R
2. 2024056-01_CDWG_EXE

RESOLUTION NO. 2026-033R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AUTHORIZING THE UTILIZATION OF OMNIA PARTNERS CONTRACT NO. 2024056-01, WHICH IS REASONABLE AND OTHERWISE IN THE BEST INTEREST OF THE CITY OF ST. CLOUD, WHOSE SUBJECT MATTER IS INFORMATION TECHNOLOGY PRODUCTS, SERVICES AND OTHER SOLUTIONS, PROVIDING THE AWARD THEREOF TO CDW-GOVERNMENT, AND THEIR AUTHORIZED RESELLERS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Cloud wishes to purchase computers, monitors, scanners, printers, and related I.T. equipment, services and other solutions, and

WHEREAS, the Omnia Partners awarded Contract No. 2024056-01 to CDW-Government, LLC, and

WHEREAS, the City of St. Cloud wishes to extend the benefit of the Omnia Partners No. 2024056-01 pursuant to the City of St. Cloud's Procurement Policy Article VIII, Section 1.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Cloud, Florida, as follows:

Section I. The Omnia Partners award to CDW-Government, LLC for the purchase of Information Technology Solutions, Products, and Services is found to be in the best interest of the City of St. Cloud.

Section II. The City Manager is authorized and is directed to issue a purchase order or "confirmation letter" to said bidder upon a final review of the award process.

Section III. The City Manager is specifically authorized to withhold the purchase order or "confirmation letter" upon his determination of any matter or factor, hereafter coming to his attention which may indicate such action is not in the City's best interest, provided that upon such withholding, the City Manager, with reasonable dispatch, shall present the issue to the City Council, in session, for review and direction.

Section IV. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida, this 9th day of April, 2026.

CITY OF ST. CLOUD

_____
Christian B. Robertson, Mayor

ATTEST:

_____
Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED
deBeaubien, Simmons, Knight, Mantzaris & Neal LLP

_____
Daniel F. Mantzaris, City Attorney

Information Technology Solutions, Products and Services
Executive Summary

Lead Agency: City of Mesa

Solicitation: 2024056

RFP Issued: November 16, 2023

Pre-Proposal Date: November 30, 2023

Response Due Date: December 19, 2023

Proposals Received: 11

Awarded to: SHI International and CDW Government

The City of Mesa Department of Procurement issued RFP# 2024056 on November 16, 2023 to establish a national cooperative contract for Information Technology Solutions, Products and Services.

The solicitation included cooperative purchasing language in Scope of Work, Section 6:

OMNIA PARTNERS CONTRACT REQUIREMENTS. *The City of Mesa, as the Principal Procurement Agency, defined in ATTACHMENT E, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on ATTACHMENT E, or as otherwise agreed to. ATTACHMENT E contains additional information about OMNIA Partners and the cooperative purchasing program.*

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Mesa website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)
- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT
- Las Vegas Review-Journal
- Kennebec Journal, ME

On December 19, 2023, proposals were received from the following offerors:

- Aspire HR
- Axelliant
- Carahsoft
- CDW Government
- Conquest Technology
- DiscountCell
- Free Alliance
- Quality Assurance
- SHI International
- World Wide Technology
- Zones

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with CDW Government LLC and SHI International and proceeding with contract award(s) upon successful completion of negotiations.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses.

The City of Mesa, OMNIA Partners and the following offerors successfully negotiated a contract: CDW Government and SHI International. The City of Mesa executed the agreements, each with a contract effective date of July 2, 2024.

Diversity Certifications: SHI is the largest minority woman owned business (MWBE) in the United States

The suppliers provided federal funds certifications which are available on the OMNIA Partners website for review.

Term:

Initial four-year agreement from July 2, 2024 through July 1, 2028 with the option to renew for three (3) additional two-year periods through July 1, 2034.

Pricing/Discount:

SHI pricing based on a discount off SHI Advertised Price list by category.

CDW-G pricing based on discount off CDW-G Nationally Advertised Pricing (NAP) for all products. The percentages represent the minimum discounts for participating agencies.

Meeting: April 9, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-034R - Cloud Solutions

Procurement Agenda Item:
Resolution No. 2026-034R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the utilization of State of Florida DMS Alternate Contract Source No. 43230000-NASPO-16-ACS, which is reasonable and otherwise in the best interest of the City of St. Cloud, whose subject matter is Cloud Solutions, providing the award thereof to Carahsoft Technology Corporation, and providing an effective date.
COST: Undetermined at this time as services are provided on an as-needed basis. This contract will be utilized by various departments for the purchase of IT related cloud and software solutions, on an as-needed basis from various approved and budgeted projects and expenditure accounts throughout the fiscal year.
This item is to approve the purchase of cloud and software solutions from Carahsoft Technology Corporation.

Strategic Key Focus Areas:
High-Performing Government

Background Information:
Per, Roberto Smith, IT Director, this contract will allow the City to purchase cloud and software solutions. Software includes the renewal of its annual subscription for Avolve ProjectDox under a new contract structure to support expanded functionality, modernized workflows, and improved integration with core permitting systems. This renewal aligns with the City's ongoing efforts to streamline development review processes, enhance digital permitting capabilities, and strengthen identity and access management across enterprise applications. Additional purchases include cloud forensics platform for the Police Department which is an all-inclusive digital forensics suite designed to unlock, decrypt, and extract data from iOS and Android devices.

Overall, this contract will modernize the City's electronic plan review environment, strengthen system interoperability, and position the organization to deliver higher business value through improved permitting efficiency, user experience, and workflow standardization.

Legal Authority:
St. Cloud Procurement Policy Article VIII, Sec. 1.

Budget and Recommendation:
Undetermined at this time as services are provided on an as-needed basis. This contract will be utilized by various departments for the purchase of IT related cloud and software solutions, on an as-needed basis from various approved and budgeted projects and expenditure accounts throughout the fiscal year.
Staff recommends **APPROVAL** of this request.

Finance Director's Comments:
Finance Director recommends **APPROVAL** of this item.

Procurement Director's Comments:
Recommends approval

City Manager's Comments:
City Manager recommends approval

City Council Action:
04/09/2026 - Final Action

Attachments:
1. Resolution No. 2026-034R
2. Cloud Solutions 43230000-NASPO-16-ACS Reference Guide V2

RESOLUTION NO. 2026-034R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AUTHORIZING THE UTILIZATION OF STATE OF FLORIDA DMS ALTERNATE CONTRACT SOURCE NO. 43230000-NASPO-16-ACS, WHICH IS REASONABLE AND OTHERWISE IN THE BEST INTEREST OF THE CITY OF ST. CLOUD, WHOSE SUBJECT MATTER IS CLOUD SOLUTIONS, PROVIDING THE AWARD THEREOF TO CARAHSOFT TECHNOLOGY CORPORATION, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of St. Cloud wishes to purchase Cloud and Software Solutions, and

WHEREAS, NASPO has previously advertised for bid Proposal CH16012 for Cloud Solutions, and

WHEREAS, NASPO has awarded to various manufacturers, and

WHEREAS, the State of Florida has evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state as an Alternate Contract Source, and

WHEREAS, the City of St. Cloud wishes to extend the benefit of the State of Florida Department of Management Services Contract No. 43230000-NASPO-16-ACS pursuant to the City of St. Cloud's Procurement Policy Article VIII, Section 1.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Cloud, Florida, as follows:

SECTION I. The State of Florida DMS Alternate Contract Source No. 43230000-NASPO-16-ACS and the NASPO award to Carahsoft Technology Corporation for the purchase of Cloud and Software Solutions is found to be in the best interest of the City of St. Cloud.

SECTION II. The City Manager is authorized and is directed to issue a purchase order or "confirmation letter" to said bidder upon a final review of the award process.

SECTION III. The City Manager is specifically authorized to withhold the purchase order or "confirmation letter" upon her determination of any matter or factor, hereafter coming to her attention which may indicate such action is not in the City's best interest, provided that upon such withholding, the City Manager, with reasonable dispatch, shall present the issue to the City Council, in session, for review and direction.

SECTION IV. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida this 9th day of April 2026.

CITY OF ST. CLOUD

_____

ATTEST: Christian B. Robertson, Mayor

_____

Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED
deBeaubien, Simmons, Knight, Mantzaris, & Neal, LLP

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Daniel F. Mantzaris, City Attorney

Department of
MANAGEMENT
SERVICES
Division of State Purchasing

Reference Guide

Cloud Solutions (43230000-NASPO-16-ACS)

This reference guide should be used as a reference and helpful guide to Customers. This guide does not take priority over Florida Statutes or Rule requirements.

- Alternate Contract Sources (ACS) are optional for state agencies and eligible users.
- **State Agencies**: Per 60A-1.043(4), F.A.C., and sections 287.056 and 287.0591, F.S., when purchasing Contractual Services or IT Commodities from Enterprise-Wide Agreements, agencies must issue RFQs to all vendors on the contract—or at least 25 vendors if the contract includes more than 25—and only to those contractors who are authorized to provide the specific job title(s) requested; refer to the "Pricing" section for contractor-specific job title availability.
- This contract offers authorized resellers, which can be found on the contractor's subpage.
- Allows purchase of cloud solutions, including Software as a Service (SaaS), Infrastructure as a Service (IaaS), and Platform as a Service (PaaS). Please note that this contract is only available for products and services that are not available on state term contracts or from SUNCOM.
- **METHOD OF PROCUREMENT**: C – Alternate contract source

SUNCOM

- In accordance with subsection 282.703(5), Florida Statutes, "All state agencies shall use the SUNCOM Network for agency telecommunications services as the services become available." Services available from SUNCOM can be found at https://www.dms.myflorida.com/suncom. If you have any questions regarding the services that are available through SUNCOM, please contact the Division of Telecommunications at 888-478-6266, then press 3 for assistance.

Frequently Asked Questions

- What should I do if I have an issue with the contractor?
  - Please refer to CPO Memorandum #3 for contractor performance.

10/23/2025

Additional Information

Start and end dates vary by contractor:

- **Accenture LLP:** 10/13/2022 through 9/15/2026
- **Atos IT Solutions and Services, Inc.:** 01/16/2019 through 09/15/2026
- **Carahsoft:** 07/31/2017 through 09/30/2026
- **CenturyLink Communications, LLC dba Lumen:** 03/29/2022 through 09/15/2026
- **CherryRoad Technologies:** 07/31/2017 through 09/15/2026
- **CSRA State and Local Solutions LLC:** 09/25/2017 through 09/15/2026
- **Deloitte Consulting LLP:** 07/31/2017 through 09/30/2026
- **DLT Solutions:** 09/25/2017 through 09/30/2021, 01/05/2022 through 09/15/2026
- **EC America, Inc.:** 09/15/2021 through 09/15/2026
- **ECS Federal, LLC:** 04/30/2019 through 09/30/2026
- **Ensono, LLC (formerly Ensono, LP):** 08/11/2021 through 09/15/2026
- **GuideSoft, Inc. dba Knowledge Services:** 07/31/2017 through 09/15/2026
- **Hewlett Packard Enterprise Company:** 05/27/2021 through 09/15/2026
- **Insight Public Sector, Inc.:** 09/25/2017 through 09/30/2026
- **International Business Machines Corporation:** 5/8/2024 through 9/15/2026
- **Kyndryl, Inc.:** 06/28/2022 through 09/15/2026
- **NTT DATA, Inc:** 09/25/2017 through 09/30/2026
- **NWN Corporation:** 09/20/2022 through 09/15/2026
- **Presidio Networked Solutions LLC:** 02/26/2021 through 09/15/2026
- **Quest Media and Supplies, Inc.:** 03/02/2021 through 09/15/2026
- **SHI International Corp.:** 09/25/2017 through 09/15/2026
- **Smartronix, Inc.:** 09/25/2017 through 09/30/2026
- **Strategic Cloud Communications, LLC:** 03/12/2021 through 09/15/2026
- **The Consultants Consortium, Inc. dba TCC Software Solutions:** 01/16/2019 through 09/30/2026
- **Unisys Corp.:** 07/31/2017 through 09/30/2026
- **Visionary Integration Professionals, LLC:** 11/1/2022 through 09/15/2026
- **WellSky Corporation:** 08/03/2020 through 09/30/2021, 01/11/2022 through 09/15/2026

Meeting: April 9, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-046R - Roofing Contractor Services

Procurement Agenda Item:
Resolution No. 2026-046R, a resolution of the City Council of the City of St. Cloud, Florida, approving amendments to the agreements between the City of St. Cloud and A. Bartlett Roofing and Construction Services, LLC, Advanced Roofing, Inc., APD Construction, LLC, Architectural Sheet Metal, Inc., BigKing Services, Central Florida Equity Builders, Ferrara Consultants and Space Age Roof Tech, LLC, Grove Construction, Hodges Brothers Roofing, LLC, Hurricane Roofing and Construction, Janja Group, LLC, MVB & Associates, Inc., Next Dimension Construction and Roofing, PRS, Inc., RMS Orlando, Inc., SEMCO Construction, Inc., Story Roofing, LLC, Tecta America Southeast, LLC, and United Construction Solutions for Roofing contractor services, and providing an effective date.
COST: Undetermined at this time as services are provided on an "as-needed" basis. These contracts will be utilized by various departments on an as-needed basis from approved and budgeted expenditure accounts.
This item is to approve amendments to agreements for roofing contractor services to increase the maximum aggregate of purchase orders to exceed $150,000.00 annually.

Strategic Key Focus Areas:
Effective Community Safety

Background Information:
These Amendments will allow the increase of the maximum aggregate of purchase orders to A. Bartlett Roofing and Construction Services, LLC, Advanced Roofing, Inc., APD Construction, LLC, Architectural Sheet Metal, Inc., BigKing Services, Central Florida Equity Builders, Ferrara Consultants and Space Age Roof Tech, LLC, Grove Construction, Hodges Brothers Roofing, LLC, Hurricane Roofing and Construction, Janja Group, LLC, MVB & Associates, Inc., Next Dimension Construction and Roofing, PRS, Inc., RMS Orlando, Inc., SEMCO Construction, Inc., Story Roofing, LLC, Tecta America Southeast, LLC, and United Construction Solutions to exceed $150,000.00 annually.

Legal Authority:
Section 12(D) of the Agreements.

Budget and Recommendation:
Undetermined at this time. These contracts will be utilized by various departments on an as-needed basis from various approved and budgeted projects and expenditure accounts throughout the fiscal year.
Staff recommends **APPROVAL** of this request.

Finance Director's Comments:

Finance Director recommends **APPROVAL** of this item.

Procurement Director's Comments:
Recommends approval

City Manager's Comments:
City Manager recommends approval

City Council Action:
04/09/2026 - Final Action

Attachments:
1. Resolution No. 2026-046R

RESOLUTION NO. 2026-046R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, APPROVING AMENDMENTS TO THE AGREEMENTS BETWEEN THE CITY OF ST. CLOUD AND A. BARTLETT ROOFING AND CONSTRUCTION SERVICES, LLC, ADVANCED ROOFING, INC., APD CONSTRUCTION, LLC, ARCHITECTURAL SHEET METAL, INC., BIGKING SERVICES, CENTRAL FLORIDA EQUITY BUILDERS, FERRARA CONSULTANTS AND SPACE AGE ROOF TECH, LLC, GROVE CONSTRUCTION, HODGES BROTHERS ROOFING, LLC, HURRICANE ROOFING AND CONSTRUCTION, JANJA GROUP, LLC, MVB & ASSOCIATES, INC., NEXT DIMENSION CONSTRUCTION AND ROOFING, PRS, INC., RMS ORLANDO, INC., SEMCO CONSTRUCTION, INC., STORY ROOFING, LLC, TECTA AMERICA SOUTHEAST, LLC, AND UNITED CONSTRUCTION SOLUTIONS FOR ROOFING CONTRACTOR SERVICES, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has contracts with A. Bartlett Roofing and Construction Services, LLC, Advanced Roofing, Inc., APD Construction, LLC, Architectural Sheet Metal, Inc., BigKing Services, Central Florida Equity Builders, Ferrara Consultants and Space Age Roof Tech, LLC, Grove Construction, Hodges Brothers Roofing, LLC, Hurricane Roofing and Construction, Janja Group, LLC, MVB & Associates, Inc., Next Dimension Construction and Roofing, PRS, Inc., RMS Orlando, Inc., SEMCO Construction, Inc., Story Roofing, LLC, Tecta America Southeast, LLC, and United Construction Solutions for Roofing Contractor Services with a not-to-exceed amount of $150,000.00 annually in the aggregate of all purchase orders; and

WHEREAS, the City anticipates the need to exceed $150,000.00 annually in the aggregate of all purchase orders.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Cloud, Florida, as follows:

SECTION I. The City Manager is authorized to increase the maximum aggregate of purchase orders to A. Bartlett Roofing and Construction Services, LLC, Advanced Roofing, Inc., APD Construction, LLC, Architectural Sheet Metal, Inc., BigKing Services, Central Florida Equity Builders, Ferrara Consultants and Space Age Roof Tech, LLC, Grove Construction, Hodges Brothers Roofing, LLC, Hurricane Roofing and Construction, Janja Group, LLC, MVB & Associates, Inc., Next Dimension Construction and Roofing, PRS, Inc., RMS Orlando, Inc., SEMCO Construction, Inc., Story Roofing, LLC, Tecta America Southeast, LLC, and United Construction Solutions to exceed $150,000.00 annually.

SECTION II. Once approved by the Council, the City Manager, or Designee, shall have the authority to execute 1) agreement renewals which do not increase the annual not to exceed amount and 2) contract amendments which do not increase the not to exceed amount of the contract or the scope of services as approved by the Council.

SECTION III. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida, on this 9th day of April 2026.

CITY OF ST. CLOUD

_____
Christian B. Robertson, Mayor

ATTEST:

_____
Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED
deBeaubien, Simmons, Knight, Mantzaris, & Neal, LLP

_____
Daniel F. Mantzaris, City Attorney

Meeting: April 9, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-035R - Community Center Reroof

Procurement Agenda Item:
Resolution No. 2026-035R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the City Manager to enter into a task authorization to the contract and agreement for Roofing Contract Services with APD Construction LLC dated November 6, 2025 for Community Center Reroof, and any amendments thereto, and providing an effective date.
COST: up to $209,096.40
This item is to approve a task authorization with APD Construction LLC to replace the Community Center roof.

Strategic Key Focus Areas:
Effective Community Safety

Background Information:
Per Jaime Morales, Deputy Public Works Director, the Community Center roof is beyond its useful life and has been a recurring maintenance issue for approximately two years. The repairs not only include a new roof, but an upgraded latch system equipped with safety rails. The roof parapet and flashing will also be replaced to create a new and proper seal. This project is critical to the City as the Community Center is used as a special needs shelter during emergencies.

Legal Authority:
St. Cloud Procurement Policy Article III, Sec. 5.

Budget and Recommendation:
Budgeted $209,096.40 /Actual Cost up to $209,096.40
120-7080-519-62-00
Staff recommends **APPROVAL** of this request.

Finance Director's Comments:
Finance Director recommends **APPROVAL** of this item.

Procurement Director's Comments:
Recommends approval

City Manager's Comments:
City Manager recommends approval

City Council Action:
04/09/2026 - Final Action

Attachments:

1. Resolution No. 2026-035R
2. [APD Construction LLC] 2025-034.6

RESOLUTION NO. 2026-035R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A TASK AUTHORIZATION TO THE CONTRACT AND AGREEMENT FOR ROOFING CONTRACT SERVICES WITH APD CONSTRUCTION, LLC., DATED NOVEMBER 6, 2025 FOR COMMUNITY CENTER REROOF, AND ANY AMENDMENTS THERETO, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has a contract and agreement for Roofing Contract Services with APD Construction, LLC, dated November 6, 2025, and

WHEREAS, the City is in need of roofing services for a roof replacement on the Community Center, and

WHEREAS, APD Construction, LLC, has submitted a proposal for the tasks.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Cloud, Florida, as follows:

SECTION I. The City Manager is authorized and is directed, where appropriate, to enter into a task authorization to that certain agreement dated November 6, 2025, as approved by the City Attorney, and any amendments thereto, between the City of St. Cloud and APD Construction, LLC.

SECTION II. The City Manager is authorized and is directed where appropriate, to approve payment of additional costs above the amount approved hereunder due to increased costs for products and services due to growth, project needs, volatility of commodities or unforeseen conditions. The City Manager's authority to approve said purchases or services shall not exceed the approved cost plus ten percent (10%).

SECTION III The City Manager is authorized and is directed, where appropriate, to issue a purchase order or "confirmation letter" to said provider.

SECTION IV. The City Manager is specifically authorized to withhold the purchase order or "confirmation letter" upon determination of any matter or factor, hereafter coming to her attention which may indicate such action is not in the City's best interest, provided that upon such withholding, the City Manager, with reasonable dispatch, shall present the issue to the City Council, in session, for review and direction.

SECTION V. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida this 9th day of April 2026.

CITY OF ST. CLOUD

_____
Christian B. Robertson, Mayor

ATTEST:

_____
Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED
deBeaubien, Simmons, Knight, Mantzaris, & Neal, LLP

_____
Daniel F. Mantzaris, City Attorney

[APD CONSTRUCTION LLC] RESPONSE DOCUMENT REPORT

QUO No. 2025-034.6

Community Center Reroof

RESPONSE DEADLINE: March 4, 2026 at 4:00 pm

Report Generated: Thursday, March 5, 2026

APD Construction LLC Response

CONTACT INFORMATION

Company:
APD Construction LLC

Email:
info@apdconstruction.com

Contact:
Ariel Padilla

Address:
2750 Taylor Ave
Suite B206
Orlando, FL 32806

Phone:
N/A

Website:
https://www.apdconstruction.com/

Submission Date:
Mar 4, 2026 10:32 AM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Mar 4, 2026 10:27 AM by Ariel Padilla

QUESTIONNAIRE

1. **Vendor Name:***
APD Construction LLC

2. **Vendor Address:***
2750 Taylor Ave. Suite B206. Orlando, FL 32806

3. **Contact Person***
Ariel Padilla

4. **Contact Person Phone Number***
4072238897

5. **Contact Person Email Address***
info@apdconstruction.com

PRICE TABLES

COMMUNITY CENTER REROOF

Total cost must include labor, materials, supplies and warranty.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Community Center Reroof	1	LS	$209,096.40	$209,096.40
TOTAL					**$209,096.40**

Addendum No. 1

To: All Prospective Bidders

From: Demetrius Shields – Sr. Procurement Specialist

Subject: QUO No. 2025-034.6 Community Center Reroof

Date: March 3, 2026

ATTENTION: ALL PROSPECTIVE BIDDERS ARE CAUTIONED NOT TO CONTACT ANY CITY OF ST. CLOUD ELECTED OFFICIALS, STAFF MEMBERS OR CONSULTANTS WORKING ON BEHALF OF THE CITY REGARDING THIS SOLICITATION FROM THE TIME OF ADVERTISEMENT THROUGH AND INCLUDING AWARD EXCEPT PRIOR TO THE DEADLINE FOR QUESTIONS.

This addendum includes the following:

- Minutes from the mandatory pre-bid meeting held on February 23, 2026

This information will be logged on to https://secure.procurenow.com/portal/stcloud.

MINUTES FROM MANDATORY PRE-BID MEETING ON FEBRUARY 23, 2026

QUO NO. 2025-034.6 COMMUNITY CENTER REROOF

City of St. Cloud Attendees:

Zuzell Gil – Procurement Manager
Demetrius Shields – Sr. Procurement Specialist
Juliana Wilson – Procurement Specialist
Jaime Morales - Deputy Public Works Director
Lily Jaimes - Building Maintenance Supervisor

The deadline for questions is February 27, 2026, 5:00 P.M.

The Bid due date is March 4, 2026, 4:00 P.M.

Questions asked at the mandatory pre-bid meeting:

1. Q: Lighting protection system, will you have someone in charge of the removal and reinstall?
   A: Per Jaime Morales, the responsibility will be on you the vendor.

2. Q: Do you still want new insulation?
   A: Per Jaime Morales; Yes.

3. Q: The overflow scupper is that going to be included with the downspouts or leave it the way it is?
   A: Per Jaime Morales, leave it where it is.

4. Q: On the coping, are you replacing the coping or reusing the coping?
   A: Per Jaime Morales, replace it.

REQUEST FOR QUOTES (QUO)

2025-034.6

COMMUNITY CENTER REROOF

City of St. Cloud

1300 9th Street

St. Cloud, FL 34769

RELEASE DATE: February 20, 2026

DEADLINE FOR QUESTIONS: February 27, 2026

RESPONSE DEADLINE: March 4, 2026, 4:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/stcloud

City of St. Cloud
REQUEST FOR QUOTES (QUO)
Community Center Reroof

I. Request for Quote .....
II. Scope of Work .....
III. Pricing Proposal .....
IV. Vendor Questionnaire.....

Attachments:

A - Work_site

B - Building_Fee_Schedule_Update_2026-001R_-_Master_-_ADA

1. Request for Quote

1.1. Summary

The City of St. Cloud is seeking quotes from pre-qualified roofing contractors in accordance with ITB No.: 2025-034 - Roofing Contractor Services. It is the intent of this solicitation to secure a roofing contractor to furnish all labor, materials, and supplies necessary to replace the current Comunity Center roof.

1.2. Background

The City of St. Cloud is seeking quotes for the following

Request for Quotes (QUO) Community Center Reroof

TO BE CONSIDERED, BIDS MUST BE UPLOADED ELECTRONICALLY AND SUBMITTED THROUGH

https://procurement.opengov.com/portal/stcloud

QUOTES WILL BE OPENED ON Wednesday, March 4, 2026 4:00 pm, LOCAL TIME

Quote documents and specifications are available via the City's e-Procurement Portal ("Portal") at https://procurement.opengov.com/portal/stcloud. **A Mandatory Pre-Bid Conference will be held on Monday, February 23, 2026** 9:30 am **local time at 3101 17th Street, St. Cloud, FL 34769**. Quotes shall be submitted according to the specifications, terms and conditions, and submitted on the forms in the Portal. Quotes shall be submitted electronically prior to the specified date and time. All questions shall be addressed **in writing** and sent via the Portal's Questions and Answers tab. **The deadline for submitting questions is Friday, February 27, 2026 at 5:00 pm. Questions will not be answered if received after this date and time.**

The stated scope of work in this Request for Quotes (QUO) solicitation will be performed in addition to all other services, terms, obligations, and warranties set forth in ITB No.: 2025-034 - Roofing Contractor Services.

1.3. Contact Information

Procurement Services
Procurement Services
1300 9th Street
Building A, 2nd Floor
St. Cloud, FL 34769

Email: purchasing@stcloudfl.gov
Phone: (407) 957-7212

Department:
Procurement

Department Head:
Leslie Flores
Procurement Services Director

1.4. Timeline

Release Project Date	February 20, 2026
Pre-Proposal Meeting (Mandatory)	February 23, 2026, 9:30am 3101 17th Street, St. Cloud, FL 34769
Question Submission Deadline	February 27, 2026, 5:00pm
Proposal Submission Deadline	March 4, 2026, 4:00pm

2. Scope of Work

It is the intent of this solicitation to secure a contractor to furnish all labor, materials, and supplies necessary for the removal and replacement of the existing roofing system at the Community Center in accordance with the detailed scope of work.

2.1. Permitting and Testing

1. Engineered signed and sealed design wind pressure calculation.
2. Miami Dade Product Approval NOA for the proposed system.
3. Roof plan with elevations of deck and parapet walls.
4. Provide roof attachment and engineered fastening pattern in accordance with Florida Building Cod

2.2. Preparatory Work

1. Remove all existing roofing down to the plywood deck. Remove only as much roofing in one working day period that can be dried in with self-adhered underlayment. Water cut off to be installed at the end of each working day to assure a watertight condition.
2. Broom clean the entire roof. Remove all dust and dirt, then thoroughly clean with a power air blower.
3. Remove roofing debris and cart away to the local dump site or landfill.
4. Existing decking will be re-nailed to meet Florida Building Codes.

2.3. Flat Roof System

1. Provide and install a new single-ply roofing system of approximately 17,000 SF, 60 mil fully adhered TPO membrane.
2. Include new insulation as needed to achieve a minimum R-value of 20.
3. Install new flashings, sealants, and roof edge metals per manufacturer’s specifications.
4. Ensure watertight integration at all roof penetrations, and curbs.

2.4. Lightning Protection System

1. Furnish and install a complete, code-compliant lightning protection system for the building in accordance with NFPA 780, UL 96, UL 96A, and applicable Florida Building Code requirements.
2. System shall include, but not be limited to: air terminals, conductors, bonding to the existing building grounding electrode system, fasteners, connectors, and accessories.

3. Lightning protection components shall be compatible with the roofing system and installed in a manner that does not compromise roof warranties or watertight integrity.
4. Contractor shall coordinate lightning protection layout with the City prior to installation and provide as-built drawings and certification upon completion.

2.5. Roof Hatch Fall Protection

1. Provide and install a permanent fall protection system around the existing roof hatch.
2. System shall consist of a continuous OSHA-compliant guardrail system meeting 29 CFR 1910 and 29 CFR 1926 requirements, including top rail, mid rail, toe board where required, and a self-closing safety gate at the roof hatch opening.
3. Fall protection system may be non-penetrating or penetrating as required by engineering and manufacturer recommendations and shall be fully flashed and sealed to maintain roof integrity.
4. System shall be designed to withstand required live, wind, and impact loads in accordance with applicable codes.

2.6. Miscellaneous Installations

1. Shop fabricate and install new 24-gauge Kynar galvanized metal drip edge. Set same in mastic and flash per manufacturer's recommendations.
2. Furnish and install manufacturer-approved penetration boots and flashing for all roof penetrations, including but not limited to electrical conduits, piping, lighting conduits, and other miscellaneous penetrations, ensuring a watertight installation.
3. Crane, and other fees shall be included. Lift plan should be sent to the city before using the crane during the project (if applicable).
4. No charges for City roofing permits will be incurred.

2.7. Warranty

If, within one year after the date of completion of the work or designated portion thereof or within one year after acceptance by the Owner of designated project or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it within seven (7) calendar days, after receipt of a written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The Owner shall give such notice as soon as practicable after discovery of the condition by the Owner.

3. Pricing Proposal

COMMUNITY CENTER REROOF

Total cost must include labor, materials, supplies and warranty.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Community Center Reroof	1	LS		
TOTAL					

4. Vendor Questionnaire

4.1. Vendor Name:*

*Response required

4.2. Vendor Address:*

*Response required

4.3. Contact Person*

*Response required

4.4. Contact Person Phone Number*

*Response required

4.5. Contact Person Email Address*

*Response required

Meeting: April 9, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-036R - Progress Lane Roof Replacement

Procurement Agenda Item:
Resolution No. 2026-036R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the City Manager to enter into a task authorization to the contract and agreement for Roofing Contract Services with APD Construction LLC dated November 6, 2025 for Progress Lane Roof Replacement, and any amendments thereto, and providing an effective date.
COST: up to $246,545.51
This item is to approve a task authorization with APD Construction LLC for the complete removal and replacement of the existing roofing systems for the modular buildings located at 3101 Progress Lane.

Strategic Key Focus Areas:
Effective Community Safety

Background Information:
Per Jaime Morales, Deputy Public Works Director, the intent of this project is to continue the repairs needed to address leaks throughout the four modular buildings. These repairs are an ongoing effort to make all modular buildings, useable space for City departments and partners. The current condition of the roof lining is deteriorating, allowing water to penetrate. Several short-term repairs have been made but the problems persist, which require the long-term solution of installing a new roof.

Legal Authority:
St. Cloud Procurement Policy Article III, Sec. 5.

Budget and Recommendation:
Budgeted $246,545.51/Actual Cost up to $246,545.51
120-7080-519-62-00
Staff recommends **APPROVAL** of this request.

Finance Director's Comments:
Finance Direcfor recommends **APPROVAL** of this item.

Procurement Director's Comments:
Recommends approval

City Manager's Comments:
City Manager recommends approval

City Council Action:

04/09/2026 - Final Action

Attachments:
1. Resolution No. 2026-036R
2. [APD Construction LLC] Response Document Report

RESOLUTION NO. 2026-036R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A TASK AUTHORIZATION TO THE CONTRACT AND AGREEMENT FOR ROOFING CONTRACT SERVICES WITH APD CONSTRUCTION LLC DATED NOVEMBER 6, 2025 FOR PROGRESS LANE ROOF REPLACEMENT, AND ANY AMENDMENTS THERETO, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has a contract and agreement for Roofing Contract Services with APD Construction LLC, dated November 6, 2025, and

WHEREAS, the City is in need of roofing services for the complete removal and replacement of the existing roofing systems for the modular buildings located at 3101 Progress Lane, and

WHEREAS, APD Construction LLC, has submitted a proposal for the tasks.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Cloud, Florida, as follows:

SECTION I. The City Manager is authorized and is directed, where appropriate, to enter into a task authorization to that certain agreement dated November 6, 2025, as approved by the City Attorney, and any amendments thereto, between the City of St. Cloud and APD Construction LLC.

SECTION II. The City Manager is authorized and is directed where appropriate, to approve payment of additional costs above the amount approved hereunder due to increased costs for products and services due to growth, project needs, volatility of commodities or unforeseen conditions. The City Manager's authority to approve said purchases or services shall not exceed the approved cost plus ten percent (10%).

SECTION III. The City Manager is authorized and is directed, where appropriate, to issue a purchase order or "confirmation letter" to said provider.

SECTION IV. The City Manager is specifically authorized to withhold the purchase order or "confirmation letter" upon determination of any matter or factor, hereafter coming to her attention which may indicate such action is not in the City's best interest, provided that upon such withholding, the City Manager, with reasonable dispatch, shall present the issue to the City Council, in session, for review and direction.

SECTION V. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida this 9th day of April 2026.

CITY OF ST. CLOUD

_____
Christian B. Robertson, Mayor

ATTEST:

_____
Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED
deBeaubien, Simmons, Knight, Mantzaris, & Neal, LLP

_____
Daniel F. Mantzaris, City Attorney

[APD CONSTRUCTION LLC] RESPONSE DOCUMENT REPORT

QUO No. 2025-034.8

Progress Lane Roof Replacements

RESPONSE DEADLINE: March 6, 2026 at 4:00 pm

Report Generated: Tuesday, March 31, 2026

APD Construction LLC Response

CONTACT INFORMATION

Company:
APD Construction LLC

Email:
info@apdconstruction.com

Contact:
Ariel Padilla

Address:
2750 Taylor Ave
Suite B206
Orlando, FL 32806

Phone:
N/A

Website:
https://www.apdconstruction.com/

Submission Date:
Mar 6, 2026 2:35 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Mar 6, 2026 1:27 PM by Ariel Padilla

QUESTIONNAIRE

1. **Vendor Name:***
APD Construction LLC

2. **Vendor Address:***
2750 Taylor Ave. Suite B206. Orlando, FL 32806

3. **Contact Person***
Ariel Padilla

4. **Contact Person Phone Number***
4072238897

5. **Contact Person Email Address***
info@apdconstruction.com

PRICE TABLES

PROGRESS LANE ROOF REPLACEMENTS

Total cost must include labor, materials, supplies and warranty.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Building A	1	LS	$73,832.61	$73,832.61
2	Building B	1	LS	$73,832.61	$73,832.61
3	Building C	1	LS	$73,832.61	$73,832.61
4	Building D	1	LS	$25,047.68	$25,047.68
TOTAL					$246,545.51

ADDITIONAL COSTS

Total cost must include labor, materials, supplies and warranty.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Deck repair (as needed)	1	LS	$95.00	$95.00
2	Roof drains replacement (as needed)	1	LS	$280.00	$280.00
TOTAL					$375.00

Meeting: April 9, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-039R - Economic Development Consulting Services

Procurement Agenda Item:
Resolution No. 2026-039R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the City Manager to enter into an agreement with Goman York Property Advisers LLC., per Request for Qualifications (RFQ) 2025-209 Economic Development Consulting Services, and providing an effective date.
COST: Undetermined at this time as goods and services are provided on a task authorization basis. These contracts will be utilized for consultant services on an as-needed basis for various approved projects and budgeted expenditure accounts.
This item is to approve agreement with Goman York Property Advisers LLC., for RFQ No. 2025-209 Economic Development Consulting Services.

Strategic Key Focus Areas:
Diverse Innovative and Magnetic Economic Development

Background Information:
RFQ No. 2025-209 Economic Development Consulting Services was advertised in the Orlando Sentinel, VendorLink, Florida Department of Management Services, and on OpenGov beginning January 4, 2026, with a due date of February 5, 2026. OpenGov shows that there were 10,080 notifications to matching vendors and 82 plan holders for this RFQ.

Fifteen (15) submittals were received for the following companies (in alphabetical order):

1. Ayres Associates Inc
2. BusinessFlare LLC.
3. GAI Consultants
4. GBM Global Solutions, LLC
5. Goman York Property Advisers LLC
6. Inspire Placemaking Collective, Inc.
7. Jon Stover & Associates
8. LM Genuine Solutions
9. Marketing Alliance Inc
10. Marq Neasman Consulting Co.
11. MGT Impact Solutions, LLC
12. Rangel Strategies LLC
13. Redevelopment Management Associates
14. SiteCorp Consulting LLC
15. The Legis Group

A five-member evaluation committee independently reviewed and scored the submittals according to the RFQ criteria. The committee held discussion on the scoring and ranking and it

was determined to recommend the award to Goman York Property Advisers LLC.

Legal Authority:
St. Cloud Procurement Policy Article III, Sec. 6.

Budget and Recommendation:
Undetermined at this time as goods and services are provided on an as-needed basis. This contract will be utilized for consulting services on an as-needed basis from various approved projects and budgeted expenditure accounts.
Staff recommends **APPROVAL** of this request.

Finance Director's Comments:
Finance Director recommends **APPROVAL** of this item.

Procurement Director's Comments:
Recommends approval

City Manager's Comments:
City Manager recommends approval

City Council Action:
04/09/2026 - Final Action

Attachments:
1. Resolution No. 2026-039R
2. 2025-209 Agreement

RESOLUTION NO. 2026-039R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSULTANT SERVICES AGREEMENT WITH GOMAN YORK PROPERTY ADVISERS LLC., PER REQUEST FOR QUALIFICATIONS (RFQ) 2025-209 ECONOMIC DEVELOPMENT CONSULTING SERVICES, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Cloud is in need of economic development consulting services, and

WHEREAS, the City of St. Cloud advertised RFQ No. 2025-209 Economic Development Consulting Services, and

WHEREAS, the submittals have been regularly processed, and the review committee has ranked the respondents based upon identified components in accordance with the request for qualifications and the anticipated needs of the City of St. Cloud.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Cloud, Florida, as follows:

SECTION I. The City Manager is hereby authorized and directed, after consultation and review by the City Attorney, to enter into a consultant services agreement with Goman York Property Advisers LLC.

SECTION II. The City Manager shall have the authority to execute 1) agreement renewals which do not increase the annual not to exceed amount and 2) contract amendments which do not increase the no to exceed amount of the contract of the scope of services as approved.

SECTION III. The Mayor and/or City Manager are specifically authorized to withhold the formal written agreement upon their determination of any matter or factor, hereafter coming to their attention, which may indicate such action is not in the City's best interest, provided that upon such withholding, the City Manager, with reasonable dispatch, shall present the issue to the City Council, in session, for review and direction.

SECTION IV. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida, this 9th day of April, 2026.

CITY OF ST. CLOUD

_____
Christian B. Robertson, Mayor

ATTEST:

_____
Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED
deBeaubien, Simmons, Knight, Mantzaris & Neal LLP

_____
Daniel F. Mantzaris, City Attorney

**CONSULTANT SERVICES AGREEMENT
BETWEEN THE CITY OF ST. CLOUD, FLORIDA
AND GOMAN YORK PROPERTY ADVISERS LLC FOR
ECONOMIC DEVELOPMENT CONSULTING SERVICES**

THIS AGREEMENT, made this _____ day of _____ 20____, between the City of St. Cloud, Florida, a Municipal Corporation of the State of Florida, (hereinafter referred to as the "CITY") whose address is 1300 9th Street, St. Cloud, Florida 34769 and Goman York Property Advisers LLC, whose address is 55 Hartland St, Suite 400, East Hartford, Connecticut 06108 (hereinafter referred to as "CONSULTANT").

NOW THEREFORE, in consideration of the covenants, representations and agreements herein contained, the parties agree as follows:

1. **SCOPE OF SERVICES:** The CONSULTANT shall furnish all labor, materials, equipment, transportation and perform all of the work described in the bid documents and specifications contained in Request for Qualifications No. 2025-209 Economic Development Consulting Services and CONSULTANT'S response thereto, attached hereto and incorporated herein as Exhibit "A," all of which is incorporated and made a part hereof and shall do everything required by this Agreement.

1.1. All projects contemplated hereunder shall be issued to the CITY'S contracted firm. Upon identification by CITY of an anticipated project, CITY shall obtain a proposed task authorization from the firm. Any award of a Task Authorization shall at a minimum be conditioned upon and subject to the following: i) availability of funds lawfully appropriated for its purpose; ii) confirmation from CONSULTANT and verification in the sole discretion of CITY that the CONSULTANT can meet the schedule or technical requirements of the project; iii) in the judgment of the CITY, strict compliance with the existing time for performance and milestones of any other contract or task authorization between CONSULTANT and CITY; and iv) determination by the CITY in its sole judgment that CONSULTANT can meet the project demands based on prior history of the CONSULTANT and/or knowledge of the existence of other time critical projects issued to CONSULTANT, which would conflict with the performance of the contemplated services.

1.2. The CITY shall request CONSULTANT to perform services on a task basis by providing CONSULTANT, in writing, a general description of the task to be performed. The CONSULTANT will generate a detailed Scope of Work document, prepare a Schedule, to include a minimum a not-to-exceed-budget to accomplish the task, hereinafter referred to as the "Task Proposal". The CONSULTANT shall provide the Task Proposal to the CITY within FIFTEEN (15) days of the date the written description is provided to CONSULTANT. If a site visit by CONSULTANT is needed to generate the scope document, CONSULTANT shall request approval prior to visiting the site. The CITY will review the proposal, and if the description is mutually acceptable, the parties will enter into a written "task authorization or work order". The Scope of Services generally to be provided by the CONSULTANT may include any phases of consulting services. The provision of a Task Proposal by CONSULTANT shall not be deemed or construed as an agreement by CITY for CONSULTANT to provide the services and shall be subject to approval by the CITY as confirmed by CITY issuing a Notice to Proceed to the CONSULTANT signed by an authorized representative of CITY. Upon receipt of the signed Task Authorization and a Notice to Proceed from the CITY, the CONSULTANT shall perform the services set forth in the task authorization/work order. Under no circumstances is CONSULTANT authorized to proceed hereunder without receipt of the Notice to Proceed.

1.3. CITY may make changes in the approved Scope of Services at any time by giving written notice to CONSULTANT. If such changes increase (additional services) or decrease or eliminate any amount of work, CITY and CONSULTANT will negotiate any change in total cost or schedule of modifications. If the CITY and CONSULTANT approve any change, the task authorization/work order will be modified to reflect the changes; and CONSULTANT shall be compensated for said

services in accordance with the terms of this Agreement. All changes in Scope of Services shall require approval in writing executed by an authorized representative of CITY and CONSULTANT.

2. **COMPENSATION SCHEDULE:** The CITY agrees to and does engage CONSULTANT to perform the professional services for compensation described herein and as set forth in Attachment "A" attached hereto and incorporated herein and the parties do further agree:

a. As a condition precedent to receiving payment, CONSULTANT shall have been authorized to proceed by CITY for the specific task or phase, shall not be in default of any of the terms and conditions of this Agreement and shall provide to CITY an invoice.

b. CITY shall pay all valid, approved and undisputed invoices pursuant to Florida Statute Section 218.70, the Prompt Payment Act, and all City Policies promulgated thereby. In the event that CITY disputes any invoice submitted, it shall advise CONSULTANT in writing and said invoice shall not be deemed due and payable under this agreement. Neither the CITY's review approval or acceptance of, nor payment for, any services provided hereunder shall be construed to operate as a waiver of any rights under this Agreement and the CONSULTANT shall be liable to CITY for any and all damages to CITY caused by the CONSULTANT's negligent or wrongful performance of any of the services furnished under this Agreement.

c. CONSULTANT agrees to assign competent professionals to perform the assigned responsibilities and duties faithfully, intelligently, and to the best of their ability, and in the best interest of CITY during the term of this Agreement. All services provided shall be performed in accordance with this Agreement and with any and all applicable law, professional standards and guidelines. CITY may request CONSULTANT to make changes in the scope of services or make revisions to the work performed. Any changes or revisions requested by CITY that are not due to consultant error, omission or negligence will be incorporated into the scope of services by written amendment to this agreement and the consultant may be entitled to additional compensation upon the agreement of the parties. Consultant will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed.

3. **AUTHORIZATION TO PROVIDE SERVICES:** CONSULTANT shall not be authorized to provide any services as set forth above until such time as CONSULTANT has received specific authorization from the City Manager, or their designee.

4. **TERM**. This Agreement shall become effective upon execution by both parties and shall remain in effect for a period of three (3) years, unless terminated as provided for herein. Additionally, the parties agree that the term may be extended, upon mutual agreement, for two (2) additional one (1) year renewal periods.

5. **TERMINATION**.

a. The non-breaching party upon breach of the terms and conditions contained herein may terminate this Agreement.

b. Additionally, CITY shall have the right to terminate the agreement, for any reason, upon thirty (30) days written notice to the CONSULTANT. In the event of termination by the CITY pursuant to this section 4b, CONSULTANT shall be compensated in accordance with the services completed and accepted, as of the date of the termination and as set forth in the Scope of Services.

c. City may terminate this agreement at any time in accordance with Section 287.135 Florida Statutes, as may be amended.

6. **RESPONSIBILITIES OF CONSULTANT**. In addition to all other responsibilities provided herein, CONSULTANT expressly understands and agrees that, through the above-referenced assigned personnel, it shall perform all of the services required in the Scope of Services, and further agrees as follows:

a. CONSULTANT may retain subcontractors to provide any of the services contemplated herein. Said subcontractors shall be used at the sole expense of CONSULTANT, under the direct supervision of CONSULTANT and with the prior written approval of CITY.

b. CONSULTANT expressly acknowledges that any and all documents, logos, marketing and advertising material, plans, designs, reports, and specifications related to the project and acquired or created by CONSULTANT shall remain, at all times the property of CITY and CONSULTANT. CONSULTANT, therefore, shall preserve and maintain said records and shall immediately provide copies of them to CITY upon termination of this Agreement.

7. **RESPONSIBILITIES OF CITY.** The City shall provide full information, as reasonably directed by CONSULTANT, regarding the requirements of the project.

8. **AUTHORIZED REPRESENTATIVE OF THE CITY**. During the term of this Agreement, the City Manager shall be the designated representative authorized to act on behalf of the CITY, as provided by law, with respect to the project.

9. **INSURANCE PROVIDED BY CONSULTANT**.

a. Workers Compensation. CONSULTANT agrees to pay for and maintain in full force and affect all applicable workers compensation insurance as required by Federal and Florida Law.

b. Comprehensive Automobile Liability. CONSULTANT agrees to pay for and maintain in full force and effect at all times during the term of this Agreement, bodily injury and property damage liability insurance. The limits of said policies shall be in an amount approved by the CITY.

c. Proof of Insurance. Upon CITY's request, CONSULTANT agrees to provide to CITY reasonable proof of the aforementioned policies of insurance, or certificates of the issuance thereof, as evidence of the compliance by the CONSULTANT with the terms and provisions contained herein.

d. Loss of Insurance. If during the period which an insurance company is providing the coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with any applicable Florida Law, or 3) fail to maintain the Best Rating and Financial Size Category, CONSULTANT shall, as soon as it has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to CITY, the CONSULTANT shall be deemed in default of this Agreement.

e. Insurance Coverage Not Limitation of Liability. The maintenance of insurance coverage as provided herein shall not be construed to limit or have the effect of limiting CONSULTANT's liability to CITY under the provision of any clause or paragraph contained in this Agreement.

f. Consequential Damages. Notwithstanding anything to the contrary in this AGREEMENT, neither party shall have any liability to the other party for indirect, consequential or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.

10. **INDEMNIFICATION**. CONSULTANT agrees to hold harmless and indemnify, including attorney fees, CITY, its officers, employees and agents against any and all claims, losses, damages or lawsuits for damages, arising from or related to negligent acts, errors or omissions of the CONSULTANT.

11. **INDEPENDENT CONTRACTOR.** The parties agree that at all times and for all purposes within the scope of this Agreement, the relationship of CONSULTANT and CITY is that of an independent contractor.

12. **FORCE MAJEURE.** With regard to the performance hereunder, CONSULTANT shall not be deemed to be in default of this agreement, or have failed to comply with any term or conditions herein if, for reasons beyond CONSULTANT's reasonable control (including, without limitation, acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, permits or other compliance with applicable laws, rules and regulations), such performance is not reasonably possible within such time periods, then the time for such performance shall be extended until removal of such reasons beyond CONSULTANT's reasonable control, provided that CONSULTANT commences such performance as soon as reasonably possible and diligently pursues such performance.

13. **NOTICES**. All notices shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized overnight courier service to the address of the party set forth below. Any such notice shall be deemed given when received by the party to whom it is intended.

CONSULTANT:

Goman York Property Advisers
LLC Denise L. Robidoux, EVP/
COO
55 Hartland St, Suite 400
East Hartford, Connecticut 06108

CITY:

City of St. Cloud
Attn.: City Manager
1300 9th Street
St. Cloud, Florida 34769

14. **PROHIBITION AGAINST CONTINGENT FEES.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, 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/contractor working solely for CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this agreement. For breach or violation of this provision, in addition to any and all remedies available to CITY, CITY shall have the right to terminate this agreement without liability and to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

15. **GENERAL PROVISIONS**.

a. Assignment and Disclosure of Intellectual Property. All original works of authorship that are made by the CONSULTANT or its representatives (solely or jointly with others), within the scope of, those described as works for hire and during the period of CITY'S agreement with the CONSULTANT and that are protectable by copyright as that term is defined in the United States Copyright Act and that the CONSULTANT will be considered the author thereof and shall have expressly authorized the use thereof by CITY for all purposes consistent with this Agreement. Any reuse of the Work described above without written verification or adaptation by Consultant, as appropriate, for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to Consultant. Any future verification or adaptation of such Work will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

b. Pre-suit Mediation. Prior to, and as a condition precedent to the commencement of any lawsuit or administrative proceeding to resolve any disputes arising out of this Agreement the parties agree that the dispute first shall be summited to non-binding mediation before a business mediation organization approved by the parties. Such mediation shall be held at the CITY's offices at the address set forth in this Agreement. The parties shall bear the costs of the mediation equally.

c. Waiver. The waiver by CITY of breach of any provision of this Agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this Agreement.

d. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the Agreement valid and enforceable under applicable law, the remainder of this Agreement and the application of such a provision to other persons or circumstances shall be unaffected, and this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

e. Amendment. Except for as otherwise provided herein, this Agreement may not be modified or amended except by an Agreement in writing signed by both parties.

f. Entire Agreement. This Agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes all prior and contemporaneous agreements between the parties with respect to the performance of services by CONSULTANT.

g. Assignment. This Agreement is personal to the parties hereto and may not be assigned by CONSULTANT, in whole or in part, without the prior written consent of CITY.

h. Venue. The parties agree that the sole and exclusive venue for any cause of action arising out of this Agreement shall be Osceola County, Florida.

i. Applicable Law. This Agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.

j. Records. CONSULTANT expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law, to include, to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services contemplated herein.

(b) 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 this Florida's Public Records law or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

(e) IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSULTANT SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1300 9th STREET, ST. CLOUD, FLORIDA 34769, TELEPHONE 407-957-7300, EMAIL CITYCLERK@STCLOUDFL.GOV.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes herein expressed on the date first above written.

CITY OF ST. CLOUD

BY:

_____
Veronica Miller, City Manager

ATTEST:

_____
Ivy Llauro, City Clerk

GOMAN YORK PROPERTY ADVISERS LLC

BY:

_____

_____
Print Name/Title

ATTEST:

_____

_____
Print Attest Name

GOMAN+YORK

SCHEDULE OF PROFESSIONAL SERVICES FEES – 2026

DEVELOPMENT, RESEARCH, PLANNING, ECONOMIC DEVELOPMENT & CONCEPTUAL DESIGN SERVICES

HOURLY RATES	HOURLY RATE
Mike Goman, Principal - Executive Development Professional	400.00
Don Poland, Ph.D., AICP - Executive Planning Professional	375.00
Denise Robidoux, COO -Executive Development Professional	350.00
Brad Senft, CFO – Executive Development Professional	350.00
Ken Pierce - Executive Economic Development Professional	350.00
Justin LaFountain, AICP - Senior Planning Professional	275.00
Senior Development Professional	275.00
Senior Design Professional	275.00
Senior Public Policy & Community Development Professional	275.00
Principal Planner	225.00
Senior Research & Data Analyst	225.00
Research & Data Analyst	175.00
Graphic Design Associate	150.00
Planning Associate	150.00
Office & Clerical Staff	75.00

Hourly rates will increase by 3% yearly throughout the contract term based on the above rates. Should a staff person be promoted during the contract term, the new rate will be considered to be in effect.

Expenses: Per the negotiated contract, Goman+York may be reimbursed for any direct out-of-pocket costs incurred for mileage, travel, photocopying, courier, telephone, postage, or similar expenses. All expenses are invoiced at Goman+York's cost, with no markup, and with prior City approval.

Meeting: April 9, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-040R - Mutter Road Extension Design

Procurement Agenda Item:
Resolution No. 2026-040R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the City Manager to enter into a task authorization to the contract and agreement for Continuing Professional Civil Engineering Services with Osceola Engineering, Inc. dated October 28, 2022 for Mutter Road Extension Design Scope, and any amendments thereto, and providing an effective date.
COST: up to $199,250.00
This item is to approve a task authorization with Osceola Engineering, Inc. for the design of Mutter Road Extension.

Strategic Key Focus Areas:
Reliable Transportation Network

Background Information:
Per Kevin Felblinger, Public Works Director, completing the extension of Mutter Road would establish a new east-west corridor between Old Canoe Creek Road (a county arterial road) and Budinger Avenue (a city collector road). The original design will be updated with the new requirements for stormwater treatment and mitigation.

Legal Authority:
Resolution No. 2022-265R approved on October 6, 2022.

Budget and Recommendation:
Budgeted $200,000.00/Actual Cost up to $199,250.00
ST2605 Mutter Road Extension
300-9595-541-31-00
Staff recommends **APPROVAL** of this request.

Finance Director's Comments:
Finance Director recommends **APPROVAL** of this item.

Procurement Director's Comments:
Recommends approval

City Manager's Comments:
City Manager recommends approval

City Council Action:

04/09/2026 - Final Action

Attachments:
1. Resolution No. 2026-040R
2. Mutter_Road_Extension_Proposal_Revised_03.02.26

RESOLUTION NO. 2026-040R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A TASK AUTHORIZATION TO THE CONTRACT AND AGREEMENT FOR CONTINUING PROFESSIONAL CIVIL ENGINEERING SERVICES WITH OSCEOLA ENGINEERING, INC. DATED OCTOBER 28, 2022 FOR MUTTER ROAD EXTENSION DESIGN SCOPE, AND ANY AMENDMENTS THERETO, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has a contract and agreement for Continuing Professional Civil Engineering Services with Osceola Engineering, Inc. dated October 28, 2022, and

WHEREAS, the City is in need of Professional Civil Engineering Services for the design of Mutter Road Extension, and

WHEREAS, Osceola Engineering, Inc. has submitted a proposal for the tasks.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Cloud, Florida, as follows:

SECTION I. The City Manager is authorized and is directed, where appropriate, to enter into a task authorization to that certain agreement dated October 28, 2022, as approved by the City Attorney, and any amendments thereto, between the City of St. Cloud and Osceola Engineering, Inc.

SECTION II. The City Manager is authorized and is directed, where appropriate, to issue a purchase order or "confirmation letter" to said provider.

SECTION III. The City Manager is specifically authorized to withhold the purchase order or "confirmation letter" upon determination of any matter or factor, hereafter coming to her attention which may indicate such action is not in the City's best interest, provided that upon such withholding, the City Manager, with reasonable dispatch, shall present the issue to the City Council, in session, for review and direction.

SECTION IV. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida this 9th day of April 2026.

CITY OF ST. CLOUD

_____
Christian B. Robertson, Mayor

ATTEST:

_____
Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED
deBeaubien, Simmons, Knight, Mantzaris, & Neal, LLP

_____
Daniel F. Mantzaris, City Attorney

OSCEOLA ENGINEERING

1003 Florida Avenue, Saint Cloud, FL 34769
Phone 407.891.0452 Fax 407.891.9173

Revised
March 2, 2026

Cameron Crandell, PE
Deputy Public Works Director
3101A Progress Lane
St. Cloud, FL 34769

SUBJECT: Proposal for Surveying, Geotechnical Engineering, Environmental Consulting and Civil Engineering Services associated with design and permitting of the "**Mutter Road Extension**" connecting Peghorn Way, to the existing eastern terminus of Mutter Road, in the City of St. Cloud, Florida.

Dear Cameron:

Osceola Engineering LLC (OE) is pleased to provide this letter as our proposal to provide Professional Services for the above-referenced project. The proposal includes update of the roadway extension and ditch piping plans to include updating the topographic and route design survey. The stormwater management system shall be redesigned to meet the current South Florida Water Management District (SFWMD) nutrient loading criteria to include reanalysis of the secondary storm sewer system. The traffic sub-consultant shall also evaluate the proposed intersection with the St. Cloud Transfer Station and make recommendations to accommodate stacking of transfer trucks. The scope of our services is as follows:

1. Geotechnical Engineering Services – Our sub-consultant, Native GeoScience, Inc., shall provide geotechnical engineering services for the proposed roadway extension plans update as outlined in their attached proposal.

   OUR FEE SHALL BE **$ 3,325.00**

2. Traffic Engineering Services – Our sub-consultant, Traffic and Mobility Consultants, Inc., shall provide traffic engineering services for the proposed roadway extension plans, to include evaluation of the proposed intersection at the St. Cloud Transfer Station per their attached proposal.

   OUR FEE SHALL BE **$ 60,640.00**

3. Surveying Services – Our sub-consultant, Johnston's Surveying, Inc., shall prepare an update of the 2016 design level topographic and route survey for the proposed roadway extension plans update, to include soft digs at specific locations of existing utilities, as outlined in their attached proposal.

   OUR FEE SHALL BE **$ 19,425.00**

4. Environmental Consulting Services – Our sub-consultant, Modica & Associates, shall provide environmental consulting services for the proposed roadway extension plans update as outlined in their attached proposal.

   OUR FEE SHALL BE **$ 20,400.00**

5. Project Administration – OE shall attend up to six (6) project meetings and coordinate the services of the sub-consultants (e.g. Land Surveyor, Geotechnical Engineer, Environmental Consultant, and Traffic Engineer). The Client shall be responsible for contracting with, and financial compensation, for the sub-consultants 'services.

   In addition, attend a workshop with City staff, City Council and the affected public. OE will prepare an electronic presentation, to include appropriate graphics, to assist with this task.

   OUR FEE SHALL BE **$ 17,170.00**

6 Roadway Extension/Ditch Piping Plans Update – OE shall prepare updated 100% and Final Construction Plans for the proposed roadway extension and ditch piping plans to include revisions identified by the updated route survey and recommendations of the traffic engineering sub-consultant to the transfer station intersection.

   This task also includes updating the primary and secondary drainage system calculations and associated modeling. Plans shall be prepared in accordance with the requirements of the City of St. Cloud Land Development Code.

   OUR FEE SHALL BE **$ 38,000.00**

7. Permitting – OE shall prepare and submit permit application packages to the following agencies claiming jurisdiction over the project. The fees summarized below **do not** include permit application fees

SFWMD SWERP	$ 5,790.00
Florida Gas Transmission Company	$2,590.00
City of St. Cloud Public Works Department	$3,090.00

   OUR FEE SHALL BE **$ 11,470.00**

8. Bidding Assistance – OE shall provide Bidding Assistance Services to include the preparation of a summary of project quantities in the City's format and an Engineer's Estimate of probable construction costs. OE shall assist the City with the development of project-related special conditions for use during the bidding process.
   OUR FEE SHALL BE **$ 4,920.00**

9. Construction Services – OE shall provide Construction Services to include attending the pre-construction meeting and monthly site meetings, materials submittal reviews and respond to requests for information submitted by the site contractor.

   OUR FEE SHALL BE **$ 10,940.00**

10. Certifications and Clearances – Prepare and submit Record Drawings, and Certifications of Completion to: City of St. Cloud, SFWMD, Toho Water Authority and FDEP based on signed and sealed as-built surveys by a Florida Registered Surveyor and Mapper provided by the Client or Contractor. Attend project walk-throughs for substantial and final completion.

    OUR FEE SHALL BE **$ 12,960.00**

PROVIDE THE SERVICES OUTLINED IN TASKS 1 THROUGH 10 ABOVE SHALL BE A LUMP SUM, NOT TO EXCEED AMOUNT OF $199,250.00.

The terms and conditions of this proposal shall be in accordance with the Continuing Engineering Services Contract between OE and The City of St. Cloud. Thank you very much for the opportunity of allowing us to serve you.

Sincerely,

John E. Moody P.E.
Managing Partner

Attachment (Exhibit B & Sub-Consultant Proposals)

EXHIBIT B - Manhour Breakdown
MUTTER ROAD EXTENSION PROPOSAL
OSCEOLA ENGINEERING LLC (OE)

	ACTIVITY	PRINCIPAL		PROJECT MANAGER		SENIOR PROFESSIONAL		PROFESSIONAL		SR. ENGINEERING DESIGNER		CONSTRUCTION MANAGER		ADMINISTRATIVE SUPPORT		MAN HR. BY ACTIVITY	SALARY COSTS FOR ACTIVITY
		MAN HR.	RATE	MAN HR.	RATE	MAN HR.	RATE	MAN HR.	RATE	MAN HR.	RATE	MAN HR.	RATE	MAN HR.	RATE		
	SCOPE TASK ASSIGNMENTS																
1	Geotechnical Engineering Services	Per Attached Proposal From Native GeoSciences, Inc.															$3,325.00
2	Traffic Engineering Services	Per Attached Proposal From Transportation and Mobility Consultants, Inc.															$60,640.00
3	Land Surveying Services	Per Attached Proposal From Johnston's Surveying LLC															$19,425.00
4	Environmental Services	Per Attached Proposal From Modica & Associates															$20,400.00
5	Project Administration																
5a	Project Meetings/Sub-Consultant Coordination	0	$250.00	10	$175.00	0	$135.00	48	$125.00	18	$95.00	0	$125.00	8	$55.00	84	$9,900.00
5b	Public Meeting	0	$250.00	6	$175.00	0	$135.00	28	$125.00	24	$95.00	0	$125.00	8	$55.00	66	$7,270.00
6	Roadway Ext./Ditch Piping Plans Update	0	$250.00	24	$175.00	120	$135.00	80	$125.00	80	$95.00	0	$125.00	0	$55.00	304	$38,000.00
7	Permitting																
7a	SFWMD SWERP	0	$250.00	6	$175.00	0	$135.00	24	$125.00	16	$95.00	0	$125.00	4	$55.00	50	$5,790.00
7b	Florida Gas Transmission Company	0	$250.00	2	$175.00	0	$135.00	4	$125.00	16	$95.00	0	$125.00	4	$55.00	26	$2,590.00
7c	City of St. Cloud	0	$250.00	2	$175.00	0	$135.00	8	$125.00	16	$95.00	0	$125.00	4	$55.00	30	$3,090.00
8	Bidding Assistance	0	$250.00	6	$175.00	0	$135.00	24	$125.00	8	$95.00	0	$125.00	2	$55.00	40	$4,920.00
9	Construction Services	0	$250.00	8	$175.00	0	$135.00	24	$125.00	18	$95.00	36	$125.00	6	$55.00	92	$10,940.00
10	Certifications & Clearances	0	$250.00	12	$175.00	0	$135.00	18	$125.00	24	$95.00	48	$125.00	6	$55.00	108	$12,960.00
	TOTAL	**0**		**76**		**120**		**258**		**220**		**84**		**42**		**800**	**$199,250.00**

NATIVE GEOSCIENCE

January 26, 2026

John E. Moody P.E.
Osceola Engineering, Inc.
1003 Florida Avenue
St. Cloud, FL 34769

Re: Proposal for Subsurface Exploration and Geotechnical Engineering
Mutter Road Extension Stormwater Pond
Saint Cloud, Osceola County, Florida
Native Geoscience Proposal No.: P2352.0

Dear Mr. Moody:

Native Geoscience, Inc. (NGI) is pleased to provide the following proposed scope of services and cost estimate for Subsurface Exploration and Geotechnical Engineering for the above-referenced stormwater pond project. The proposed stormwater pond area is located north of the proposed Mutter Road Extension Road connecting into Peghorn Way on the City of St. Cloud property, in Saint Cloud, Osceola County, Florida.

Based on information provided by you in an email dated January 13, 2026, we understand that the project includes the installation of one dry stormwater pond for the roadway extension project that measures less than an acre in size. The stormwater pond is planned to be located on the west side of the property identified by the Osceola County Property Appraiser as Parcel ID # 10-26-30-00U0-0030-0000.

We have prepared the following scope of work to explore the soil and groundwater conditions within the proposed stormwater pond area.

Field and Lab Services

NGI will observe a drilling subcontractor conduct Standard Penetration Test (SPT) and field permeability testing. Below is a proposed field scope:

- Two (2) SPT borings to depths of 15 feet below existing grade within the proposed stormwater pond area. Field permeability testing will be conducted at each pond boring location.

We have assumed that the site is accessible to an ATV-mounted drilling rig.

This exploration is confined to the zone of influence of the proposed construction (dry stormwater pond). We have not included a deep exploration, sinkhole risk study, or an environmental assessment of soil and/or groundwater contamination. Additionally, we have not included a professional survey of the boring locations. We recommend that the boring locations be surveyed by the project surveyor in order to collect precise vertical and horizontal coordinates. We would be happy to recommend a surveyor at your request.

Reporting

Findings of the subsurface exploration for use in designing the project will be provided in report format. The report will provide geotechnical recommendations relating to development of the site and constraints to the construction of the stormwater pond. A detailed list of items that will be included in the report includes:

1. Description of field exploration, drilling and laboratory procedures.

2. Discussion of on-site observations made during the drilling operations.

3. Description of soil and groundwater conditions encountered at our boring locations. Boring logs will be provided in general accordance with the standard practice of geotechnical engineers and geologists. A Boring Location Plan will be provided as well as a summary of the laboratory test results.

4. Recommendations regarding the suitability of the soil at the boring locations for reuse as engineered fill (borrow suitability). We will also include recommendations for compaction and suitable material guidelines for use during earthwork operations.

5. Geotechnical design recommendations for the proposed stormwater pond.

6. If requested, we will provide additional consultation relating to geotechnical and geologic issues on the site in accordance with the unit rates provided in this proposal.

Cost and Schedule of Services

Table 1 provides a detailed cost estimate.

NGI is prepared to mobilize to the site within one week of receipt of authorization to proceed. We estimate that field operations will take approximately one day. We estimate a timeframe of three weeks to complete the project.

NGI will submit a utility locate ticket through the Sunshine One-Call system; however, they typically locate utilities in public rights-of-way only. Therefore, if there are on-site utilities, we recommend that a private utility locate be performed. We would be happy to add that scope to our proposed services at your request. NGI cannot be held liable for damage to utilities which are not brought to our attention before drilling operations begin.

Authorization to Proceed

The scope of work will be conducted in accordance with this proposal as well as the attached Terms and Conditions. If these terms are acceptable, please sign below and return one copy to NGI. Upon receipt, NGI will initiate the scope of work as outlined in this proposal. Signing below indicates agreement and acceptance of these terms.

If you have any questions or concerns regarding the proposed scope of work and terms in this proposal, please feel free to contact us at (407) 342-1443.

Sincerely.
Native Geoscience, Inc.

John C. Diehl, P.G.
Principal Geologist

Brian W. Jory, P.E.
Principal Engineer

Enclosures: Table 1 – COST ESTIMATE
Terms and Conditions

Authorization to Proceed:

SIGNATURE: _____

NAME: _____

COMPANY: _____

TITLE: _____

DATE: _____

TABLE 1: COST ESTIMATE
Subsurface Exploration and Geotechnical Engineering
MUTTER ROAD EXTENSION STORMWATER POND

	Task	Qty.	Unit	Rate	Total
Field Services	Drilling Coordination and Field Time	3	hours	$75.00	$225.00
	Drill Rig Mobilization	1	lump	$800.00	$800.00
	SPT Borings	30	linear feet	$15.00	$450.00
	Field Permeability Testing	2	each	$200.00	$400.00
				FIELD SERVICES:	*$1,875.00*
Lab Services	Visual Classification	1	hour	$85.00	$85.00
	Moisture Content Testing	4	tests	$10.00	$40.00
	Sieve Analysis (-200)	4	tests	$30.00	$120.00
				LAB SERVICES:	*$245.00*
Engineering Services	Principal Engineer	2	hours	$155.00	$310.00
	Senior Project Manager	8	hours	$95.00	$760.00
	Draftsman	1	hours	$65.00	$65.00
	Secretary	2	hours	$35.00	$70.00
				ENGINEERING SERVICES:	*$1,205.00*
				COST ESTIMATE:	***$3,325.00***

Native Geoscience, Inc. (NGI)
Terms and Conditions

A. GENERAL PROVISIONS: The Client's execution of the AGREEMENT authorizes NGI to perform all the professional services in the AGREEMENT unless otherwise noted in writing in the AGREEMENT or modified by written change order executed by NGI and the Client.

B. SITE ACCESS: The Client shall provide NGI free access to the Project Site for all equipment and personnel necessary for NGI to perform the work set forth in this Agreement. The Client will notify any and all possessors of the Project Site that the Client has granted NGI and its subconsultants free access to the site. NGI will take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment, but it is understood by the 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 proposal and Client expressly releases NGI of liability for any damage to the site and agrees that NGI will not be responsible for the cost of restoring the site to its original condition. If the Client desires or requires NGI to restore the site to its original condition, then upon written request and agreement by Client to pay the cost thereof, NGI will perform such additional work as is necessary to repair damage to the site caused by its work or the use of its equipment.

C. TESTS AND INSPECTIONS: Client shall cause all tests and inspections of the site, materials and services performed by NGI or others to be timely and properly performed in accordance with the plans, specifications, and contract documents, and NGI's recommendations. NGI shall not be liable for any claims for loss, damage or injury by Client or any third party unless all tests and inspections have been so performed and unless NGI's recommendations have been followed by Client. In the event that all such test and inspections are not so performed or NGI's recommendations are not so followed, Client agrees to indemnify, defend and hold NGI, its officers, employees, and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees arising out of the failure to perform such test and inspections or to follow NGI's recommendations except to the extent that such failure is the result of the gross negligence, willful or wanton act or omission of NGI, its officers, agents or employees.

D. DAMAGE TO EXISTING MAN-MADE OBJECTS: The Client will provide the location of underground utilities or obstructions to NGI who, in the execution of this work, will take precaution to avoid damage or injury to any such subterranean structure or utility. Client agrees to hold NGI harmless for any damages to subterranean structures which are not called to NGI's attention and correctly shown o the plans furnished and will reimburse NGI for any expenses in connection with any claims or suits including reasonable attorney fees.

E. STANDARD OF CARE: The Client recognized that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by NGI will be based solely on information available to NGI. NGI is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by NGI under this Agreement are expected by Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering and environmental consulting profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstances is any warranty, expressed or implied, made in connection with the providing of geotechnical engineering and/or environmental consulting services.

F. SAMPLE DISPOSAL: NGI will dispose of all remaining soil and rock samples 60 days after submission of the report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.

G. RESPONSIBILITY: If, under this AGREEMENT, professional services are provided during the construction phase of the project, NGI shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, nor shall NGI be responsible for the contractor's failure to carry out the work in accordance with the Contract Documents or for a contractor's failure to comply with applicable laws, ordinances, rules or regulations.

H. ASSIGNMENT: Neither the Client nor NGI will assign or transfer its interest in this AGREEMENT without the written consent of the other.

I. INFORMATION PROVIDED BY OTHERS: The Client agrees to promptly provide NGI all information, whether written or otherwise, with respect to the Project which might reasonably be pertinent or necessary to enable NGI to satisfactorily perform its services hereunder. The Client assumes full responsibility for the accuracy of any information supplied to NGI by the Client, as it is not within NGI's SCOPE OF SERVICES to check or verify said accuracy, and the Client shall not hold NGI responsible for the accuracy of any information furnished by the Client.

J. DOCUMENTS: All original sketches, tracings, drawings, computations, details, design calculations, logs, reports and other documents and/or plans that result from NGI's services under this AGREEMENT are and remain the property of NGI as instruments of service. Where such documents are required to be filed with governmental agencies, NGI will furnish copies to the Client upon request. Reuse or modification by the Client is prohibited. Any unapproved use or modification shall be at the Client's or others' sole risk without liability or legal consequences to NGI unless approved in writing by NGI, prior to such reuse.

K. TIME LIMITATION FOR ACCEPTANCE: This AGREEMENT is offered to the Client in good faith, and NGI warrants this is a valid contract if executed by the Client and received by NGI within thirty (30) days of the date this document is delivered to the Client.

L. INVOICE PROCEDURES AND PAYMENT

L.1. Invoices for all work accomplished and reimbursable expenses during each calendar month shall be submitted to the Client. Monthly invoices shall include the portion of the fee earned for the month based on services performed, as determined by NGI, and any charges for reimbursable costs.

L.2. Reimbursable costs include fees of professional associates/subconsultants and out-of-pocket expenses. These reimbursable costs shall be charged at actual costs plus an administrative charge of 10% and shall be itemized and included in the invoice.

L.3. Typical out-of-pocket expenses include but are not limited to travel expenses (lodging, meals, etc.), job-related mileage at the prevailing company rate, long distance telephone calls, courier, printing and reproduction costs.

L.4. Payment shall be due and payable upon receipt of the invoice. Any unpaid balance shall bear interest at the rate of 1-1/2% per month, starting 30 days from the date the invoice was issued. The Client agrees to and shall pay all costs and expenses of collection including but not limited to attorney's fees, court costs, and expenses incurred by NGI in connection therewith and, in addition, the reasonable value of time and expenses spent in connection with such collection action, computed at NGI's prevailing fee schedule and expense policies, regardless of whether legal action is initiated. Such costs shall be added to the account and bear interest at the rate set forth above.

L.5. NGI reserves the right to suspend all services on the Project without notice if an invoice remains unpaid 45 days after the date of the invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.

M. ATTORNEY'S FEES: In the event of any litigation arising from or related to the services provided under this AGREEMENT, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and their related expenses.

N. DELAYS: NGI is not responsible for delays caused by factors beyond NGI's reasonable control, including but not limited to delays because of accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove NGI services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond NGI's reasonable control occur, the Client agrees that NGI is not responsible for damages, nor shall NGI be deemed to be in default of this AGREEMENT. If NGI is required to delay commencement of the work, or if, upon embarking upon its work, NGI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the exclusive reasonable control of NGI, additional charges will be applicable and payable by Client.

O. LIMIT OF LIABILITY

O.1. The limit of liability of NGI to the Client for any cause or combination of causes shall be, in total amount, limited to the fees paid under this AGREEMENT.

O.2. In no event shall NGI be liable for any incidental or consequential damages by the Client in connection with the Project.

O.3. NGI is not responsible for accuracy or validity of information obtained from others and utilized in the services provided under this AGREEMENT.

P. MEDIATION: If a dispute arises out of or relates to this AGREEMENT, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse to arbitration or a judicial forum. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by Client concerning or related to this AGREEMENT and all subcontracts executed by NGI.

Q. DISCOVERY OF UNANTICIPATED HAZARDOUS WASTES, MATERIALS OR SUBSTANCES: NGI and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. NGI and Client also agree the discovery of unanticipated hazardous materials may make it necessary for NGI to take immediate measures to protect health and safety. Client agrees to compensate NGI for any time spent and expense incurred by NGI to protect employees and the public's health and safety. NGI agrees to notify Client as soon as practical should unanticipated hazardous materials or suspected hazardous materials be encountered. In addition, Client waives any claim against NGI and agrees to defend, indemnify and hold NGI harmless from any claim or liability for injury or loss arising from NGI's discovery of unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate NGI for any time spent and expense incurred by NGI in defense of any such claim, with such compensation to be based upon NGI's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

R. GOVERNING LAW: This AGREEMENT shall be governed by and construed according to the laws of the State of Florida.

S. INSURANCE: NGI shall at all times carry general liability insurance and professional liability insurance.

T. PERMITTING

T.1. In cases where the SCOPE OF SERVICES requires NGI to submit, on behalf of the Client, a permit application and/or request for approval by a third party to this contract, NGI does not make any warranties, guarantees or representations as to the success of our effort on behalf of the Client. Payment for services rendered by NGI is not contingent upon the successful acquisition of these permits.

T.2. Permitting services do not include special studies, special research, special testing or special documentation not normally required for this type of project. NGI may provide such special services as Additional Services as authorized by the Client.

T.3. The Client shall pay for any regulatory agency review fees, application fees, permit fees, impact fees, or other fees and charges imposed by a regulatory agency or governmental entity.

U. ADDITIONAL SERVICES

U.1. NGI shall not be required to perform any services not specifically included in the AGREEMENT unless requested by the Client and agreed to by NGI in writing (such services to be hereinafter referred to as "Additional Services"). In addition, the Client authorizes NGI to perform additional services, for which NGI will be compensated in accordance with the AGREEMENT, which become necessary or required due to (a) emergencies, errors or action by the Client and/or the Client's agents including but not limited to the Client's other consultants, (b) and changes in the laws, rules, regulations, policies, or ordinances of any governing body or any governmental entity having jurisdiction over the Project or NGI ,(c) any causes beyond NGI's control, and (d) cause which, at NGI's sole discretion, require that Additional Services be performed under circumstances where the Client's prior express authorization cannot be obtained. In the event NGI performs such Additional Services, NGI will notify the Client as soon as practical of the necessity and inception of the services.

U.2. It is understood and agreed that services under this AGREEMENT do not include participation, whatsoever, in any litigation.

V. TERMINATION: This Agreement may be terminated by either party by 7 days written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the terminating party. If this Agreement is so terminated, NGI will be paid for work satisfactorily completed up to date of termination plus reasonable termination expenses including but not limited to the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

W. **RESPONSIBLE PARTY: 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 may be individually liable for negligence arising out of this contract.**

TMC Traffic & Mobility CONSULTANTS

January 24, 2026

Client
Mr. John E. Moody, PE
Osceola Engineering LLC
1003 Florida Avenue
St. Cloud, FL 34769
jmoody@osc-eng.com

Re: Mutter Road Extension
Design Traffic Analysis
City of St. Cloud, Florida
Proposal № 4528-01-25-01 WO #1/22247

Dear Mr. Moody,

We are pleased to submit this proposal for professional engineering services in support of the above-referenced project located in the City of St. Cloud, Florida.

The fees for the services outlined in the Scope of Work are:

Task 1 – Design Traffic Analysis	$ 53,640.00
Task 1.1 – Methodology Process	*$ 3,000.00*
Task 1.2 – Data Collection	*$ 9,280.00*
Task 1.3 – Transportation Modeling	*$ 14,400.00*
Task 1.4 – Data Analysis	*$ 16,000.00*
Task 1.5 – Crash & Safety Review	*$ 2,560.00*
Task 1.6 – ESAL Calculation	*$ 2,080.00*
Task 1.7 – Design Traffic Report	*$ 6,320.00*
Task 2 – Administration	$ 7,000.00

This proposal is valid for sixty (60) days. If you are in agreement with this proposal and the attached exhibits, please execute and return one copy as our Notice to Proceed. We thank you for this opportunity and we look forward to working with you.

Regards,

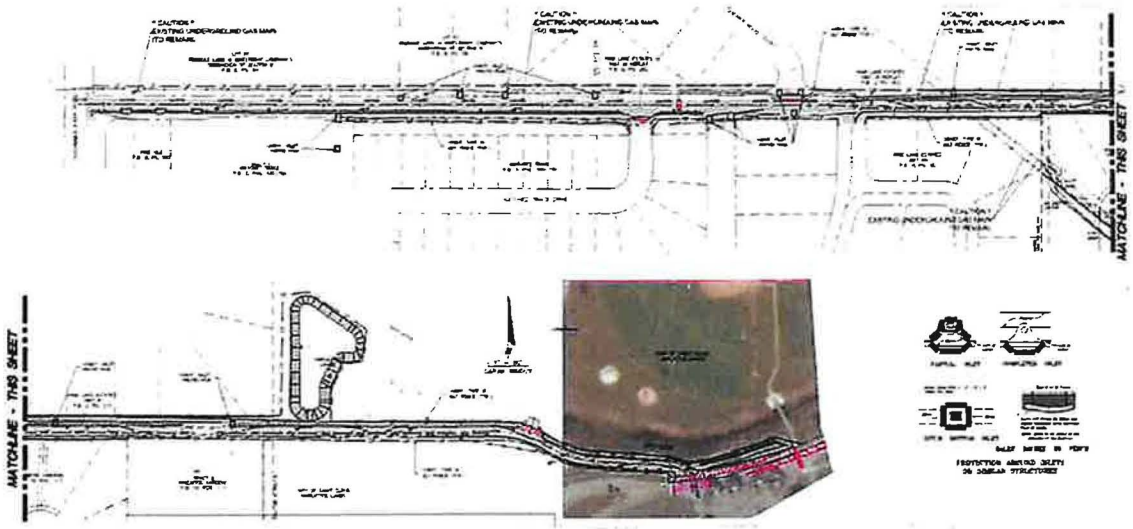
Mohammed Abdallah, PE, PTOE
MohammedA@trafficmobility.com

Incl:
Exhibit A – Manhour Estimate
Exhibit B – General Terms and Conditions

Client Initials

I. Scope of Work

The project consists of preparing a Design Traffic Technical Memorandum (DTTM) for the proposed improvement of Mutter Road from Old Canoe Creek Road to Peghorn Way.



Based on the project information provided, and our knowledge of the City of St. Cloud requirements, we propose the following Scope of Work.

Client Initials

Task 1 – Design Traffic Analysis

Task 1.1 – Methodology Process

- Draft Methodology Statement – Prepare a preliminary methodology statement based on the requirements and guidelines of the City of St. Cloud and the FDOT Design Traffic Handbook. The methodology statement includes:

  - Desing year assumptions
  - Listing of development approvals
  - Transportation modeling approach
  - Baseline assumptions and tools
  - Proposed analytical methods

  The methodology statement will be prepared in coordination with City staff, the project team, and any appropriate third-party stakeholders identified with the City. A draft of the methodology statement will be submitted to the City for review and comment. .

- Final Methodology Statement – Prepare a final methodology statement addressing comments and edits provided on the Draft Methodology Statement and providing any additional details and information that may be necessary following the draft review. The final statement will be provided to the City and will form the basis of analysis for the DTTM.

Task 1.2 – Data Collection

- Field Visit – Conduct a field visit to visually survey the area and transportation network near the study site. Review the geometric configuration and traffic control of key roadway segments and intersections included in the analysis. Observe current traffic operations and characteristics and note any apparent deficiencies or concerns that exist in the area.

- Existing Roadway Characteristics – Conduct field visits, document reviews, and aerial imagery inspection to determine and evaluate the existing transportation network within the study area, including roadway lanes, speed limits, ped facilities, service volumes, and capacities. Prepare an existing transportation network inventory for use in the analysis.

- Transportation Plans – Review existing transportation plans adopted by FDOT, CFX, City of St. Cloud and Osceola County to determine their applicability to the study corridor. Ensure that proposed alternatives are in conformance with adopted trails, freight, pedestrian, bicycle, and vehicular transportation plans.

- Roadway Volumes – Collect roadway traffic volume and classification data using pneumatic data recorders at up to four (4) locations on the study network as follows:

  - Old Canoe Creek Rd – N. of Mutter Rd
  - Old Canoe Creek Rd – S. of Mutter Rd
  - Mutter Rd – East of Old Canoe Creek Rd
  - Peghorn Way – East of Transfer Facility.

Client Initials

The data will be obtained for a duration of up to three (3) consecutive days, recorded in 24-hour periods and in 15-minute increments.

- Intersection Volumes – Collect existing turning movement volumes and classification counts at up to two (2) existing intersections as follows:

  - Old Canoe Creek Rd & Mutters Rd
  - Peghorn Way & Budinger Rd

  The traffic counts will consist of 12-hour turning movement volumes, classification, bicycle, and pedestrian movements.

- Crash Data – Obtain historical crash data at Peghorn Way & Budinger RdThe data will be obtained from publicly available databases (Signal 4) for a period of up to three (3) years and will include summarized crash information including location of incident, type of crash, date and time of crash, and contributing causes.

- Development Approvals – Obtain information on development approvals within a 2-mile area of the study corridor from the City and County. This includes available development plans, location, development programs, approvals provided, current stage of completion, timing and phasing information, and other pertinent information.

Task 1.3 – Transportation Modeling

- Model Network – Review the CFRPM roadway network in the influence area of the proposed development to determine if the network reflects all critical and necessary roadway links needed for evaluation. If needed, update the model roadway and transit networks to reflect missing connections that are critical to the study. Review the coded network to ensure that the correct number of lanes, facility types, area types, and speeds are reflected in the base year and target year models, as necessary for the analysis. This review includes the incorporation of roadway improvements that are planned or programmed that may not be accurately reflected in the model for the analysis year.

- Socio-Economic (SE) Data – Review the traffic analysis zones (TAZ) structure within the model and evaluate the need to subdivide or add TAZs to describe the development patterns and centers of production and attraction more accurately in the study area. Review the socio-economic data within the TAZs to ensure that the information reflects existing and projected development patterns, including residential units, employment, lodging, and school enrollment. Update, revise or modify the SE data as appropriate to reflect development patterns more accurately within the study area.

- Travel Demand Projections – Prepare projected travel demand traffic volumes on the transportation network within the influence area and on the study corridor for the proposed corridor configuration for the opening, mid, and design years of the corridor. The projected segment traffic will be based on model generated Average Annual Daily Traffic (AADT).

- Intersection Turns – Develop projected turning movement volumes at up to two (2) intersections on the study corridor as follows:

Client Initials

- Old Canoe Creek Rd & Mutter Rd
- Peghorn Wy & Mutter Rd Ext.

Opening and design year turning movement volumes will be projected using existing volumes, projected approach AADTs and based on the FDOT's TURNS software and methodology.

Task 1.4 – Data Analysis

- Design Factors Development – Review the existing and projected traffic data within the study area to develop appropriate design traffic factors for the analysis. The review will include development information and projected growth of traffic and modal mix, as well as appropriate seasonal and other adjustment factors. Develop the K, D, and T factors for use in the analysis of projected traffic conditions in the opening, mid, and design years.

- Roadway Analysis – Conduct a capacity analysis of build and no-build conditions on the transportation network and the roadway segments within the study area. The analysis will determine the operating capacity, LOS, and v/c ratio based on the generalized service volumes and LOS standards adopted by the agency. The analysis will help identify the need and justification for the recommended lanes and cross-section on the corridor.

- Intersections – Conduct an analysis of existing, background, and buildout conditions at the intersections within the study area. The analysis will determine the operating capacity and LOS of the intersections by approach. The analysis will be prepared using the methods of the Highway Capacity Manual (HCM) as applied in the Highway Capacity Software (HCS) and/or the Synchro Software. Provide recommended intersection configuration, lane assignments, and recommended traffic control and lane lengths based on capacity, operations, and

Task 1.5 – Crash & Safety Review

- Crash Analysis – Develop crash diagrams at the study locations in accordance with FDOT TEM and HSM procedures. Review and analyze the crash data to identify prevailing crash patterns and evaluate potential contributing factors including traffic control and geometric elements. Prepare analysis tables and findings for the design traffic report.

- Safety Design Evaluation – Conduct a review of the preliminary design plans and identify potential safety deficiencies of possible contributing elements. Develop or prepare safety mitigation measures for incorporation into the design plans to address potential hazardous conditions in accordance with Highway Safety Manual Procedures.

Task 1.6 – ESAL Calculation

- Based on the traffic volume projections and corridor characteristics, develop the recommended design traffic variables, including the Peak to Daily (K) Factor, the Directional Split (D) Factor, and the Truck Percentage (T) Factor.

Client Initials

- Calculate the design traffic volumes on the new roadway segment to reflect the project Design Directional Hourly Volume (DDHV) and the Annual Average Daily Traffic (AADT) on the segment.

- Using the design traffic volumes and the traffic variables, calculate the ESAL projected for the design year on the new roadway segment for use in the design of the pavement section.

Task 1.7 – Design Traffic Report

- Draft Traffic Memorandum – Prepare a technical memorandum/report summarizing the results of the traffic analysis. The memo will include all data analysis, travel forecasting methods and results, crash evaluation, findings and recommendations.

- Final Traffic Memorandum – Prepare a final traffic report summarizing the results of the design traffic projections, traffic control recommendations, recommended intersection and median geometry at key locations.

Task 2 – Administration

- Kick-off/Progress Meetings – Prepare for and attend one (1) kick-off meeting and up to two (2) progress meetings, include a preliminary methodology meeting, with the City and project team during the project.

- Project Coordination Meetings – Prepare for and attend three (3) meetings with the parts or all project team and/or City staff to coordinate ongoing efforts and share information and results during the development of the analysis.

- Public Hearings/Workshops – Prepare for and attend up to two (2) public hearings or work sessions with the City as directed by staff and the project manager.

Company	Traffic & Mobility Consultants LLC
Signature	Signature
Printed Name	Mohammed N. Abdallah, PE, PTOE
Title	Principal
Date	January 24, 2026

Client Initials

TMC Traffic & Mobility CONSULTANTS

EXHIBIT A
MANHOUR ESTIMATE

Itemized Cost				
Task 1 - Analysis	Position	Hours	Rate	Total
Task 1.1 - Methodology Process	Principal		$340.00	$0.00
	Project Manager	2	$280.00	$560.00
	Senior Engineer/Planner	4	$240.00	$960.00
	Engineer/Planner II		$190.00	$0.00
	Engineer/Planner	8	$160.00	$1,280.00
	Designer/Sr CADD		$150.00	$0.00
	Analyst/CADD		$120.00	$0.00
	Admin/Technician	2	$100.00	$200.00
Task 1.1 - Methodology Process Subtotal				**$3,000.00**
Task 1.2 - Data Collection	Principal		$340.00	$0.00
	Project Manager	2	$280.00	$560.00
	Senior Engineer/Planner		$240.00	$0.00
	Engineer/Planner II		$190.00	$0.00
	Engineer/Planner	8	$160.00	$1,280.00
	Designer/Sr CADD		$150.00	$0.00
	Analyst/CADD	12	$120.00	$1,440.00
	Admin/Technician	60	$100.00	$6,000.00
Task 1.2 - Data Collection Subtotal				**$9,280.00**
Task 1.3 - Transportation Modeling	Principal		$340.00	$0.00
	Project Manager	4	$280.00	$1,120.00
	Senior Engineer/Planner	4	$240.00	$960.00
	Engineer/Planner II	8	$190.00	$1,520.00
	Engineer/Planner	40	$160.00	$6,400.00
	Designer/Sr CADD		$150.00	$0.00
	Analyst/CADD	20	$120.00	$2,400.00
	Admin/Technician	20	$100.00	$2,000.00
Task 1.3 - Transportation Modeling Subtotal				**$14,400.00**
Task 1.4 - Data Analysis	Principal		$340.00	$0.00
	Project Manager	4	$280.00	$1,120.00
	Senior Engineer/Planner	8	$240.00	$1,920.00
	Engineer/Planner II	16	$190.00	$3,040.00
	Engineer/Planner	40	$160.00	$6,400.00
	Designer/Sr CADD		$150.00	$0.00
	Analyst/CADD	16	$120.00	$1,920.00
	Admin/Technician	16	$100.00	$1,600.00
Task 1.4 - Data Analysis Subtotal				**$16,000.00**
Task 1.5 - Crash & Safety Review	Principal		$340.00	$0.00
	Project Manager	2	$280.00	$560.00
	Senior Engineer/Planner		$240.00	$0.00
	Engineer/Planner II		$190.00	$0.00
	Engineer/Planner	4	$160.00	$640.00
	Designer/Sr CADD		$150.00	$0.00
	Analyst/CADD	8	$120.00	$960.00
	Admin/Technician	4	$100.00	$400.00
Task 1.5 - Crash & Safety Review Subtotal				**$2,560.00**

Itemized Cost				
	Position	Hours	Rate	Total
Task 1.6 - ESAL	Principal		$340.00	$0.00
	Project Manager		$280.00	$0.00
	Senior Engineer/Planner	2	$240.00	$480.00
	Engineer/Planner II		$190.00	$0.00
	Engineer/Planner	4	$160.00	$640.00
	Designer/Sr CADD		$150.00	$0.00
	Analyst/CADD	8	$120.00	$960.00
	Admin/Technician		$100.00	$0.00
Task 1.6 - ESAL Subtotal				**$2,080.00**
Task 1.7 - Design Traffic Report	Principal	4	$340.00	$1,360.00
	Project Manager	4	$280.00	$1,120.00
	Senior Engineer/Planner		$240.00	$0.00
	Engineer/Planner II		$190.00	$0.00
	Engineer/Planner	8	$160.00	$1,280.00
	Designer/Sr CADD		$150.00	$0.00
	Analyst/CADD	8	$120.00	$960.00
	Admin/Technician	16	$100.00	$1,600.00
Task 1.7 - Design Traffic Report Subtotal				**$6,320.00**
Task 1 - Analysis				**$53,640.00**
Task 2 - Administration	Position	Hours	Rate	Total
Kick-off/Progress Meetings	Principal		$340.00	$0.00
	Project Manager	4	$280.00	$1,120.00
	Senior Engineer/Planner		$240.00	$0.00
	Engineer/Planner II	4	$190.00	$760.00
	Engineer/Planner		$160.00	
	Designer/Sr CADD		$150.00	$0.00
	Analyst/CADD		$120.00	$0.00
	Admin/Technician	4	$100.00	$400.00
Kick-off/Progress Meetings Subtotal				**$2,280.00**
Project Coordination Meetings	Principal		$340.00	$0.00
	Project Manager	6	$280.00	$1,680.00
	Senior Engineer/Planner		$240.00	$0.00
	Engineer/Planner II		$190.00	$0.00
	Engineer/Planner		$160.00	
	Designer/Sr CADD		$150.00	$0.00
	Analyst/CADD		$120.00	$0.00
	Admin/Technician	6	$100.00	$600.00
Project Coordination Meetings Subtotal				**$2,280.00**
Public Hearings / Workshops	Principal		$340.00	$0.00
	Project Manager	8	$280.00	$2,240.00
	Senior Engineer/Planner		$240.00	$0.00
	Engineer/Planner II		$190.00	$0.00
	Engineer/Planner	4	$160.00	
	Designer/Sr CADD		$150.00	$0.00
	Analyst/CADD		$120.00	$0.00
	Admin/Technician	2	$100.00	$200.00
Public Hearings / Workshops Subtotal				**$2,440.00**
Task 2 - Administration Subtotal				**$7,000.00**
Total Project Fee				**$60,640.00**

Client Initials

TMC Traffic & Mobility CONSULTANTS

EXHIBIT B
GENERAL TERMS AND CONDITIONS

*The following terms and conditions are an integral part of the Agreement. The purchaser of the services to be rendered is hereinafter called the "Client" and the supplier of the services, Traffic & Mobility Consultants, LLC is hereinafter called "**CONSULTANT**".*

1. **Invoices & Compensation**: Invoices for the services rendered on the project described herein shall be prepared and mailed and/or emailed to the Client monthly for services rendered to date and shall be due and payable upon receipt. Client shall make prompt payments in response to CONSULTANT's invoices. Payment shall be considered PAST DUE if not paid within (30) days after the invoice date. If Client fails to make timely payment due CONSULTANT for services and expenses, CONSULTANT may, after giving seven (7) days written notice to Client, suspend services under this agreement until paid in full for amounts due for services and expenses. CONSULTANT shall not be liable for actual or consequential damages for its failure to provide professional services nor any other damages which are caused by circumstances beyond its control or by the termination of services due to Client's failure to pay in a timely manner. In addition to all other amounts which may be due hereunder, CONSULTANT shall be entitled to all costs of collection due, including attorney's fees and court costs.

2. **Termination of Services:** This agreement may be terminated upon ten (10) days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay CONSULTANT for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

3. **Drawings and Specifications:** All documents including Drawings and Specifications prepared by CONSULTANT pursuant to this agreement are instruments of CONSULTANT's professional service, and CONSULTANT shall retain ownership and property interest therein, including all copyrights. They are not intended or represented to be suitable for reuse by Client or others. Any reuses without written verification or adaptation by CONSULTANT for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to CONSULTANT; and Client shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

4. **Expenses:** In addition to the fees outlined in the Agreement, CONSULTANT may invoice the Client for charges and expenses incurred in relation to the services provided herein. Direct reimbursement may be invoiced for postage, courier, long distance telephone and other incidental expenses as may be incurred in direct relation to the project as outlined in Exhibit A. The Client shall be responsible for all permit application fees related to the project. Any fees paid by CONSULTANT on behalf of the Client will be invoiced for direct reimbursement.

5. **Engineer's Estimate of Costs:** Since CONSULTANT has no control over the costs of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, our Engineer's Estimate of Costs provided for herein are to be made on the basis of our experience and qualifications and represent our best judgment as experienced and qualified professional engineers, familiar with the construction industry; but CONSULTANT cannot and does not guarantee that proposals, bids or actual Projects or Construction Cost will not vary from Estimate of Costs prepared by CONSULTANT. If prior to the Bidding or Negotiating Phase, Client wishes greater assistance as to Project or Construction Cost, Client shall employ an independent cost estimator. Engineering services to modify the Contract Documents to bring the Construction Cost within any limitation established by Client will be considered Additional Services and paid for as such by Client.

6. **Venue:** Both parties hereby agree that the venue of this Agreement, without prior notice, will lie in Orange County, Florida.

7. **Indemnification:** Client and CONSULTANT each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and CONSULTANT, they shall be borne by each party in proportion to its negligence.

_____
Client Initials

8. **Risk Allocations:** In recognition of the relative risks, rewards and benefits of the project to both the Client and CONSULTANT, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, CONSULTANT's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of fees earned by CONSULTANT for services rendered for the project. Such causes include but are not limited to CONSULTANT's negligence, errors, omissions, strict liability, and breach of contract or breach of warranty.

9. **Governmental Review and Approval:** While all work will be accomplished to the highest caliber to meet permit design criteria, the engineering process requires interpretation of governmental regulations which may, from time to time, differ from the reviewing entity or be subject to change based on ordinance or rule modification during the review process. CONSULTANT cannot guarantee the action or timeliness of government officials and agencies during the project review and approval process.

10. **Property Ownership:** If the Client is not the owner of the subject project property, Client, by execution of this agreement, acknowledges notification of the property Owner of services to be rendered under this agreement. Client, if acting as agent to Property Owner in application for governmental approvals to be obtained under this agreement, will be required to provide written authorization from Property Owner for such actions and in some cases, Property Owner's signature will be required on Application forms. Client shall provide CONSULTANT with property ownership information. CONSULTANT may provide direct notification to the Property Owner of services rendered or to be rendered. If during the course of this Agreement, there is a transfer of property ownership, CONSULTANT shall be notified immediately and provided with the updated information. Client acknowledges and agrees that the services to be performed by CONSULTANT pursuant hereto may render the project property subject to lien for professional services pursuant to Florida Statutes.

11. **Additional Services:** Additional services, which may be provided pursuant to the Agreement, are considered part of the original Agreement and bound by the General Terms and Conditions outlined herein.

12. Client binds itself and its partners, successors, administrators and assigns to all covenants, agreements and obligations of this Agreement and the terms and conditions thereof.

13. **Construction Phase Services:** If this Agreement provides for any construction phase services by CONSULTANT, it is understood that the Client's contractor, not CONSULTANT, is responsible for the construction of the project, and that CONSULTANT is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by Client's contractor.

14. **Dispute Resolution:** Client and CONSULTANT agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

15. **Force Majeure:** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

16. **Standard of Care:** The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the skill and care used by members of CONSULTANT's profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

17. **Hazardous Environmental Conditions:** It is acknowledged by both parties that CONSULTANT's scope of services does not include any services related to the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials. Client acknowledges that CONSULTANT is performing professional services for Client and CONSULTANT is not and shall not be required to become an "arranger", "operator" or "transporter" of hazardous substances.

18. **Proposal and all subsequent addendums are valid for sixty (60) days from issuance.**

_____
Client Initials

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Pkwy • Kissimmee, FL 34744
Phone: (407) 847-2179

February 5, 2026

John Moody
Osceola Engineering
1003 Florida Avenue
St. Cloud, FL 34769

RE: PROPOSAL FOR SURVEYING SERVICES
Survey support services for Mutter Road Extension Project, St. Cloud, FL

Dear John:

Pursuant to your request for surveying services on the above-referenced site, the following is an outline of the scope of services.

TASK I: Prepare an updated topographic route survey of a portion of Mutter Road. Survey will gather spot elevations on an approximate sufficient grid interval, using GPS and convention survey data collection. Locate surface evidence of existing utilities. Make sufficient ties to establish the existing right of way lines. Locate flags and paint marks of underground utilities as placed by Subsurface Consultant. Surveyor will coordinate with Subsurface Consultant on the surface designation, location of existing utilities within the limits outlined above. Elevations will be based on NAVD 1988 Vertical Datum, and horizontal data will be Florida State Plane East Zone.

Final deliverable will be a route/topographic survey prepared in AutoCAD.

Summary of Fees:
JS proposes a lump sum fee for Task I above of: $ 7,500.00

Subsurface Consultant price proposal attached hereto, which is separate from the Johnston's Surveying fee above, is as follows:
Price Proposal $11,925.00

Total fee including JS and Subsurface Consultant: $19,425.00
Any additional surveying services outside the above scope will be billed at an hourly rate.

All work will be completed under the direct supervision of a professional surveyor and mapper licensed to practice in the State of Florida and work will be in accordance with the Standards of Practice set forth by the Florida Administrative Code 5J-17.051 for Surveyors & Mappers, pursuant to Section 472.027 Florida Statutes.

RE: PROPOSAL FOR SURVEYING SERVICES
Survey support services for Mutter Road Extension Project, St. Cloud, FL

We appreciate the opportunity to present this proposal and look forward to working with you on this project. If you have any questions, please let me know.

Respectfully,

Richard D. Brown
President

SUBSURFACE SOLUTIONS

Subsurface Investigation Proposal

407.501.5040
www.subsurface-solutions.com

This Agreement is entered into by and between D & E Short, LLC d/b/a Subsurface Solutions ("Subsurface Solutions") and the undersigned Customer as of the date indicated below. Pursuant to the terms and conditions of this Agreement, Subsurface Solutions shall provide the following services (collectively, the "Work") at the following site address (the "Property")

Site Address: Mutter Road Extension, St. Cloud, FL (#16-267)		**Bid Date: 02.03.2026 Good Through: 05.03.2026**
Services/Scope of Work: Subsurface Solutions shall examine and survey the above-referenced Property in **the area outlined in Red in Figure 1**, using Ground Penetrating Radar (defined below), in accordance with ASCE Standard 38-02, Quality Level "B" and/or an Electro Magnetic Pipe Locator. Subsurface Solutions shall also provide a rough drawing of the items located using Ground Penetrating Radar and/or an Electro Magnetic Pipe Locator overlaid on a satellite image of the Property.		
Service	**Quantity**	**Price**
EM/GPR/Arial Image	**6 Acres (6,750 lf)**	**$11,925**
Vacuum Excavation	**N/A**	**N/A**
Total		**$11,925**

Terms and Conditions

1. Customer acknowledges and agrees that it has read and understood the terms of this Agreement, including, but not limited to, the Limitations (defined below), and that a portion of the terms and conditions are contained online at https://subsurface-solutions.com/terms, as more fully described below.

2. Ground Penetrating Radar (GPR) means a duel frequency 400/800MHz GPR antenna, which rolls over the surface of the ground. The surface needs to be reasonably smooth and unobstructed in order to obtain readable scans. Obstructions such as curbs, landscaping, and vegetation will limit the feasibility of GPR. The data is displayed on a screen and marked in the field in real time. GPR works by sending pulses of energy into a material and recording the strength and the time required for the return of the reflected signal. Reflections are produced when the energy pulses enter into a material with different electrical properties from the material it left. The strength of the reflection is determined by the contrast in signal speed between the two materials. The total depth achieved can be as much as 8' or more with this antenna but can vary widely depending on the conductivity of the materials. The patented hyperstacking antenna has the ability to improve depth penetration and resolution when compared with a traditional GPR antenna.

3. An Electro Magnetic Pipe Locater (EM) can detect the electromagnetic fields from live power or radio frequency signals. It can also be used in conjunction with a transmitter to connect directly to accessible, metallic pipes, risers, or tracer wires. A current is sent through the pipe or tracer wire at a specific frequency and the resulting EM field can then be detected by the receiver. The receiver is moved over the surface without coming in contact with the ground so it is not affected by terrain. Depths provided should always be treated as estimates as their accuracy can be affected by multiple factors. Depths achieved can be as much as 20' depending on the type of signal being traced or methods used.

4. Vacuum Excavation will be utilized to expose and verify precise vertical position of conflict and/or connection utilities at locations specified by the engineer of record (EOR). Subsurface Solutions understands that these will be soft-surface excavations. Estimate does not include time and materials for hard-surface test holes, any final restoration such as hot mix asphalt, milling/resurfacing or special backfill (flowable fill) requirements. If final restoration is required by end client, city, state, or any other entity, that restoration will be the responsibility of the client.

5. Customer understands that any fees required for permits, traffic control, or MOT services are not provided as part of this estimate.

6. Customer acknowledges the following "Limitations" involved in the use of Ground Penetrating Radar ("GPR") services in underground applications. GPR is an industry-recognized tool for detecting objects underground, however, site restrictions and environmental conditions can limit the accuracy and effective depth of GPR. For underground scanning, depth is completely dependent on the composition of soils in the area being surveyed. Customer acknowledges and agrees that for every foot in depth penetration with the GPR equipment, the pipe/utility must be at least 1" in diameter to be located. For example, at 4 feet in depth, the pipe/utility must be 4" or larger to be detected. Some types of pipes are difficult to locate, such as clay or concrete pipes, and empty PVC type pipes. Given these factors, Subsurface Solutions CANNOT guarantee it will be able to locate ALL utilities on site.

7. I have been made aware of the Terms and Conditions governing Subsurface Solutions' Work at the Property, which are available on Subsurface Solutions website by visiting terms/conditions. I can also request a printed copy of the full terms and conditions applicable to this Agreement by info@subsurface-solutions.com. I agree that Subsurface Solutions' Work is subject to those online terms and conditions and that the Parties are bound to and agree to those online terms and conditions, which are hereby incorporated into this document, and any invoices or estimates that are part of the Work, by reference.

By signing below, I agree that I have read, understood, and agree to the foregoing terms and conditions.

Customer Signature: _____ Company: _____ Job#: _____

Customer Printed: _____ Title: _____ Date: _____

FIGURE 1


VASUDHA
PROPERTIES
LLC
LAKE TRUDY DR
PINE RD
PEACH TREE RD
9-26-30
OAK
NILES WAY
10-2

JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Pkwy • Kissimmee, FL 34744
Phone: (407) 847-2179
Fax: (407) 847-6140

CONDITIONS OF PROPOSAL ACCEPTANCE

OSCEOLA ENGINEERING, INC. – MUTTER ROAD EXTENSION – UPDATED TOPO/ROUTE
Services and fees outlined in this proposal dated 2-5-26 are subject to the following conditions:

1. This fee does not include any services for outside consultants.

2. All reimbursable expenses, including but not limited to, blueprinting, photographic work, photocopies and express charges will be billed separately and independently of the contract amount.

3. All services are based on a "one-time" performance only. Any additional services not outlined will be performed at our normal hourly rates, after client authorization.

4. The client is responsible for any application or review fees required by governmental or regulatory agencies for plan submittals.

5. All application or review fees and reimbursable expenses, except blueprints, paid directly by consultant will be subject to a 15% surcharge.

6. We cannot guarantee governmental or regulatory agency approvals, nor is our fee dependent on such.

7. Invoices will be considered due and payable within 10 days of the date of the invoice. All "past due" invoices are subject to interest attached at 1.5% per month, 18% per annum.

8. The client has the right to terminate this agreement with a 10 working day advance written notice. If such termination takes place, the consultant will present a final invoice based on the percentage of the completed project.

9. Should it become necessary for the consultant to utilize its attorney to collect fees due the consultant, the client agrees to bear the cost of collection, including reasonable attorney's fees.

10. Retainer of **$0** will be required upon execution of this contract.

If this proposal meets with your approval, please return one copy (executed with the original signature of the party responsible for payment) to this office. Upon receipt, it shall be deemed a mutually binding contractual agreement between the signing parties. If this proposal is not executed and returned to this office within 90 days, it shall be null and void. Any fees associated with this proposal are subject to increase if this contract is still in force at the end of one year.

CONSULTANT: _____ DATE: 02-05-2026
Richard D. Brown – President

ACCEPTED BY: _____ DATE: _____

COMPANY: _____ POSITION: _____

\\MyDOCS\FORMS\CONDITIO.6LT.DOC

Via Email: jmoody@osc-eng.com

February 5, 2026

Osceola Engineering, LLC
Attention: John Moody
1003 Florida Ave.
St. Cloud, FL 34769

MODICA & ASSOCIATES

ENVIRONMENTAL
PLANNING
DESIGN &
PERMITTING

Re: Mutter Road Extension Project
St. Cloud, Osceola County, Florida
Proposal for Ecological Permitting Services

Dear Mr. Moody,

Attached is a proposal to provide ecological permitting services for the City of St. Cloud's Mutter Road Extension Project. The project involves permitting of a new roadway extending from the eastern terminus of Mutter Road to Peghorn Way, which is a distance of approximately 1,200 feet (**Exhibit A**). These services will support the project engineer in obtaining an Environmental Resource Permit (ERP) through the South Florida Water Management District (SFWMD).

Modica & Associates appreciates the opportunity to provide you with our services. Please contact me directly you have any questions regarding the attached proposal.

Sincerely,

David Whitney, Vice President
805 Verona Street
Kissimmee, FL 34741
O(407)935-0535
C(689)444-9699

Z:\PROPOSALS\Osceola\ERP\73 - Mutter Road Extension - Osceola Engineering\Mutter Road Extension - ERP Proposal 2-5-26.docx

PROPOSAL FOR ECOLOGICAL PERMITTING SERVICES
MUTTER ROAD EXTENSION
OSCEOLA COUNTY, FLORIDA

February 5, 2026

SCOPE OF SERVICES

The following Scope of Services is proposed for the City of St. Cloud's Mutter Road Extension Project. The project involves permitting of a new roadway extending from the eastern terminus of Mutter Road to Peghorn Way, which is a distance of approximately 1,200 feet (**Exhibit A**). These services will support the project engineer in obtaining an Environmental Resource Permit (ERP) through the South Florida Water Management District (SFWMD). M&A understands that **no wetlands or surface waters will be impacted by this project.**

Task 1 – Site Work

1. Desktop Review: Prior to conducting field reviews, M&A will conduct a desktop review of available soil information, National Wetlands Inventory GIS layers, SFWMD land use shapefiles, USDA NRCS Soil Survey of Osceola County, and available listed species locality records and databases.

2. Wetland Delineation: M&A will delineate the limits of jurisdictional wetlands within or immediately adjacent to the project corridor. The delineation will use state and federal criteria, and will be applicable to the SFWMD and ACOE. The boundary between uplands and wetlands will be marked with vinyl surveyors tape and/or stakes. Flag locations will be recorded with a handheld GPS device and a map of the flags will be provided to the project engineer/surveyor.

3. Land Use/Habitat Assessment: M&A will collect site specific information to map and characterize onsite land uses and habitat types in accordance with the Florida Land Use, Cover and Forms Classification System (FLUCFCS). M&A will produce lists of vegetative characteristics of each onsite plant community, and will collect representative photographs.

4. Preliminary Listed Species Assessment: M&A will perform a preliminary review of the subject property to document the presence or potential for presence of state and federally listed wildlife species, and/or their preferred habitats. The locations of any listed species or signs of their presence will be recorded with a GPS device and a wildlife map will be prepared.

   Information collected in Task 1 will be used for the Ecological Considerations Report (ECR) prepared for the SFWMD permit application discussed in Task 2 below.

   Note: This task does not include comprehensive species-specific surveys. Any species-specific surveys will be provided as a separate task.

MODICA & ASSOCIATES

Cost: $2,200.00

Task 2: SFWMD Environmental Resource Permitting

5. M&A will conduct a site visit with SFWMD staff to review the wetland/surface water flagging previously placed. It is possible that minor changes to the wetland lines could be made at that time. It is assumed that the 62-340 F.A.C. Wetland Data Forms will be completed during the site inspection. The Chapter 62-340 F.A.C. Data Forms require detailed descriptions of soil pits to be sampled in both the wetland and upland communities, list of plants in each community type, hydrologic observations, photographs of sampling points, etc. It is assumed that one day will be required to complete the wetland line review.

6. Prepare and submit the appropriate sections of the Environmental Resource Permit (ERP) application for submittal to SFWMD. M&A will also work with the Project Engineer to obtain any graphics required to depict the wetland/surface water locations.

7. M&A's ecological considerations report and associated graphics will be provided to the project engineer, to be uploaded to the SFWMD e-permitting portal, with their engineering report.

8. M&A will conduct a site inspection with the SFWMD staff to evaluate the wetland systems proposed for impact and to verify the UMAM scores and proposed mitigation.

9. It is not known what Special Conditions the SFWMD may include in their permit. Therefore, if additional tasks are needed to respond to Special Conditions, this will be conducted as Additional Services, or a separate proposal will be provided.

Cost: $6,500.00

Task 3: Federal NPR Coordination/Permitting (if requested)

The U.S. Army Corps of Engineers (ACOE) currently regulates federally jurisdictional wetlands and surface waters in the State of Florida. However, it is anticipated that the Florida Department of Environmental protection (FDEP) may assume the State 404 Program in the future. If the tasks and application have been submitted to the ACOE, and then FDEP assumes federal permitting responsibilities again, Additional Services will be required to complete the new permit application/documents and coordinate with the different Agency.

It is anticipated that the onsite surface water (ditch) will be regulated as Waters of the U.S. (WOTUS). However, M&A understands that the project will result in **no impacts to on-site surface waters**. Therefore, the tasks below will allow M&A to coordinate and apply for a **No Permit Required (NPR)** determination from the ACOE, if requested by the Client/City of St. Cloud. If it is determined that impacts to the surface water will be required, additional services will be necessary to submit a nationwide permit (NWP) application to the ACOE for <0.5-acre of impact.

10. M&A will prepare and submit the WOTUS determination form and associated supplemental documents and maps for submittal to the ACOE. Supporting documents will include a map series produced using ArcGIS; these maps will include National Wetlands Inventory, U.S. Geological Survey National Hydrography Dataset to show connectivity and flow, current and historical aerials, topography and soils.

11. In addition to the permitting documents prepared for submittal to SFWMD, M&A will prepare the application document and supporting documents that are specific to the ACOE. This task also includes coordinating with the Client for required signatures and ownership documents or contract for purchase, as applicable.

12. M&A will conduct a site inspection with ACOE to review the jurisdictional wetland/surface water boundaries. Any changes to the jurisdictional wetland/surface water boundaries will be noted and provided to the Project Surveyor.

13. In the event of a third party objections to the permit, an Addendum to this proposal will be provided to assist with responding to their questions/objections.

Cost: $6,000.00 (if requested)

Task 4: Requests for Additional Information

14. It is not known what questions may be asked by the agencies in response to the development applications. Any response to Requests for Additional Information (RAI) issued by the regulatory agencies will be provided on an hourly basis.

Cost: Hourly @ $125.00; not to exceed $3,000.00

Task 5: Meetings & Client Coordination

15. M&A will attend any required meetings to support the permitting process. This may include SFWMD meetings and other project related team meetings/conference calls. Meetings may be virtual or in-person, and will be attended by a Principal or senior-level staff member.

Cost: Hourly @ $125.00, not to exceed $2,500.00

Task 6: Reimbursable Expenses

16. Mileage will be billed at $0.725/mile or the current mileage rate published by the IRS at the time of work.

Cost: $200.00

TOTAL COST: $20,400.00

MODICA & ASSOCIATES

ADDITIONAL SERVICES

Any tasks not detailed in the above Scope of Services can be added at the request of the Client and will be considered Additional Services. Such tasks may include, but are not limited to: species-specific surveys, wildlife permitting, wildlife relocation, alternative design analysis, wetland impact permitting, mitigation design work, mitigation monitoring, etc.

MODICA & ASSOCIATES

PROPOSAL FOR ECOLOGICAL PERMITTING SERVICES
MUTTER ROAD EXTENSION
OSCEOLA COUNTY, FLORIDA

February 5, 2026

BILLING

Any work not described in the Scope of Services will only be undertaken after being approved by the Client. Any work performed and billed on this project which remains unpaid after 60 days from initial billing shall be charged 1.5% interest per month. Any balance remaining unpaid after 90 days from the date of the initial billing shall be deemed in default with reasonable collection and attorney's fees due and payable.

CONTRACT TERMS

The tasks and costs provided in this proposal are valid for a period of three (3) months from the date the contract is sent to the Client (not the executed date). If any regulations change, which affects the cost to complete the tasks, an Amendment may be required. Additionally, if any third party fees change (gopher tortoise recipient site fees, agency fees, etc.), an Amendment may be required.

AUTHORIZATION TO PROCEED

Accepted by: _____
Signature Date

_____
Name (Please Print) Title

Billing contact: _____

_____

_____

Billing phone: _____

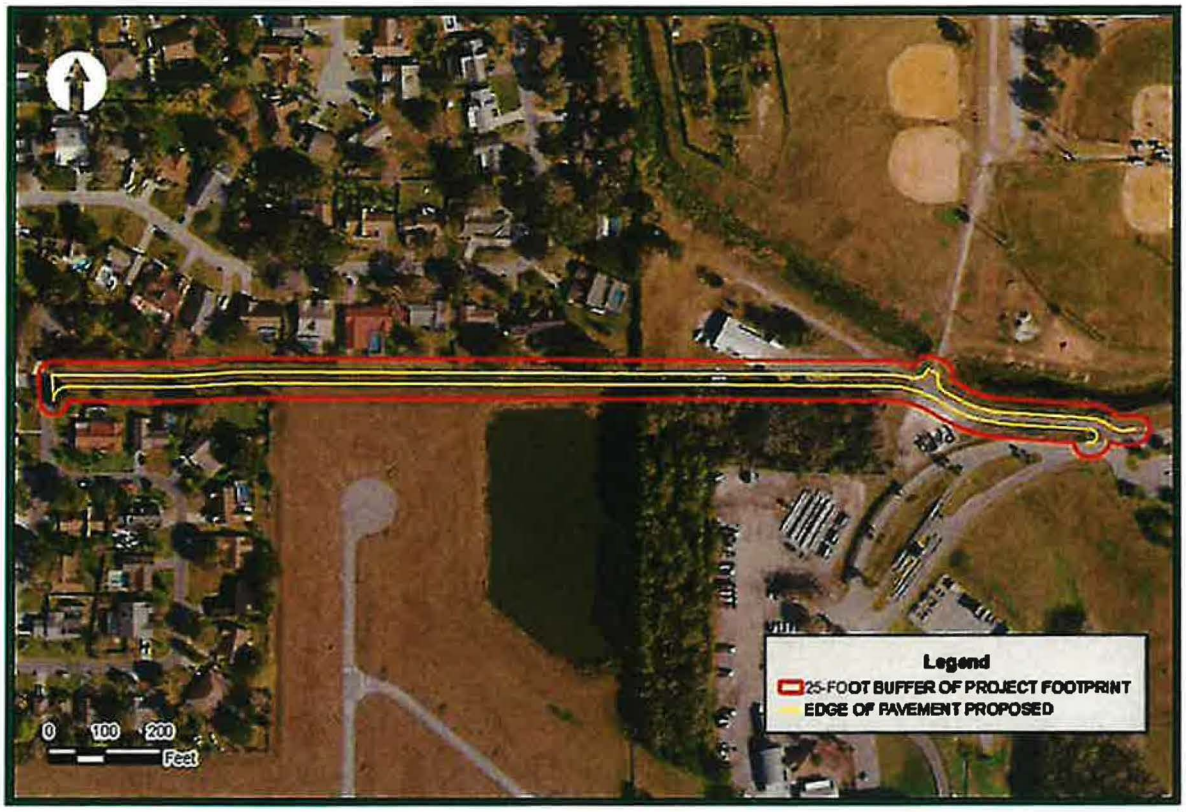
Billing fax: _____

Billing e-mail: _____

MODICA & ASSOCIATES

PROPOSAL FOR ECOLOGICAL PERMITTING SERVICES
MUTTER ROAD EXTENSION
OSCEOLA COUNTY, FLORIDA

EXHIBIT A
Site Plan



MODICA & ASSOCIATES

Meeting: April 9, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-041R - Sign Fabrication and Installation Services

Procurement Agenda Item:
Resolution No. 2026-041R, a resolution of the City Council of the City of St. Cloud, Florida, determining the responsive bidders whose bids are reasonable and otherwise in the best interest of the City of St. Cloud, and the award thereof in regard to Invitation to Bid (ITB) No. 2026-004 to Baron International, LLC, DBA Baron Sign Manufacturing, D & H Moon, Inc., DBA Karma Sign, Don Bell Signs, LLC, i2Visual, Inc., Milli SNG, LLC/image360 South Orlando, International C&C Corporation, DBA International Sign, DBA Sign X-Press, OmniOne Media, LLC, and SSC Signs & Lighting, LLC, whose subject matter is Sign Fabrication and Installation Services, and providing an effective date.
COST: Undetermined at this time as services are provided on an as-needed basis. This contract will be utilized by various departments for the purchase of sign fabrication and installation services on an as-needed basis, from various approved and budgeted projects and expenditure accounts throughout the fiscal year.
This item is to authorize the City Manager to enter into agreements for sign fabrication and installation services.

Strategic Key Focus Areas:
Effective Community Safety

Background Information:
The intent of this solicitation was to establish a pool of qualified contractors to provide sign fabrication and installation contractor services on an as-needed basis. ITB No. 2026-004 Sign Fabrication and Installation Services was advertised in the Orlando Sentinel, VendorLink and OpenGov beginning on January 11, 2026, with an original due date of February 19, 2026. OpenGov shows that 9904 vendors were notified and there were 86 planholders for this ITB. The deadline for questions was 5:00 pm on January 30, 2026. Eight (8) submittals were received from the following companies:

1. Baron International, LLC, DBA Baron Sign Manufacturing
2. D & H Moon, Inc., DBA Karma Sign
3. Don Bell Signs, LLC
4. i2Visual, Inc.
5. Milli SNG, LLC / image 360 South Orlando
6. International C&C Corporation, DBA International, Sign DBA Sign X-Press
7. OmniOne Media, LLC
8. SSC Signs & Lighting, LLC

The eight (8) submittals were reviewed by staff and all bidders were determined to be responsive and are reasonable and otherwise in the best interest of the City of St. Cloud.

Legal Authority:

St. Cloud Procurement Policy Article III, Sec. 5.

Budget and Recommendation:
Undetermined at this time as services are provided on an as-needed basis. This contract will be utilized by various departments for the purchase of sign fabrication and installation services on an as-needed basis, from various approved and budgeted projects and expenditure accounts throughout the fiscal year.
Staff recommends **APPROVAL** of this request.

Finance Director's Comments:
Finance Director recommends **APPROVAL** of this item.

Procurement Director's Comments:
Recommends approval

City Manager's Comments:
City Manager recommends approval

City Council Action:
04/09/2026 - Final Action

Attachments:
1. Resolution No. 2026-041R
2. 2026-004 Sign Fabrication Installation Services Bid for Posting

RESOLUTION NO. 2026-041R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, DETERMINING THE RESPONSIVE BIDDERS WHOSE BIDS ARE REASONABLE AND OTHERWISE IN THE BEST INTEREST OF THE CITY OF ST. CLOUD, AND THE AWARD THEREOF IN REGARD TO INVITATION TO BID (ITB) NO. 2026-004 TO BARON INTERNATIONAL, LLC, DBA BARON SIGN MANUFACTURING, D & H MOON, INC., DBA KARMA SIGN, DON BELL SIGNS, LLC, I2VISUAL, INC., MILLI SNG, LLC/IMAGE360 SOUTH ORLANDO, INTERNATIONAL C&C CORPORATION, DBA INTERNATIONAL SIGN, DBA SIGN X-PRESS, OMNIONE MEDIA, LLC, AND SSC SIGNS & LIGHTING, LLC., WHOSE SUBJECT MATTER IS SIGN FABRICATION AND INSTALLATION SERVICES, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, requested bids were received in response to ITB No. 2026-004 Sign Installation and Fabrication Services to provide a pool of qualified contractors, and

WHEREAS, the bids have been regularly processed and reviewed, and recommendation has been made to City Council, by or at the direction of the City Manager, and full discussion having been held thereon, and

WHEREAS, the bids of Baron International, LLC dba Baron Sign Manufacturing, D & H Moon, Inc., DBA Karma Sign, Don Bell Signs, LLC, i2Visual, Inc., Milli SNG, LLC / image360 South Orlando, International C&C Corporation, DBA International Sign, DBA Sign X-Press, OmniONe Media, LLC, and SSC Signs & Lighting, LLC were determined to be in the best interest of the City of St. Cloud.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Cloud, Florida, as follows:

SECTION I. The bids of Baron International, LLC, DBA Baron Sign Manufacturing, D & H Moon, Inc., DBA Karma Sign, Don Bell Signs, LLC, i2Visual, Inc., Milli SNG, LLC / image360 South Orlando, International C&C Corporation, DBA International Sign, DBA Sign X-Press, OmniONe Media, LLC, and SSC Signs & Lighting, LLC, made in response to said ITB No. 2026-004 were found to be responsive, responsible, and/or otherwise, their acceptance is in the best interest of the City of St. Cloud.

SECTION II. The City Manager is authorized and is directed, where appropriate, to execute formal written agreemenst in the furtherance of obtaining the materials and/or services as approved by the City Attorney between the City of St. Cloud, Florida and Baron International, LLC., DBA Baron Sign Manufacturing, D & H Moon, Inc., DBA Karma Sign, Don Bell Signs, LLC, i2Visual, Inc., Milli SNG, LLC/image360 South Orlando, International C&C Corporation, DBA International Sign, DBA Sign X-Press, OmniONe Media, LLC, and SSC Signs & Lighting, LLC.

SECTION III. The City Manager is specifically authorized to withhold the formal written agreement upon determination of any matter or factor, hereafter coming to their attention, which may indicate such action is not in the City's best interest, provided that upon such withholding, the City Manager, with reasonable dispatch, shall present the issue to the City Council, in session, for review and direction.

SECTION IV. The City Manager is authorized and is directed, where appropriate, to issue a purchase order or "confirmation letter" to said bidders upon a final review of the award process.

SECTION V. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida this 9th day of April 2026.

CITY OF ST. CLOUD

ATTEST: Christian B. Robertson, Mayor

Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED
deBeaubien, Simmons, Knight, Mantzaris, & Neal, LLP

Daniel F. Mantzaris, City Attorney

INVITATION TO BID (ITB)

2026-004

SIGN FABRICATION AND INSTALLATION SERVICES

City of St. Cloud

1300 9th Street

St. Cloud, FL 34769

RELEASE DATE: January 11, 2026

DEADLINE FOR QUESTIONS: January 30, 2026

RESPONSE DEADLINE: February 19, 2026, 10:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://procurement.opengov.com/portal/stcloud

City of St. Cloud
INVITATION TO BID (ITB)
Sign Fabrication and Installation Services

I. Introduction
II. Advertisement to Bids
III. Instructions to Bidders
IV. Minimum Qualifications
V. Scope of Work
VI. Pricing Proposal
VII. Proposal Forms
VIII. General Terms and Conditions
IX. Federal Requirements

Attachments:

A - Sample_Agreement

1. Introduction

1.1. Summary

It is the intent of this solicitation to establish a pool of qualified contractors to provide sign fabrication and installation contractor services on an as-needed basis.

1.2. Background

The City of St. Cloud is a community of approximately 64,000 residents, covering approximately 34 square miles in Osceola County, located in Central Florida. To obtain general information about the City of St. Cloud, access www.stcloudfl.gov.

1.3. Contact Information

Ricky Stayer

Procurement Analyst

1300 9th Street

ricky.stayer@stcloudfl.gov

(407) 957-7368

1.4. Timeline

Release Project Date:	January 11, 2026
Question Submission Deadline:	January 30, 2026, 5:00pm
Proposal Submission Deadline:	February 19, 2026, 10:00am

1.5. Additional Project Informaiton

Project Funded: General Fund

Estimated Project Cost: As-Needed

Pre-Bid Meeting: No

Time of Substantial Completion: As-Needed

Bid Bond Required: No

Liquidated Damages: No

Warranty Required: Yes

Performance Bond Required: No

2. Advertisement to Bids

The City of St. Cloud is seeking competitive bids for the following:

INVITATION TO BID (ITB) NO.2026-004

Sign Fabrication and Installation Services

TO BE CONSIDERED, BIDS MUST BE ELECTRONICALLY SUBMITTED THROUGH
https://procurement.opengov.com/portal/stcloud

BID OPENING WILL BE Thursday, February 19, 2026 AT 10:00 am LOCAL TIME

VIA A VIRTUAL ZOOM MEETING

Bid documents and specifications are available online via the City's e-Procurement Portal ("Portal") at https://procurement.opengov.com/portal/stcloud Bids shall be according to the specifications, terms and conditions, and shall be on the forms provided. **No Pre-Bid Conference will be held for this project.** Bids shall be submitted electronically prior to the specified date and time. Bids will be opened and publicly read aloud via a virtual meeting, on the above appointed date and time. All questions shall be addressed **in writing** and sent via the Portal's Questions and Answers tab. **The deadline for submitting questions is 5:00 pm, Friday, January 30, 2026. Questions will not be accepted if received after this date and time.**

Submission of a bid/proposal/submittal shall constitute an acknowledgement by the Bidder that he/she has thoroughly examined and is familiar with the Invitation to Bid (ITB). The failure or neglect of a Bidder to examine the Invitation to Bid (ITB) shall in no way relieve him/her of any obligations with respect to either his/her bid or the Invitation to Bid (ITB). No claim for additional compensation will be allowed which is based upon a lack of knowledge of the Invitation to Bid (ITB). Questions and/or information requests will be answered in an addendum after the deadline, which will be available from Procurement Services and posted on the City's Portal. It is the bidder's responsibility to verify whether any addenda have been issued and verify receipt of addenda on below to ensure any addenda are received in order to submit a responsible and responsive offer. Uploading an incomplete document may deem the offer non-responsive, causing rejection.

Bidder shall assume full responsibility for timely electronic submission for receipt of bids. Bids received after the time and date for receipt of bids will not be accepted.

Prohibited Communications

Potential bidders shall not communicate in any way with the consultants, elected or appointed officials, City Manager or any City staff, other than Procurement Services personnel, from the time of bid advertisement through and including bid award, except during scheduled pre-bid meetings. Such communication shall result in disqualification.

Bidder acknowledges any executed document submitted electronically or digitally shall be considered an original.

The City of St. Cloud reserves the right to reject any and all bids or part thereof and/or to waive any and all irregularities in any bid.

3. Instructions to Bidders

3.1. PUBLIC RECORD STATEMENT

By submitting a proposal to the City of St. Cloud, each Bidder acknowledges and understands that the City of St. Cloud is a public agency subject to Chapter 119 Florida Statutes ("Public Records Law") and all responses are deemed a public record and open to public scrutiny. Any Proposal document the Bidder submits will be a public record when the City of St. Cloud provides notice of an intended decision or 30 days after opening the bids, proposals, or final replies, whichever is earlier. Trade Secrets, certain background financial information, and other items, may constitute exemptions to disclosure under the Public Records law. Bidder expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records Law, to include:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services contemplated herein.

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 this Florida's Public Records law 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.

4. Meet all requirements for retaining public records and transfers, at no cost, to the City, all public records in possession of the Bidder upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

5. **IF BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1300 9TH STREET, ST. CLOUD, FLORIDA 34769, TELEPHONE 407-957-7300, EMAIL cityclerk@stcloudfl.gov.**

3.2. ACKNOWLEDGEMENT

1. Submission of a bid/proposal shall constitute an acknowledgement by the Bidder and certifies that they have thoroughly examined and is familiar with the Invitation to Bid. The failure or neglect of the Bidder to examine the ITB shall in no way relieve him/her of any obligations with respect to either

his/her bid or the ITB. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the Invitation to Bid.

2. The selected Bidder shall comply with all Federal and State requirements.

3. All proposals must be confirmed by an authorized signer of the firm. Obligations assumed by such confirmation must be fulfilled.

4. Alternate bids will not be considered unless they are specifically called for in this solicitation.

5. From the issue date of this solicitation until a selection decision is made, no unauthorized contact related to this solicitation will be allowed between a Bidder, their employees or subcontractors and any elected or appointed officials, City Manager or any City staff, with the exception of the Procurement Services Department. Any unauthorized contact will disqualify the Bidder from further consideration.

6. Any protest shall be in accordance with the City of St. Cloud Procurement Policy.

7. The selected Bidder agrees to provide, within ten (10) calendar days from the notice of award, insurance requirements in accordance to the requirements in the terms and conditions specified in this ITB. All policies shall be subject to approval by the City of St. Cloud, and issued by companies authorized by the State of Florida's Department of Insurance to conduct business in the State of Florida.

8. The selected Bidder agrees that it and its subcontractors have a Drug-Free Workplace Program that complies with Florida §§ 287.087. Refer to required forms.

9. The selected Bidder shall submit only one proposal/bid in response to this solicitation, and shall have no financial interest in other entities submitted proposals/bid responses for the same solicitation.

10. Neither the selected Bidder, nor its affiliates, nor anyone associated with them shall have any potential conflict interest due to any other clients, contracts, business relationships or property interests for this solicitation packet's scope of work.

11. No member of the selected Bidder's ownership, management, or staff shall have a vested interest in any of the City, nor any business or other relationship with any of the City's employees, officers, directors, or elected officials, that creates a conflict of interest or the appearance of a conflict of interest. All Bidders/Proposers must disclose with their Bid/Proposal the name of any officer, director, or agent, who is also an employee of the City. Further, all Bidders/Proposers must disclose the name of any City employee who owns, directly or indirectly, any interest in the Bidder's/Proposer's firm or any of its branches. The Award hereunder is subject to provisions of State Statutes and City Ordinance.

12. No member of the selected Bidder's ownership or management is presently applying for an employee position or actively seeking an appointment with the City.

13. The selected Bidder, or authorized signatory, shall provide written notice to the City in the event that a conflict of interest is identified at any time.

14. The vendor shall comply with Federal requirements per 2 Code of Federal Regulations (CFR) Part 200, Uniform Guidance, and any subsequent revisions and updates.

3.3. REQUEST FOR ADDITIONAL INFORMATION

The respondent shall furnish such additional information as the City of St. Cloud may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The City reserves the right to make investigations of the qualifications of the respondent as it deems appropriate, including but not limited to, a background investigation.

3.4. ECONOMY OF PREPARATION

Submittals should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to fulfill the requirements.

3.5. PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Record Law) and except as may be provided by other applicable State and Federal Law, all respondents should be aware that the Invitation to Bid and the responses are in the public domain. However, the respondents are requested to identify specifically any information contained in their submittals which they consider confidential and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All bids/proposals received from respondents in response to this Invitation to Bid will become the property of the City of St. Cloud and will not be returned to the respondents. In the event of award, all documentation produced as part of the contract will become the exclusive property of the City, unless otherwise specified in the contract.

3.6. INFORMATION

Bidders shall prepare submittals in accordance with the requirements of these Instructions to Bidders. Not preparing a submittal, in accordance with such instructions, implies that the Bidder does not intend to comply with all the proposed contract conditions. Such submittals will be considered irregular and may be rejected.

The City of St. Cloud will receive submittals through the OpenGov portal for goods, equipment, materials, and related services set forth in the included specifications and documents.

3.7. COMMON TERMS

The City of St. Cloud and Bidders (the parties) agree that the following phrases each shall have the meaning provided here and may be used interchangeably:

1. "Bidder(s)", "Supplier(s)", and "Proposer(s)" shall mean the organization, party, person, firm, company, corporation, partnership, joint venture, or other type of entity responding to this solicitation.

2. "Solicitation" shall mean, "Request for Proposal(s)", "RFP", "Request for Qualifications", "RFQ", "Request for Quote", "QUO", "Invitation to Bid", "ITB", "Solicitation Package" or, "Solicitation Packet", to which the Bidder is responding.

3. "Bid(s)", "Proposal(s)", "Submittal(s)"or "Quote(s)" shall mean the documents formally submitted to the City of St. Cloud by each of the Bidders responding to this solicitation packet.

3.8. ELECTRONIC SUBMITTAL OF BID

Bidders shall submit Bids in accordance with the instructions and schedule included in the solicitation containing these specifications and documents.

A. To ensure correct Bid formatting, Bidders shall:
   1. Submit Bids electronically through procurement.opengov.com.
   2. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf).
   3. Enable printing on files submitted.
   4. Clearly identify the Solicitation Number, Name, Submission Date, and Bidder Name on the Response Cover Page.
   5. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.
   6. Contact OpenGov technical support at procurement-support@opengov.com , if technical difficulties
   arise during bid/proposal submission.
   7. Follow all instructions outlined in this solicitation and provide all requested information.

Bidder shall assume full responsibility for timely electronic submission through procurement.opengov.com for receipt of bids. Bids received after the time and date for receipt of bids will not be accepted.

3.9. ALTERNATE BIDS

Alternate bids will not be considered unless they are specifically called for in this solicitation.

3.10. WITHDRAWAL

Bidders may withdraw, alter, and resubmit their Bids at any time prior to the Bid due date and time. Bids may not be withdrawn, altered, or resubmitted after the Bid due date and time. The City of St. Cloud may request clarifications and additional information after bid/proposal submission.

3.11. MINORITY/WOMEN BUSINESS ENTERPRISES (M/WBE)

The City of St. Cloud encourages the full and equitable participation of Minority and Women Business Enterprises (M/WBE) in the procurement of services.

3.12. BID/PROPOSAL PREPARATION COSTS

The City of St. Cloud shall not compensate any bidder for preparation of responses to this solicitation.

3.13. SUBSTITUTIONS (IF APPLICABLE)

The City of St. Cloud is seeking bids/proposals that meet all technical and commercial requirements as outlined in this solicitation. The materials, products and equipment described in this solicitation packet establish a standard of required function, dimension, appearance and quality to be met by any proposed

substitution. Should any Bidder/Proposer desire to use products other than those specified, Bidder/Proposer shall request permission to do so via the portal at least fifteen (15) days prior to bidding, providing all necessary data. If a Bidder/Proposer is unable to obtain written approval of a proposed substitution prior to the date, Bidder/Proposer shall base their bid on the exact item specified. The permission, if granted, will be communicated by Addendum to all bidders.

3.14. CLARIFICATIONS

If a prospective Bidder has doubt as to the true meaning of any part of the solicitation, they may submit a written request for clarification via the Portal's Question and Answer section; verbal requests will not be accepted. The Bidder should reference the Solicitation section heading on any clarification requests.

Failure of the Bidder to request information or make inquiries will not relieve them of any responsibility to perform under the terms of any contract awarded for the work in accordance with subsequent clarifications.

The City of St. Cloud shall issue an addendum to all Bidders, via the Portal, following the deadline for questions.

3.15. LOCAL CONDITIONS

Each Bidder shall have thorough knowledge of conditions, factors, and scope of work, which would affect the execution and completion of the requested work. If required, site visits may be held the day of the Pre-Response Conference.

Bidders shall investigate properly and consider all such factors in the preparation of every Bid/Proposal submitted. The City of St. Cloud shall not permit claims for financial adjustment based on the lack of prior information or its effect on the cost of the work.

3.16. SOLICITATION OPENING

The City of St. Cloud shall open Bids electronically via the Portal on the due date.

3.17. SOLICITATION SCHEDULE

The City of St. Cloud shall adhere to the stated schedule during the solicitation process, unless a change notice is issued to the Bidders via a written addendum. The City of St. Cloud reserves the right to postpone the date and time announced for the opening of Bids at any time.

3.18. BID ACCEPTANCE AND REJECTION

The City of St. Cloud reserves the right to accept or reject any and/or all Bids/Proposals, with or without cause, when in the best interest of the City. The City also reserves the right to withdraw all or part of this request at any time in order to protect the City’s interest. The City reserves the right to reject any bid/proposal found to be non-responsive, vague, non-conforming, or irresponsible. The City of St. Cloud reserves the right to make such investigation as it deems necessary to make this determination. Additional information shall be provided by the Vendor if requested by the City. Such information may include, but shall not be limited to, current financial statements, verification of availability of equipment and personnel, and past performance goals. The City reserves the right to negotiate modifications to bids/proposals that it deems acceptable, reject any and all bids/proposals, and to waive irregularities in

the procedure if, in the City's judgment, it will best serve the City's interests. The desire of the City of St. Cloud to pursue bids/proposals shall in no way obligate the City to execute a contract with proposer(s).

3.19. BID EVALUATION CRITERIA

The City of St. Cloud reserves the right to consider historic information and facts, whether gained from the Bidder's submittal, pre-bid conference, references, and/or other sources during evaluation process. The City of St. Cloud may conduct such investigations to assist with the evaluation of any Bid/Proposal. The investigation also serves to establish the Bidders'/Proposers', subcontractors', and other related entities' responsibility, qualifications, and financial ability to fulfill the Bid requirements to the City's satisfaction, within the prescribed time. The Bidder/Proposer solely is responsible to submit information required by the solicitation. The City of St. Cloud is under no obligation to solicit such information. Failure of the Bidder/Proposer to submit required information may result in disqualification of bid/proposal.

3.20. CANCELLATION

Prior to the final execution of a Contract or full Notice to Proceed, the City of St. Cloud reserves the right to rescind said award without prior notice to Bidders/Proposers. In addition, the City of St. Cloud may reject all Bids, reissue the solicitation packet, or re-award the contract.

3.21. CONTRACT AND EXECUTION

"Contract" shall mean the solicitation documents as defined and listed herein, advertisement, instructions to bidders, bid form, bid bond, contract agreement, payment and performance bonds, general and special conditions, and specifications, together with all addenda and supplemental agreements. The selected Bidder/Proposer shall execute the necessary contractual forms and return the executed forms within ten (10) business days of receipt of forms for execution.

3.22. AWARD

The City of St. Cloud Procurement Services Department will present the selected firm to the City Council for approval or rejection of all or some categories of submittals when necessary.

3.23. TAXES, PERMITS, AND LICENSES

The Bidder's/Proposer's attention is directed to the General Terms and Conditions and the Florida Statutes regarding taxes, permits, and licenses. It shall be the Bidder's/Proposer's responsibility to determine the applicable taxes, permits, and licenses. If the Bidder/Proposer has doubt as to whether or not a tax, permit, or license is applicable, they shall state in their bid/proposal whether this item has been included in their bid/proposal price and the amount of the applicable tax, permit, or license in question.

3.24. ERRORS AND OMISSIONS

Any or all bids will be rejected if there is reason to believe that collusion exists among the Bidders/Proposers and no participants in such collusion will be considered in future solicitations. Bids/Proposals in which the prices obviously are unbalanced will be rejected.

Falsification of any entry made on the Contractor's bid will be deemed a material irregularity and will be grounds, at the Owner's option, for rejection.

The Owner reserves the right to reject any or all bids, to waive technicalities, and to reject the bid of a Bidder/Proposer who is not in a position to perform the contract.

3.25. AWARD OF CONTRACT

Bidders/Proposers or their authorized representatives are expected to be fully informed as to their conditions, requirements and specifications before submitting bids/proposals; failure to do so will be at the Bidder's/Proposer's own risk.

3.26. BID PROTEST

Any actual or prospective Bidder, Proposer, Submitter, or Contractor who is aggrieved in connection with a solicitation or award of a bid or agreement may protest in accordance with the appeal process in the City of St. Cloud's Procurement Policy.

3.27. GENERAL TERMS AND CONDITIONS

#General Terms and Conditions

4. Minimum Qualifications

In order for a Bid to be considered by the City, Bidders shall meet all of the following minimum qualifications:

A. The CONTRACTOR shall hold all applicable licenses and certifications required for this trade to do business in the State of Florida. The license/certification must be valid at the time of the Bid opening, and a copy must be provided with the bid response.

B. A minimum of five (5) years of continuous experience in the fabrication of commercial, municipal, or transportation-related signage.

C. Demonstrated experience fabricating signs using material such as aluminum, steel, LED components, etc. The CONTRACTOR must have successfully completed within the past five (5) years a minimum of ten (10) commercial sign fabrication and installation projects where the contract amount was $5,000.00 or more. Include at least three (3) of these as references in your bid response.

D. An established fabrication facility with adequate space, equipment, and tooling to perform required work in house.

5. Scope of Work

5.1. Overview

The CONTRACTOR(s) shall provide sign fabrication and installation services on a task authorization basis for the CITY at multiple locations within the City of St. Cloud on an as-needed basis.

5.2. Detailed Products or Services to be Provided and Specifications

A. Description

1. The CONTRACTOR shall provide sign fabrication and installation services on a task authorization basis for the CITY at multiple locations within the City of St. Cloud on an as-needed basis.

B. Contractors Requirements

1. CONTRACTOR shall furnish all labor, tools, equipment, transportation, utilities, and materials to provide sign fabrication and installation services at multiple locations within the City of St. Cloud on an as-needed basis.

2. CONTRACTOR, as requested by the CITY's Project Manager or designee shall furnish materials and other undefined labor. The CITY reserves the right to furnish materials to the CONTRACTOR. Materials provided by the CONTRACTOR shall be billed to the CITY based on the actual prices paid by the CONTRACTOR for the materials used plus the percentage mark-up bid. The CITY shall pay only fair market prices for materials.

3. Labor provided by the CONTRACTOR shall be billed according to the hourly rates bid for labor. The hourly rate bid shall include full compensation for labor, equipment use, travel time, and any other costs to the CONTRACTOR. If the CITY's Project Manager or designee requires labor that is not covered by the labor categories on the Pricing Proposal, the CITY shall pay the CONTRACTOR for that labor based on the CONTRACTOR's actual cost plus the percentage bid. No additional payment shall be permitted for work required and scheduled on weekends or evenings. The CITY shall pay only fair market pricing for labor.

4. Clean-Up

   a. The CONTRACTOR shall at all times keep the adjacent areas of the project free from rubbish and the accumulation of any waste materials. Trash and debris shall be cleaned daily or more often if requested by the CITY. Staged materials shall be organized and placed so they do not interfere with access to the property/building.

   b. At the completion of the services, the CONTRACTOR shall remove all waste materials and rubbish from and about the job site, as well as all tools, equipment, machinery, surplus supplies, and materials, leaving the job site in a clean, ready to use

condition. The CONTRACTOR shall not use trash receptacles on the CITY's premises without authorization.

c. All waste materials associated with these services shall be handled in accordance with all federal, state, and local regulations.

d. Any hazardous materials shall be disposed of as prescribed by law and the CONTRACTOR shall provide the appropriate certifications and records that verify an accredited hazardous material disposal company disposed of the materials.

5. Personnel

a. The CONTRACTOR shall have qualified individuals, properly trained and equipped with the necessary tools and equipment, to make inspections, adjustments, and repairs. The personnel shall be competent, properly licensed, experienced, courteous, neatly dressed and skilled in the services provided by the CONTRACTOR. Failure to comply with security requirements and any security violations may be considered a breach of the resulting Agreement and grounds for termination.

b. All costs for background investigations shall be Contractor's responsibility. The City shall have the right to request any additional investigative background information including, but not limited to, the employment record, Right-To-Know records, training records, payroll records, position for which hired including site location of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services. The City of St. Cloud reserves the right to conduct its own investigation of any employee of the Contractor.

c. Contractor's employees that will come onto City premises shall have background screening including all requirements of the Jessica Lunsford Act. Proof of these background screenings shall be submitted as part of the required Background Checks.

d. Contractor's employees that will access Police Department facilities shall have a Law Enforcement background check. This check will include the submission of a background packet to the Police Department and the completion of a Computer Voice Stress Analyzer (CVSA®) administered by the Police Department.

e. Results of Level 2 Background Checks for the Contractor's staff that will come onto City premises shall be submitted to the City of St Cloud prior to working in any City facility. Upon receipt of all of the required Background Checks the Contractor will obtain a City photo ID badge.

f. Contractor's employees shall not be allowed in City facilities without completed and approved background investigations.

6. CONTRACTOR shall provide the CITY's Project Manager with revised "As-Built" drawings upon completion of project, as required.

5.3. Task Authorization Process

This section briefly describes the expected process to be used to request work from the pre-qualified CONTRACTORS.

A. The CITY'S Project Manager or designee identifies sign fabrication and installation work that needs to be performed.

B. Projects less than $5,000.00 – The CITY'S Project Manager or designee may choose any one of the awarded CONTRACTORS to perform the Work.

C. Projects greater than $5,000.00 - The CITY'S Project Manager or designee issues a generally worded scope of work to all pre-qualified CONTRACTORS outlining the necessary sign fabrication and installation work requirements for a specific project and the maximum allowable calendar days from the time of Notice to Proceed (Issuance of a Purchase Order) to project completion.

D. When required by the CITY'S Project Manager or designee, CONTRACTORS will attend any Mandatory onsite visits. Only proposals received from pre-qualified CONTRACTORS, whose attendance is evidenced by signature on a sign in sheet from the Mandatory onsite visit, will be considered for evaluation.

E. The CONTRACTOR drafts price proposal and submits to CITY for review. This proposal shall include the following:

1. Brief description of the work to be performed.
2. Labor and material costs for each of the major elements of work. Total cost of project.
3. List of sub-contractors.
4. Signed statement confirming that the CONTRACTOR has visited the site prior to preparing the estimate and is thoroughly familiar with the site and the scope of work.
5. Number of calendar days required to complete the work after CITY authorization. It is the responsibility of the CONTRACTOR to ensure that he has all of the information necessary to prepare the estimate.
6. The completed cost proposal shall be signed and dated by the CONTRACTOR and returned to the CITY for review within the specified time period of request. This time period requirement may be revised on a per project basis by the CITY'S Project Manager or designee.
7. Upon review of all proposals received, the CITY will assign the project by issuing a Task Authorization.

F. The CITY'S review and approval of the cost estimate shall become the sole price for each Task Authorization awarded. The CITY will only consider change orders in extreme cases.

G. Issuance by the CITY of a Purchase Order after the Task Authorization has been signed by both parties shall constitute the Notice to Proceed. The CONTRACTOR shall commence on-site work no later than ten (10) working days after receipt of a Purchase Order.

H. The CONTRACTOR will subcontract as required and comply with statutory requirements regarding payment to sub-contractors.

I. The CONTRACTOR shall control all work.

J. If, in the CITY'S opinion, the CONTRACTOR has been found to submit excessive pricing for any element of the task assigned which cannot be justified, the CITY may select an alternate CONTRACTOR for the work. If the CONTRACTOR has been found, in the CITY'S opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis, the CITY reserves the right to suspend the CONTRACTOR from the requalified list.

K. Upon completion of work in its entirety, and inspection and approval of work has been performed by the CITY'S Project Manager or designee, the CONTRACTOR shall issue an invoice to the CITY'S Project Manager or designee.

5.4. Supplemental Specifications

The CITY reserves the right to add supplementary specifications for larger projects. These supplementary specifications shall be added to the scope of work for specific projects to allow the CONTRATOR to calculate any additional costs, which may be associated with their use and subsequent compliance.

5.5. Unforeseen Conditions

If, during the course of the Work, CONTRACTOR encounters unforeseen conditions which impact the work and which could not initially be evaluated, the CONTRACTOR shall not proceed without written authorization provided by the CITY's Project Manager. It shall be at the CITY's Project Manger's discretion whether or not any change to the Work, after issuance of a Purchase Order, is due to an unforeseen condition. Unforeseen conditions may be identified as additional scope previously unknown or undetermined that is requested by the CITY's Project Manger and/or for additional scope of the betterment of the Project, as requested by the CITY's Project Manager.

5.6. Emergency Work

Emergency Work may be requested from time to time. The CONTRACTOR shall meet with the CITY's Project Manager within a two (2) hour notice, or later agreed upon time, to review the Scope of Work, provide a quote, proceed with Work without delay and in general be responsive to the Emergency request.

5.7. Warranty

A. CONTRACTOR warrants to the CITY that all materials and equipment furnished under this contract will be new, unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the project specifications. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and faulty.

B. The CONTRACTOR shall, and in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the CITY, within twenty-four (24) hours after receipt of notification of such faulty labor or workmanship. If the CONTRACTOR fails within twenty-four (24) hours to correct defects, the CITY shall be entitled to have such work remedied and the CONTRACTOR shall be fully liable for all costs and expenses reasonably incurred by the CITY. Payment in full or otherwise does not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the CITY.

C. The CONTRACTOR shall conform to all federal, state, and other local government regulations during the performance of the services under the resulting Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the CONTRACTOR. Any person found not in conformance with any laws, statutes, rules, or regulations will not be allowed on the job site. Continued violations by a CONTRACTOR constitute cause for immediate termination of the resulting Agreement.

5.8. Tests, Inspections, and Approvals of Portions of Work

All tests, inspections, and approvals of portions of the Work required by the Contract Documents or any applicable laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction, shall be requested by the CONTRACTOR at an appropriate time. The CONTRACTOR shall be responsible for making arrangements for such tests, requesting inspections and approvals with the CITY's Building Department and/or an independent testing laboratory acceptable to the Owner, or with the appropriate public authority. The CONTRACTOR shall give the Design Professional timely prior notice of the date, time and place of the test or inspections to be made so that the Design Professional may be in attendance.

5.9. Work Completion Date

The CONTRACTOR shall communicate to the CITY any delays in the completion of the work. A final walk through will be conducted with a CITY Designee to approve the completed project. If the CONTRACTOR cannot perform the services according to the scope, the CITY reserves the right to select another CONTRATOR to perform the services.

5.10. Permits, Licenses, and Fees

The CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR's performance of the Scope of Services per project.

For projects that require a Building Permit:

A. The Awarded CONTRACTOR shall register with the City of St. Cloud Building Department prior to submitting a Building Permit Application.

B. The Awarded CONTRACTOR shall provide a copy of their State of Florida Contractors License when submitting the Building Permit Application.

C. If any of the above noted requirements are not met, the CITY's Project Manager may choose to select the proposal from the next lowest, responsible and responsive vendor.

6. Pricing Proposal

HOURLY LABOR RATES

Line Item	Description	Hour	Unit Cost	No Bid
1	Senior Designer	1		
2	Junior Designer	1		
3	Project Manager	1		
4	Project Engineer	1		
5	Senior Consultant	1		
6	Junior Consultant	1		
7	Administration Staff	1		
8	Fabrication Rate	1		
9	Removal Rate	1		
10	Installation Rate	1		
11	Emergency Work Rate	1		

MATERIALS/OTHER LABOR

Line Item	Description	Unit of Measure	Percentage
1	Materials	EA	
2	Other Labor	EA	

7. Proposal Forms

7.1. Entity Name / DBA:*

*Response required

7.2. Authorized Representative name, title and email address:*

Person authorized to sign on behalf of the entity.

*Response required

7.3. Witness name, title and email address that will attest Authorized Representative's signature on any legal documents.*

Please provide name, title and email address.

*Response required

7.4. FEIN No.:*

*Response required

7.5. Mailing Address (if different from above):*

If address is not different, enter "same" in box below.

*Response required

7.6. Company Type*

Please designate your Company Type

☐ Sole Proprietor
☐ Partnership
☐ Corporation
☐ Limited Liability Partnership
☐ Limited Liability Corporation

*Response required

7.7. Bidder is registered with the Florida Department of State, Division of Corporations to do business in the State of Florida?*

https://dos.myflorida.com/sunbiz/

Attach proof of registration.

*Response required

7.8. W-9 Form*

Please upload a current W-9 Form for the entity.

*Response required

7.9. Upload proof of Insurance that meets the City's requirements.*

Please review the City's Insurance Requirements.

- Insurance_Requirements.pdf

*Response required

7.10. EXPERIENCE OF BIDDER

*7.10.1. Length of time in business**

_____/_____ (years/months)

*Response required

7.11. REFERENCES

Bidder must demonstrate ability to construct projects of similar complexity, nature and size of this project. The Bidder must provide a list of references for a minimum of three (3) projects similar in scope of the solicitation. Include name of client including a contact name, complete address, telephone number, date of contract, name of project, description of work/services provided, and dollar amount of contract.

*7.11.1. Download and complete the Bidder's Previous Experience, providing a minimum of three (3) reference similar to the scope of the solicitation.**

Please download the below documents, complete, and upload.

- Bidder's_References.pdf

*Response required

*7.11.2. Bidder confirms that failure to provide three (3) references similar in scope of the solicitation will result in the submittal being deemed non-responsive. **

☐ Please confirm

*Response required

7.12. Compliance Forms and Certifications

*7.12.1. Respondent's Certification**

I have carefully examined the Invitation to Bid. I hereby propose to furnish the services specified in the Invitation to Bid. I agree that my submittal will remain firm for a period of at least 90 days in order to allow the City adequate time to award bid. I certify that all information contained in this submittal is truthful. I further certify that I am duly authorized to provide this submittal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract. I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation tendering a submittal for the same service, that no officer, employee or agent of the City of St. Cloud or any other respondent is interested in said submittal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

☐ Please confirm

*Response required

*7.12.2. Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes**

I understand that a ""public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, is true in relations to the entity submitting this sworn statement.

□ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

☐ Please confirm

*Response required

*7.12.3. Americans with Disabilities Act (ADA) Disability Nondiscrimination Statement**

I, being duly first sworn state: That the named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provision pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction. The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat327,42USC1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services: Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions. The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes: The Rehabilitation Act of 1973, 229 USC Section 794; The Federal Transit Act, as amended 49 USC Section 1612; The Fair Housing Act as amended 42USC Section 3601-3631

☐ Please confirm

*Response required

*7.12.4. Business Entity Affidavit (Vendor/Bidder Disclosure)**

OWNERSHIP DISCLOSURE AFFIDAVIT

A. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name:

Address:

Ownership %:

The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal equitable,

beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

Full Legal Name:

Address:

Ownership %:

*Response required

*7.12.5. City of St. Cloud Drug Free Workplace Compliance Form**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall: (The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that does):

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.

D. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I confirm that this form complies fully with the above requirements.

☐ Please confirm

*Response required

*7.12.6. No Lobbying Affidavit**

I confirm that I am an authorized representative, maker of the attached submittal made in response to a request for bid, proposals, qualifications and/or any other solicitation released by the City of St. Cloud, and swear that the bidder and any of its agents agrees to abide by the City of St. Cloud's no lobbying restrictions in regard to this solicitation

☐ Please confirm

*Response required

*7.12.7. Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge, 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 an 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 grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The undersigned Contractor hereby certifies and attests to the accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

☐ Please confirm

*Response required

*7.12.8. Vendor Certification of Scrutinized Companies Lists**

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan

List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S., or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or companies that are engaged in a boycott of Israel. As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I confirm that I am authorized to sign on behalf of the referenced company and certify acknowledgement and acceptance that the above statement is true.

☐ Please confirm

*Response required

*7.12.9. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85,668,682), Department of Health and Human Services (45 CFR Part 76).

I, the prospective bidder certify to the best of its knowledge and belief that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements , or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (B) of this certification; and

D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. Any exceptions provided will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the City will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating

agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

☐ Please confirm

*Response required

*7.12.10. E-Verify Compliance Form**

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of St. Cloud, Florida; and

C. Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

☐ Please confirm

*Response required

*7.12.11. Anti-Human Trafficking Affidavit**

Please download the below documents, complete, and upload. Florida Statute §787.06(13) requires all non-governmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the non-governmental entity under penalty of perjury that the non-governmental entity does not use coercion for labor or services as defined in that statute. The City of St. Cloud, Florida is a governmental entity for the purposes of this statute.

- Anti-Human_Trafficking_Affi...

*Response required

*7.12.12. Please confirm that you have attached the completed and notarized Anti-Human Trafficking Affidavit.**

☐ Please confirm

*Response required

*7.12.13. Federal Requirements (If Applicable)**

Please review and confirm the acceptance of the Federal Requirements. #Federal Requirements

☐ Please confirm

*Response required

*7.12.14. General Terms and Conditions**

Please review and confirm the acceptance of the General Terms and Conditions.

☐ Please confirm

*Response required

7.12.15. Please upload any additional documentation.

8. General Terms and Conditions

As applicable, the following provisions apply to the Bidder/Proposer or any Consultant or subconsultant engaged to perform any aspect of the negotiated scope of work.

8.1. SUBMISSION OF BID/PROPOSALS:

Bidders/Proposers shall submit Bids/Proposals in accordance with the instructions and schedule included in the solicitation containing these specifications and documents.

8.2. EXECUTION OF BID/PROPOSAL:

Bidder/Proposer acknowledges any executed document submitted electronically or digitally shall be considered an original.

8.3. BID/PROPOSAL OPENING:

Bid/Proposal opening shall be public on the date and time specified. Bid/Proposal must be submitted on forms provided by the City. No other forms will be accepted. Telephone and fax Bids/Proposals will not be considered. Bid/Proposal may not be modified after opening. Bid/Proposal may not be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

8.4. BID/PROPOSAL TABULATION

Bid/Proposal tabulations are available via the portal.

8.5. CLARIFICATION/CORRECTION OF BID/PROPOSAL ENTRY:

The City of St. Cloud reserves the right to allow for the clarification of questionable entries and for the withdrawal of obvious mistakes. Each Bidder/Proposer shall examine all Bid/Proposal submittal documents and shall judge all matters relating to the adequacy and accuracy of such documents. All inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the Bid/Proposal shall be made via the portal. The City of St. Cloud shall not be responsible for oral interpretations given by any City of St. Cloud employee, representative, or others. The issuance of a written Addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid/Proposal, all plan holders will be notified via the portal. It will be the responsibility of the Bidder/Proposer to obtain and acknowledge addenda via the portal.

8.6. PRICING:

Firm prices shall be bid and include all packing, handling, shipping charges, and delivery to any point within the City of St. Cloud, to a secure area or inside delivery, F.O.B. DESTINATION. Pricing shall also include any and all costs for lodging, mileage, meals, permits, license(s), insurance, fees, or any other cost. Unit prices shall be shown in the Bid/Proposal. The obligations of City of St. Cloud under this Award are subject to the availability of funds lawfully appropriated for its purpose.

8.7. TAXES:

The City of St. Cloud is exempt from Federal Excise Taxes and Sales Taxes. Tax exemption certification 85-8012621679C-5 available upon request.

8.8. DISCOUNTS:

Discounted Payment Terms shall not be considered in determining the lowest net cost for the Bid/Proposal evaluation purposes.

8.9. BRAND NAME OR EQUAL:

If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids/Proposals offering "equal" products, when allowed, will be considered for Award if such products are clearly identified in the Bid/Proposal and are determined by the City to meet fully the salient characteristics requirements listed in the specifications. Highly technical or specialized equipment or commodities are to be performance equal and, therefore, must be pre-approved. Unless the Bidder/Proposer clearly indicates in his/her Bid/Proposal that he/she is offering an "equal" product, the Bid/Proposal shall be considered as offering the same brand name product referenced in the specifications. If the Bidder/Proposer proposes to furnish an "equal" product, when allowed, the brand name, if any, of the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of Bids/Proposals and the determination as to equality of the product offered shall be the responsibility of the City and will be based on information furnished by the Bidder/Proposer. Procurement Services is not responsible for locating or securing any information, which is not identified in the Bid/Proposal and reasonably available to Procurement Services. To ensure that sufficient information is available, the Bidder/Proposer shall furnish, as a part of the Bid/Proposal, all descriptive material necessary for Procurement Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Bidder/Proposer proposes to furnish and what the City of St. Cloud would be binding itself to purchase by making an Award.

8.10. ADDITIONAL TERMS & CONDITIONS:

The City of St. Cloud reserves the right to accept or reject any and/or all Bids/Proposals, to waive irregularities and technicalities, and to request re-submission. Also, the City of St. Cloud reserves the right to accept all or any part of the Bid/Proposal. Any sole response received on the original bid submittal date may or may not be rejected by the City of St. Cloud depending on available competition and timely needs of the City of St. Cloud. The Vendor shall have the capability in all respects to perform fully the Contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capability, facilities, equipment, and credit, which will assure good faith performance to be a responsible Vendor. The City of St. Cloud reserves the right to make such investigation as it deems necessary to make this determination. Additional information shall be provided by the Vendor if requested by the City. Such information may include, but shall not be limited to, current financial statements; verification of availability of equipment and personnel, and past performance goals.

8.11. SILENCE OF SPECIFICATIONS:

The apparent silence of the specifications, and any supplemental specifications, as to any details, or the omission from same, of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement.

8.12. PATENTS AND ROYALTIES:

The Bidder/Proposer, without exception, shall indemnify and save harmless the City of St. Cloud and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or article, manufactured or used in the performance of the Contract, including its use by the City of St. Cloud. If the Bidder/Proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid/Proposal prices shall include all royalties or costs arising from the use of such design, device, or materials involved in the work.

8.13. UNIFORM COMMERCIAL CODE:

The Uniform Commercial Code (Florida Statues, Chapter 672) shall prevail as the basis for Contractual obligations between the Awarded Vendor/Contractor and the City of St. Cloud for any terms and conditions not specifically stated in this Bid/Proposal.

8.14. EEO STATEMENT:

The City of St. Cloud is committed to assuring equal opportunity in the Award of Contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, handicap, age, and gender. The City of St. Cloud recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority-owned and women-owned business enterprises. All Bidders/Proposers are asked to make an affirmative statement as to their support of all applicable equal opportunity/affirmative action requirements. A copy of the City's Employment Opportunity policy is available upon request.

8.15. SAFETY WARRANTY:

The selling dealer, distributor, supplier, contractor, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified, and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

8.16. WARRANTY:

If, within one year after the date of completion of the work or designated portion thereof or within one year after acceptance by the Owner of designated project or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it within seven (7) calendar days, after receipt of a written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such

condition. This obligation shall survive termination of the Contract. The Owner shall give such notice as soon as practicable after discovery of the condition by the Owner.

8.17. AWARDS:

As the best interest of the City may require, the right is reserved to make Award(s) by individual item, group of items, all or none, or a combination thereof, on a geographical basis and/or on a countywide basis, to reject any and all Bids/Proposals, or waive any minor irregularity or technicality in Bids/Proposals received. Bidders/Proposers are cautioned to make no assumptions unless their Bid/Proposal has been evaluated as being responsive. All Awards made as a result of this Bid/Proposal shall conform to applicable ordinances of the City of St. Cloud. The City may return, for full credit, any unused items received which fail to meet the City's performance standards. City of St. Cloud reserves the right to cancel an Awarded Bid/Proposal upon due cause, i.e. vendor misrepresentation, vendor negligence, non-performance, etc., via written notice. The vendor will be responsible WAIVER: The City reserves the right to reject any Bid/Proposal, or part thereof, or to accept any Bid/Proposal that it deems in its best interest. Further, the City reserves the right to waive informalities.

8.18. CONFLICT OF INTEREST:

The Award hereunder is subject to provisions of State Statutes and City Ordinance. All Bidders/Proposers must disclose with their Bid/Proposal the name of any officer, director, or agent, who is also an employee of the City. Further, all Bidders/Proposers must disclose the name of any City employee who owns, directly or indirectly, any interest in the Bidder's/Proposer’s firm or any of its branches.

8.19. WAIVER:

The City reserves the right to reject any Bid/Proposal, or part thereof, or to accept any Bid/Proposal that it deems in its best interest. Further, the City reserves the right to waive informalities.

8.20. FUND AVAILABLITY:

Any Contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of St. Cloud abides by the provisions set forth in Florida Statutes relative to appropriations of funds. The ability of the successful Bidder/Proposer to maintain a sense of fiscal responsibility and budgetary awareness shall be favorably considered in the ranking and award of a contract. This disclosure is being made to assist all Bidders/Proposers in the gauging of their desire to participate in this Bid/Proposal and in planning and preparation of their written response. The City reserves the right to negotiate all Bidder/Proposer fees, costs, charges, etc., for any proposed service or appurtenant requirement.

8.21. PAYMENTS:

Payments shall be made pursuant to Florida Statute Section 218.70, the Prompt Payment Act, and all City Policies promulgated thereby.

8.22. GOVERNING LAWS:

Any contractual arrangement between the City of St. Cloud and the Bidder/Proposer shall be consistent with, and be governed by, the ordinances of the City of St. Cloud, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulation. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Osceola County, Florida.

8.23. STATEMENT OF INTEREST:

All Bidders/Proposers must disclose with their offer the name of any corporate officer, director, or agenda who is also an officer or employee of the City of St. Cloud. Further, all Bidders/Proposers must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's/Proposer's firm or any of its branches, subsidiaries, or partnerships.

8.24. CHANGES:

The City of St. Cloud reserves the right to order, in writing, changes in the work/services within the scope of the Contract, such as changes in quantity or delivery schedule. The successful Bidder/Proposer has the right to request an equitable price adjustment in cases where modifications to the Contract under the authority of this clause result in increased costs to the Contractor.

8.25. BID/PROPOSAL AS PUBLIC DOMAIN:

All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of Chapter 119, Florida Statutes. The Bid/Proposal will become part of the public domain upon opening. Bidders/Proposers must invoke the exemptions to disclosure provided by law in the response to the Bid, must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary.

8.26. QUALIFICATIONS:

Bidders/Proposers shall provide, within the Bid/Proposal submitted, substantial data sufficient for evaluating the ability of the potential Bidder/Proposer to execute a project of the type contemplated.

8.27. IDEMNIFICATION:

The successful Bidder/Proposer covenants and agrees to indemnify and save harmless the City, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the City, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit, or action and the investigation thereof. Nothing in the award, resulting agreement, contract, or Purchase Order shall be deemed to affect the rights, privileges, and immunities of the City as set for in Florida Statute Section 768.28.

8.28. TIME FOR PERFORMANCE:

The services described herein and on the attached shall be performed in a prompt and correct manner within the standards of good and ethical productivity as negotiated between the City and the successful Bidder/Proposer. All Bidders/Proposers are asked to provide their best estimate for compliance with the scope of work as established by the Bid/Proposal. All contract time lines will be based on the projected scope and the estimated time for performance.

8.29. PERMITS/LICENSES/FEES:

Any permits, licenses, inspections, or fees required will be the responsibility of the Contractor. No separate payment will be made.

8.30. MODIFICATIONS:

In addition to changes made under the changes clause, any contract resulting from this solicitation may be modified within the scope of the contract upon the written and mutual consent of both parties and approval by the City of St. Cloud.

8.31. NO ADDITIONAL TERMS AND CONDITIONS:

No additional terms and conditions included with the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are not applicable to this proposal. If submitted, either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal, and the Bidder's/Proposer's authorized signature affixed to the proposal signature section attests to this.

8.32. INSURANCE:

During the entire period of performance of any contract resulting from this solicitation, the successful Bidder/Proposer shall procure and maintain the minimum insurance coverage required by the City of St. Cloud as stipulated in the insurance attachment. Types of coverage and limits of liability shall be as set forth in the Agreement. Proof of such insurance must be provided to the City prior to beginning contract performance.

8.33. 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 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 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 Florida State Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By signature on this solicitation, vendor certifies that they are qualified to do business with City of St. Cloud in accordance with Florida State Statute.

8.34. ACCEPTANCE:

Receipt of service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets specifications and/or all conditions. Should the delivered service or materials differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the agency, Procurement Services may authorize the recipient to refuse final acceptance of the service.

8.35. ASSIGNMENT:

Successful Bidder/Proposer shall not assign or sublet the resulting contract or subcontract any of the work required to be performed without prior written approval of the City of St. Cloud.

8.36. REFERENCES:

References for the company reflecting the experience in the specific service or requirement being requested in the Bid/Proposal shall be made part of your response. All reference materials provided shall become the property of the City of St. Cloud and will become public record. The City reserves the right to expand its reference requirements at any time.

8.37. PERIOD OF AGREEMENT:

Agreement shall be awarded for the optimal term as agreed to between the parties and as approved by the City.

8.38. OPTION TO EXTEND:

The performance period of any contract resulting from this Bid/Proposal may be extended upon mutual agreement between the Contractor and the City of St. Cloud. Either party may request an extension to the resulting agreement at least 120 days prior to expiration of the resulting contract.

8.39. ADDITIONAL INFORMATION:

The City of St. Cloud Procurement Services Department reserves the right to request any additional information needed for clarification from any Bidder/Proposer for evaluation purposes.

8.40. ATTACHMENTS:

All attachments to this document are made a material part of this solicitation. Failure to address the requirements may result in the lessening of your evaluation score.

8.41. CONTRACTING PARAMETERS:

This Bid/Proposal, and other additional materials submitted by the Bidder/Proposer and accepted by the City, shall be the basis for negotiation of a contract addressing the requirements of this Bid/Proposal. A purchase order and/or other award document will be issued by the City upon completion of all negotiations and approval of the contract by the City of St. Cloud City Council.

8.42. INDEPENDENT PRICING:

The Bidder/Proposer certifies by submission of this proposal and in the case of a joint offer each party thereto certifies, as to its own organization, that in connection with this procurement:

A. Prices, costs, or calculations in this Bid/Proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such, with any other Bidder/Proposer or with any competitor.

B. Unless otherwise required by law, the prices, costs, and calculations which have been quoted in this Bid/Proposal have not been knowingly disclosed by the Bidder/Proposer, and will not knowingly be disclosed by the Bidder/Proposer, prior to opening, directly or indirectly, to any Bidder/Proposer or to any competitor.

C. No attempt has been made, or will be made, by the Bidder/Proposer to induce any other person or firm to submit or not to submit a Bid/Proposal for the purpose of restricting competition.

9. Federal Requirements

9.1. 2 CFR. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

The Contractor shall comply with the Federal requirements per 2 Code of Federal Regulations (CFR) Part 200 Super Circular, titled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, effective December 26, 2014, and any subsequent revisions and updates to 2 CFR. Part 200 “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards”.

9.2. Federal Equal Opportunity Employer Requirement

A. The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all subcontractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

B. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs a) through f) in every subcontract or Purchase Order (PO) unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or PO as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

9.3. Compliance of Reporting Requirements

The Contractor hereby acknowledges that the City has the responsibility for providing required reporting, including financial information, program progress, and real property status, in accordance with 2 CFR. § 200.327, 2 CFR. § 200.328, and 2 CFR. § 200.329 on frequencies established by the Federal awarding agency.

9.4. Access to Records

The following access to records requirements apply to this contract in respect to federal financial assistance awards:

A. The CONTRACTOR agrees to provide the City, the State of Florida, the Federal grantor agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The CONTRACTOR agrees to provide the Federal grantor agency administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

9.5. Retention of Records

A. The City shall retain all records related to this project for three (3) years from the date of final expenditure report for projects funded by the FEMA PA program.

B. The Contractor shall retain all records related to this Agreement for three (3) years after termination of this contract.

9.6. Compliance with the Contract Work Hours and Safety Standards Act

A. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth under 2 CFR. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth under 2 CFR. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in the sum of $10 for each Day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth under 2 CFR. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may

be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth under Federal Equal Opportunity Employer Requirement.

D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 3 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through C of this section.

9.7. Rights to Inventions Made Under a Contract Agreement (If Applicable)

Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

9.8. Clean Air Act and The Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9.9. Suspension and Debarment

A. This contract is a covered transaction for purposes of 2 CFR. Part 180 and 2 CFR. Part 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR. § 180.995), or its affiliates (defined at 2 CFR. § 180.905) are excluded (defined at 2 CFR. § 180.940) or disqualified (defined at 2 CFR. § 180.935).

B. The Contractor must comply with 2 CFR. Part 180, subpart C and 2 CFR. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the City of St. Cloud. If it is later determined that the Contractor did not comply with 2 CFR. Part 180, subpart C and 2 CFR.

Part 3000, subpart C, in addition to remedies available to the Florida Department of Emergency Management (recipient) and the City of St. Cloud (sub-recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The Proposer agrees to comply with the requirements of 2 CFR. Part 180, subpart C and 2 CFR. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9.10. Byrd Anti-Lobbying Amendment, 31 U.S. C. § 1352 (As Amended)

A. Contractors who apply or propose for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

B. Federal Form 'C.1' titled "44 CFR. Part 18 – Certification Regarding Lobbying" is hereby attached and made a binding part hereof.

9.11. Procurement of Recovered Materials

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.

9.12. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications

Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain 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 of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain 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 of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, 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.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

9.13. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

9.14. Department of Homeland Security (DHS) Seal, Logo and Flags

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific pre-approval from the appropriate Federal agency.

9.15. Compliance with Federal Law, Regulations and Executive Orders

This is an acknowledgement that Federal and state financial assistance may be used to fund payment for services provided under this contract. The Contractor will comply will all applicable federal law, regulations, executive orders, as well as policies, procedures and directives of the respective funding Federal grantor agency.

9.16. No Obligation by the Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the contract.

9.17. Fraud and False or Fraudulent or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

9.18. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

9.19. Copyright and Data Rights

The Contractor grants to the City of St. Cloud a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify 75 See 17 U.S.C. § 102. Contract Provisions Guide 35 such data and grant to the City of St. Cloud or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of St. Cloud data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of St. Cloud.

9.20. Compliance with the “Davis-Bacon Act”

A. In accordance with the requirements of the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction) as amended), all prime construction contracts in excess of $2,000 must comply with the Davis-Bacon Act. CONTRACTORS are required to pay wages to laborers and mechanics at a rate not

less that the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTORS must pay wages not less than once a week.

B. The CITY shall report all suspected or reported violations to the appropriate Federal agency in accordance with 2 C.F.R. Part 200, Appendix II, ¶ D

9.21. Compliance with the Copeland "Anti-Kickback Act"

A. The CONTRACTOR hereby agrees to comply with the Copeland "Anti-Kickback" Act (40 U.S. C. 3145), as supplemented by the Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States".

B. Each CONTRACTOR or SUBCONTRACTOR are hereby prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

C. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

D. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR and subcontractor as provided in 29 C.F.R. § 5.12.

E. The CITY shall report all suspected or reported violations to the appropriate Federal agency in accordance with 2 C.F.R. Part 200, Appendix II, ¶ D

9.22. Hatch Act

The CONTRACTOR shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

Meeting: April 9, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-042R - Wayfinding System Signs

Procurement Agenda Item:
Resolution No. 2026-042R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the City Manager to enter into a Task Authorization to the contract and agreement for Sign Fabrication and Installation Services with SSC Signs & Lighting, approved by resolution April 9, 2026, for the Wayfinding System Signs, and any amendment thereto, and providing an effective date.
COST: up to $249,709.00
This item is to approve a task authorization with SSC Signs & Lighting for the fabrication and installation of Wayfinding System Signs at multiple locations within the City of St. Cloud.

Strategic Key Focus Areas:
Effective Community Safety

Background Information:
The St. Cloud Community Redevelopment Agency (CRA), in partnership with the City of St. Cloud, is advancing a comprehensive upgrade to the downtown wayfinding signage system as part of ongoing streetscape improvements in the historic downtown district.
The CRA has completed and approved the design for a modernized wayfinding program that improves navigation and visibility of key destinations, including public parking, public facilities, historic sites, landmarks, and other points of interest.
The updated system includes vehicular, pedestrian, and kiosk signage designed to enhance visitor experience and strengthen district identity.

Legal Authority:
Resolution No. 2026-042R approved on April 9, 2026.

Budget and Recommendation:
Budgeted $400,000.00/Actual Cost up to $249,709.00
645-6450-552.34-00
Staff recommends **APPROVAL** of this request.

Finance Director's Comments:
Finance Director recommends **APPROVAL** of this item.

Procurement Director's Comments:
Recommends approval

City Manager's Comments:

City Manager recommends approval

City Council Action:
04/09/2026 - Final Action

Attachments:
1. Resolution No. 2026-042R
2. [SSC Signs & Lighting] Response
3. City_of_St._Cloud_Downtown_Wayfinding_System_-_Design_Intent_Document_
4. Aluminum_Pole_Diagram

RESOLUTION NO. 2026-042R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A TASK AUTHORIZATION TO THE CONTRACT AND AGREEMENT FOR SIGN FABRICATION AND INSTALLATION SERVICES WITH SSC SIGNS & LIGHTING, APPROVED BY RESOLUTION APRIL 9, 2026, FOR WAYFINDING SYSTEM SIGNS, AND ANY AMENDMENT THERETO, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has a contract and agreement for Sign Fabrication and Installation Services with SSC Signs & Lighting, approved by resolution April 9, 2026, and

WHEREAS, the City is in need of sign fabrication and installation services for the fabrication and installation of wayfinding system signs at multiple locations within the City of St. Cloud, and

WHEREAS, SSC Signs & Lighting has submitted a proposal for the tasks.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Cloud, Florida, as follows:

SECTION I. The City Manager is authorized and is directed, where appropriate, to enter into a task authorization to that certain agreement approved by resolution April 9, 2026, as approved by the City Attorney, and any amendments thereto, between the City of St. Cloud and SSC Signs & Lighting.

SECTION II. The City Manager is authorized and is directed where appropriate, to approve payment of additional costs above the amount approved hereunder due to increased costs for products and services due to growth, project needs, volatility of commodities or unforeseen conditions. The City Manager's authority to approve said purchases or services shall not exceed the approved cost plus ten percent (10%).

SECTION III. The City Manager is authorized and is directed, where appropriate, to issue a purchase order or "confirmation letter" to said provider.

SECTION IV. The City Manager is specifically authorized to withhold the purchase order or "confirmation letter" upon her determination of any matter or factor, hereafter coming to her attention which may indicate such action is not in the City's best interest, provided that upon such withholding, the City Manager, with reasonable dispatch, shall present the issue to the City Council, in session, for review and direction.

SECTION V. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida this 9th day of April 2026.

CITY OF ST. CLOUD

_____
Christian B. Robertson, Mayor

ATTEST:

_____
Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED
deBeaubien, Simmons, Knight, Mantzaris, & Neal, LLP

_____
Daniel F. Mantzaris, City Attorney

[SSC SIGNS & LIGHTING] RESPONSE DOCUMENT REPORT

QUO No. 2026-004.2

Wayfinding System Signs

RESPONSE DEADLINE: April 1, 2026 at 10:00 am

Report Generated: Wednesday, April 1, 2026

SSC Signs & Lighting Response

CONTACT INFORMATION

Company:
SSC Signs & Lighting

Email:
cmeurett@sscsigns.com

Contact:
chris Meurett

Address:
2090 McGee Lane
Lewisville, TX 75077

Phone:
N/A

Website:
www.sscsigns.com

Submission Date:
Apr 1, 2026 9:39 AM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Mar 31, 2026 3:07 PM by chris Meurett

QUESTIONNAIRE

1. Vendor Name:*
Pass

SSC Signs & Lighting

2. Vendor Address:*
Pass

Corporate HQ 2090 McGee Ln. , Lewisville Texas, East Coast Manufacturing Ocoee Florida

3. Contact Person*
Pass

Chris Meurett

4. Contact Person Phone Number*
Pass

704-783-6829

5. Contact Person Email Address*
Pass

cmeurett@sscsigns

PRICE TABLES

WAYFINDING SYSTEM SIGNS

Total cost must include labor, materials, supplies and warranty.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Sign Type B – Large Vehicle Signs	9	EA	$8,841.00	$79,569.00
2	Sign Type C – Small Vehicle Signs	18	EA	$7,843.00	$141,174.00
3	Sign Type D – Parking Directional Signs	7	EA	$4,138.00	$28,966.00
TOTAL					**$249,709.00**

City of St. Cloud Downtown Wayfinding System

Design Intent Document

Sign Design Details and Specifications

20 June, 2024 - *Revised 10 June, 2025*

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General Specifications

PART 1 - GENERAL SPECIFICATIONS

1.1 SUMMARY

A. This Section includes:
1. Aluminum signs and supports.
2. Wayfinding signs and directionals.
3. Gateway Signs.
4. Mapping & branding signage.

1.2 PERFORMANCE REQUIREMENTS

A. Structural Performance: Provide signs and anchorage points capable of withstanding the effects of gravity, wind, snow, and seismic loads and stresses, as indicated in the General Notes of the Structural Drawings determined according to the local building code and authorities having jurisdiction, reference specification section 01 40 00 Quality for Engineer.
1. Deflection of signs and supports in vertical and horizontal direction shall be no greater than 1/360 of clear span or .75-inch (19 mm), whichever is smaller.

B. Thermal Movements: Provide post and panel signs that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

C. Moisture Resistance: Provide signs and supports that are designed to withstand the detrimental effects of moisture, preventing corrosion, rotting, warping, delamination, or other forms of deterioration, as follows:
1. The materials used in the construction of the signs and supports shall be resistant to moisture or adequately protected against it by suitable coatings, sealants, or barriers.
2. All joints, connections, and fasteners shall be designed to prevent water infiltration and to allow for the expansion and contraction of materials due to changes in moisture content.
3. The sign shall be installed with a suitable slope to allow for the drainage of water and prevent ponding or accumulation of moisture on any surface of the sign or support.

D. Sign lifespan requirements: Provide the following minimum requirements:
1. UV resistance: The sign should have a UV resistance rating of at least 7, as measured by the Xenon-Arc test (ASTM G155 or equivalent).
2. Lifespan: The sign should have a minimum lifespan of 5 years under normal outdoor conditions, as determined by the accelerated weathering test (ASTM G155 or equivalent).
3. Color retention: The sign should maintain its original color and appearance for the duration of its lifespan under normal outdoor conditions, with no significant fading or discoloration.

1.3 SUBMITTALS

A. Product Data: Submit manufacturer's technical data and installation instructions relative to materials, dimensions of individual components, profiles, and finishes for each type of material required.

B. Shop Drawings: Submit shop drawings for fabrication and installation/mounting method for each typical sign type, or display type. Include plans, elevations, Iso views and large scale details of each element. Include large scale sections of typical members and other components. Show fabrication joints, seams, grain direction and fasteners. Show anchors, grounds, reinforcement, accessories, layout, and installation details.
1. For items required to comply with design loads, include structural analysis data signed and sealed by the licensed professional engineer responsible for their preparation if not previously provided by the client.
2. Submit graphic layouts for verification, including outline of sign face, character spacing, line spacing, and copy composition.
3. Engineering, document & sample review, fabrication, and construction schedule.
4. Submit drawings in 11-inch by 17-inch format unless otherwise requested by the client.
5. Provide a proof of all final artwork in PDF format.

C. Samples: Submit three 6-inch (150 mm) square samples of each material showing finishes, colors, surface textures and qualities of manufacturer and design of each component including graphics. One sample set to be kept by Client, contractor, and client as a record to later match against items in the field.
1. Submit full-size sample first article units, per Section 3.6, before production run is commenced. Acceptable units may be installed as part of the work.

D. Maintenance Data: Provide a Maintenance and Operating Manual comprised of cleaning and operations needs for each sign/graphic/display type. This shall include information on repair due to common vandalism, changing of messages and parts replacement needs per material vendor requirements. Include manufacturers' brochures and parts lists describing the actual materials used in the work, including metal alloys, finishes, electrical components and other major components. Provide working art file templates to the client for future use.

1.4 QUALITY ASSURANCE

A. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for design and installations of signs, and miscellaneous supports that are similar to those indicated for this project.

B. Manufacturer Qualifications: All fabrication within this section shall be performed by a manufacturer with a minimum of five (5) years experience producing and installing Clientural signs, and a minimum of five (5) years experience producing compliant signs as specified in ANSI 117.1 (1986), Manual on Uniform Traffic Control Devices (MUTCD), Minimum Guidelines and Requirements for Accessible Design (MGRAD), Uniform Federal Accessibility Standards (UFAS) and Americans with Disabilities Act Accessibility Guidelines (ADAAG).

C. Drawings and Specifications: The Client will provide electronic files of typical sign layout drawings in Adobe Illustrator CC format. For electronic files requested in any format other than Adobe Illustrator CC, the Contractor shall reimburse the Client, for additional services required of the Client for converting the electronic files. Client will provide electronic files indicating fonts, icons, designs, and key visual parameters of the design intent. Fabricator shall develop and produce final, high resolution production-ready artwork based on these guides and the details on the Drawings – this includes any up-sampling or interpolation required for large scale photo based graphics.
1. Drawings and specifications indicate spacing of members, sizes of components, profile, dimensions, materials, and design, assembly and fabrication requirements for the signs.
2. Requests for deviations from indicated dimensions and profiles will be considered provided that the intended aesthetic effect is not modified, as judged and approved solely by the client. If modifications are proposed, submit comprehensive explanatory data to client for review.

D. Uniformity of Manufacturer: For each separate type of material, finish or sign or display type, obtain signs from a single manufacturer to ensure consistency.

1. Manufacturer's name, trade name, or trade mark shall not appear on any visible surface.

E. Adhesion Testing – For all applied graphic films and vinyl products, perform adhesion tests on accordance with manufacturer's specifications. Provide results of adhesion testing to the client and the contractor for approval.

F. Welding Standards: Qualify procedures and personnel according to the following:
   1. AWS D1.1, "Structural Welding Code–Steel."
   2. AWS D1.2, "Structural Welding Code–Aluminum."
   3. AWS D1.3, "Structural Welding Code–Sheet Steel."
   4. AWS D1.6, "Structural Welding Code–Stainless Steel."

G. Aesthetic Requirements: Provide copy with straight and true edges; space characters with tracking and leading as indicated; reproduce type faces accurately with square corners and even curves; provide uniform letters and symbols; and provide smooth finishes with no visible imperfections.

H. Regulatory Requirements – Comply with applicable requirements of the applicable laws and authorities. Obtain necessary approvals and permits from all such authorities as required.

I. ADA Accessibility Guidelines: All signage shall comply with the ADA Accessibility Guidelines where applicable. Characters and graphics, including but not limited to, copy height, letter stroke, symbols, materials, and finishes indicated on the Drawings are intended as guidelines for compliance. Implement each applicable ADA Guideline. Should conflicts arise, notify the Client before proceeding.

J. Mockups: Provide one mockup sign of each type indicated in the schedule at the end of this Section.

K. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

1.5 PROJECT CONDITIONS

A. Field Measurements: Verify dimensions of install locations for all items by field measurement before fabrication and indicate measurements, and any obstructions on Shop Drawings.
   1. Established Dimensions: Every effort shall be made to verify dimensions in the field before production. In the case where field measurements cannot be made without significantly delaying the Work, the Fabricator is to review the established installation location and dimensions with the contractor and the client. The Contractor is responsible to provide an installation surface that accommodates the established dimensions identified.

1.6 COORDINATION AND SCHEDULE

A. Installation: Coordinate installation with the Contractor for all sign and renovation projects. For items supported by or anchored to permanent construction, coordinate specific requirements for types and placement of anchorage devices and similar items to be used for attaching signs and displays.
   1. For any items supported by, anchored to or mounted to permanent construction, furnish templates to the Contractor for installation of blocking, anchorage devices, and electrical conduits.

B. Prepare a schedule indicating engineering, sample and material reviews, print proofs, fabrication, delivery, installation, and final inspection of the Work. Submit this schedule to the client for approval and coordination with other work at the Project Site.

1.7 DELIVERY, STORAGE AND HANDLING

A. Package material in like groups and label accordingly.

B. Protect items during transit, delivery, handling, and storage to prevent damage, soiling, and deterioration. Minor damage to finishes may be repaired provided the final finishes are equal to the original finishes, are without noticeable flaws, and are acceptable to the Client. If not in like-new condition, or if not acceptable to the Client, remove and replace damaged items with new signs.

C. Coordinate delivery and storage of sign materials with the Contractor in advance. Schedule delivery to minimize storage requirements. Materials stored at the Project Site without prior approval may have to be relocated at the Fabricator's expense.

1.8 MAINTENANCE

A. Furnish a list of cleaning materials appropriate for maintenance of signs, graphics and displays to both the Client and the Contractor. Provide written instructions for proper maintenance, electrical access, and character and lighting replacement procedures. Include recommended methods for removal of residual adhesives from wall surfaces after removal of adhered items.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Use materials of size and thickness indicated or, if not indicated as required to produce strength and durability in finished product for use intended. Work to dimensions shown or accepted on shop drawings, using proven details of fabrication and support. Use type of materials shown or specified for various components of work.

B. All materials shall be free from defects impairing strength, durability, and appearance. No fabrication or installation materials or procedures shall be used that will in any way change the usual quality or in any manner have an adverse effect on existing materials and surfaces. All materials shall be new stock, unless the Client has specified a reclaimed or recycled material.

C. Graphic Content and Style: Provide graphic layouts and sign copy that complies with requirements indicated in this document and Signage Message Schedule and on preliminary artwork supplied by Client for size, fonts, style, spacing, content, mounting height and location, materials, finishes, and colors.

2.2 MATERIALS

A. General: For the fabrication of exposed metal work, use only materials which are smooth and free of surface blemishes including pitting, roughness, seam marks roller marks, and trade names. Do not use materials which have stains or discolorations.
   1. Provide stretcher leveled standard of flatness.

B. Aluminum Sheet and Plate: ASTM B 209 (ASTM B 209M), alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with at least the strength and durability properties of alloy 5005-H15.
   1. Thickness: Provide aluminum sheets and plates in sizes specified or indicated on the Drawings.

C. Aluminum Extrusions: ASTM B 221 (ASTM B 221M), alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated, and with at least the strength and durability properties of alloy 6063-T5.

D. Stainless Steel: Grade and type designated below for each form required:
   1. Tubing: ASTM A 554, Grade MT 316.
   2. Pipe: ASTM A 312/A 312M, Grade TP 316.
   3. Castings: ASTM A 743/A 743M, Grade CF 8M.
   4. Sheet, Strip, Plate, and Flat Bar: ASTM A 666, Type 316.
   5. Bars and Shapes: ASTM A 276, Type 316.

E. General: Plastic shall be free of imperfections from forming or fabrication. All surfaces shall be free from scratches and shall be cleaned and polished per manufacturer's instructions at completion of installation. Edges shall be flame polished, free of saw marks and chips, and be eased, unless otherwise noted.

F. General: Provide vinyl graphic film suitable for interior and exterior applications of types indicated below.
   1. Vinyl Thickness: 2-mil (0.05 mm), minimum.
   2. Adhesive: Clear, pressure sensitive, permanent adhesive (unless removable adhesive is specified).
   3. Overlaminate: Include a Matte overlaminate for all interior vinyl graphic films unless otherwise indicated in this document.
   4. Installation: Use minimum overlapping seams advised by the manufacturer.

G. Basis-of-Design Products: The design is based on the products named. Subject to compliance with requirements, provide either the named products or comparable product by one of the other specified manufacturers. Comparable products are subject to review and approval through the submittal process specified. Note: All film/vinyl materials require an adhesion test prior to printing to confirm successful adhesion.
   1. Opaque Vinyl Film: Non-reflective, pre-spaced die-cut letters and film, supplied in specified typeface, color, and spacing on a quick-release backing sheet.
   2. Transparent Vinyl Film: 3M Scotchcal™ Clear Graphic Film 8626 ES.
   3. Translucent Vinyl Film: 3M Scotchcal™ Translucent Graphic Film 8628 ES.
   4. Opaque Imaging Media for smooth surfaces: 3M Controltac Graphic Film with Comply v3 Adhesive IJ180CV3-10 with 3M Scotchcal Matte Overlaminate 8510M
      a. Provide alternate pricing for 3M Scotchcal Graphic Film with Comply Adhesive IJ40C-10R with 3M Scotchcal Matte Overlaminate 8510M
   5. 3M Scotchcal™ for Textured Surfaces; Series IJ8624 with 3M Luster Overlaminate 8524.
   6. 3M Panaflex™ Awning and Sign Facing; Series 945GPS.
   7. 3M Vinyl 8150 with 7 Year Lifespan for window graphics.

H. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   1. 3M
   2. Avery Dennison Graphics Division
   3. Orocal/Orofol Graphic Products

2.3 HARDWARE, FASTENERS, AND ADHESIVES

A. Fasteners: Unless otherwise indicated, use concealed fasteners fabricated from metals that are non-corrosive to either the sign material or the mounting surface. If concealed fasteners are not practical or possible, provide vandal-resistant fasteners.

B. Fabricate brackets and fittings for bracket-mounted signs from materials compatible with panel sign construction and mounting conditions indicated. Factory-paint brackets in color matching background color of panel sign.
   1. Steel Tubing: Cold-formed steel tubing complying with ASTM A 500, Grade B.
   2. Structural Steel Shapes, Plates, and bars: Cold formed steel fabrications complying with ASTM A36.

C. Anchors and Inserts: Use non-ferrous metal or hot-dipped galvanized anchors and inserts for exterior installations and elsewhere as required for corrosion resistance. Use toothed steel or lead expansion bolt devices for drilled-in-place anchors. Furnish inserts, as required, to be set into concrete or masonry work.
   1. For attachment to metal panels, use #12 stainless steel, Type 410, self-tapping screws with integral neoprene washers.

D. Adhesives: Provide products equal to "Depend 330" as manufactured by Loctite Acrylic Adhesives. (216)881-2828. Fabricator shall verify with painting manufacturer compatibility of the adhesive to the paint.

E. Very High Bond (VHB) Tape: Provide 3M (or approved equal) VHBm tape at the appropriate thickness/strength required for the weight and size of each item installed.

F. Silicone Adhesive: Provide liquid silicone adhesive (sealant) with a methanol or acetic cure as recommended by the sign fabricator.

G. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
   1. Clientural Sealants: 250 g/L.
   2. Sealant Primers for Nonporous Substrates: 250 g/L.
   3. Sealant Primers for Porous Substrates: 775 g/L.

H. Spacers: Provide Manufacturer's standard spacers when necessary.

2.4 GRAPHIC REQUIREMENTS

A. General: Type style shall be as indicated in this document.
   1. Typeface, numerals, icons and designs shall be consistent to the design intent shown in this document. Some variation in tracking and character width to ensure messages fit, may be acceptable. Any variations to be reviewed and approved by the Client.
   2. Characters indicated on the Drawings are intended as guide lines for layouts and font size only, and are based on scale calculations of the message lengths within given and estimated sign areas. The actual copy required on individual signs is indicated in the signage message schedule. Should conflicts arise in the final message layout, notify the Client before proceeding.
   3. Spelling and punctuation shall be correct. Should an error in spelling or punctuation be found, or the spelling appears questionable notify the Client before proceeding.
   4. Align letter forms to maintain a baseline parallel to the sign format, unless otherwise indicated. Maintain uniform margins in sign layouts.
   5. Building Identification Signs with Name and Tenants: Client will determine names for each individual suite or office.
   6. Provide digital proofs of final signage layouts to the Client for approval before fabrication.

B. Production-Ready Artwork: This document includes specifications for all visual elements including, but not limited to, type, symbols, logos, photography, artwork, and arrows. The Fabricator is to create final production-ready artwork necessary to complete all signs and graphics based on the design intent included in this document.
   1. Production-ready artwork is to be high enough resolution to provide crisp edges and lines for all vector artwork, and to avoid any visible blurring or pixelation of photographic images. Fabricator to interpolate and up-sample photographic artwork as required for the installation location and viewing distance. Do not use the construction documents as production art. The Fabricator is to provide printed proofs of all graphics to ensure color and resolution are acceptable – samples to include a swatch of the 100% full size graphic as well as a scaled version of the entire art work – printed on the specified substrate.
   2. Silkscreens shall be executed from photoscreens or negatives. Pattern cut screens may be used where non-repeat copy is required; however, copy mask shall be equivalent to photoscreen quality. Do not use construction documents as production art.

2.5 FABRICATION, GENERAL

A. General: Fabricate signs to comply with requirements indicated on drawings for materials, thicknesses, finishes, colors, designs, shapes, sizes, and details of construction.

1. Form exposed faces and sides of signs to produce surfaces free from warp, distortion, and "oil canning."
    a. Include internal bracing for stability and attachment of mounting accessories as required.
    b. Cut metal edges on a continuous line and sand smooth. Seams shall be straight and symmetrical.
    c. Form exposed connections with hairline joints, flush, and smooth.
    d. Form exposed work true to line and level with sharp angles, surfaces, and edges. Ease exposed edges to a radius of approximately .03125-inch (0.8 mm) unless otherwise indicated. Form bent-metal corners to smallest radius possible without causing grain separation or cracking of applied finishes.
2. Welding, when necessary, shall be of the appropriate type to minimize permanent distortions of flat surfaces. Remove welding flux, oxides and discolorations by pickling or grinding, so that these areas match the finish of the adjacent areas. Repair damage caused by the fabrication by grinding, polishing, or buffing.
    a. Weld corners and seams continuously, complying with AWS recommendations. At connections, grind exposed welds smooth and flush to match and blend with adjoining surfaces.
3. Cut, reinforce, drill, and tap miscellaneous metal work as indicated to receive finish hardware and similar items.
4. Produce smooth, even, level sign panel surfaces, constructed to remain flat under installed conditions within a tolerance of plus or minus one percent measured diagonally from corner to corner.
5. Fabricate, brackets and fittings for signs to suit sign panel construction and mounting conditions indicated. Connections, angles, shapes and details shown are suggestive and are to be sized, reinforced and detailed as required. Details not shown are to be equal in quality to those detailed. Factory paint brackets in color matching background color of sign panel.
6. Provide concealed access to internal components for relamping and service. Service access shall be waterproof and secured against vandalism.
7. Conceal union, fabricator, or other labels.
8. For sign panel units in exterior applications provide standard weatherproofing construction, including weather-stripping, weeping, and venting provisions for condensation control.

B. Metal signs facing and cladding shall be aluminum unless otherwise indicated or specified in this document.

C. Where galvanized steel and aluminum meet, the materials shall be materially isolated from one another to prevent electrolytic action. Aluminum joints and connections shall be heli-arc welded and flush, true, ground, and polished smooth and without defects. Character forms shall be cut true to typeface with no burns or imperfections of any kind.

D. Internal Structure: Provide completely hidden, internal structures for support and anchorage, unless indicated otherwise on the drawings. Primary support structure shall hot dipped galvanized steel or aluminum.

2.6 PANEL SIGNS

A. Exterior Plaque Sign: Unless otherwise specified in this document, provide products fabricated from 0.125-inch aluminum plate with 0.030 inch thick double face tape mounting and silicone adhesive. All exterior signage is to include weep/drain holes as required.

1. Finish: As indicated in this document.
2. Graphics: As indicated in the Signage Message Schedule.

B. Framed Hollow-Box-Type Panels:

1. Panel Material: Unless otherwise specified in this document, 0.125-inch- (3.2-mm-) thick aluminum sheet.
2. Panel Finish: Unless otherwise specified in this document, baked enamel.
    a. Panel Finish: Manufacturer's standard semigloss finish with UV inhibitors.
    b. Provide clips welded to back of panels for installation without visible fasteners.
3. Frame Material: Unless otherwise specified in this document, extruded aluminum, fabricated to profile indicated; comply with the following:
    a. Frame Finish: High-performance organic coating.
    b. Corner Condition: Corners rounded to radius indicated.

PART 3 - EXECUTION

3.1 PREPARATION

A. General: Examine area, surfaces and conditions under which the work is to be installed. Notify the Contractor in writing of conditions detrimental to the proper and timely completion of the work. Starting work implies acceptable surfaces and conditions.

3.2 INSTALLATION

A. General: Locate signs, graphics and displays where shown on Sign Location Plan, attaching to substrates in accordance with manufacturer's instructions, unless otherwise indicated.
   1. Install signs level, plumb, and at heights indicated, with surfaces free from distortion and other defects in appearance.

B. Surfaces under adhesive applied units shall be smooth, clean, and free of dust, grease, fingerprints, or other foreign matter. All adhesives required shall be used in accordance with recommendations made by the manufacturer of the material to be laminated or adhered. No adhesives that will fade, discolor, or delaminate because of ultraviolet light or heat shall be used. Adhesives shall not change the color of or deteriorate the materials to which they are to be applied. The adhesives shall be of a non-staining, non-yellowing quality. All visible joints shall be free from air bubbles and other defects.

C. Within one week of scheduled completion of installation, prepare a punch list itemizing:
   1. Uppercase letters instead of lowercase or vice-versa.
   2. Improper alignment of letters on sign panel.
   3. Improper alignment of signs.
   4. Chipped or scratched finishes.
   5. Unpainted exposed fasteners.
   6. Fabricator's label displayed.
   7. Improper cleaning of sign surfaces or surrounding wall areas.
   8. Damage to surrounding surfaces.
   9. Missing signs, graphics, displays.
   10. Incorrect install locations.
   11. Missing trim, corner guards, or other finishing.
   12. Any areas that require touch up paint.

D. Repair or replace damaged units as required after client's final inspection.

3.3 PATCH AND ADJUST

A. Patch existing surfaces damaged because of work under this section. Patch with same materials as existing. Fabricator shall paint and harmoniously blend and contour all repairs to match adjoining conditions so that they are not noticeable to view.

B. Touch-up any marks or nicks in painted finishes of all signs and adjacent structures. Touch-up shall be the same paint product as used for this sign finish. Touch up areas should blend with surrounding areas and not be noticeable to view.

C. Corrosion Protection: Coat concealed surfaces of aluminum that will be in contact with grout, concrete, masonry, wood, or dissimilar metals with a heavy coat of paint.

D. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780, Annex A2.

3.4 CLEANING AND PROTECTION

A. At completion of installation, clean exposed surfaces in accordance with the manufacturer's instructions. All items shall be free of glue, fingerprints, dirt, grease, or any other imperfections.

B. Evidence of installation work or damages incurred on other surfaces shall be cleaned or repaired prior to completion of work. Protect units from damage until acceptance by Client.

C. Remove all packing and construction materials from site. Leave premises clean, ready for work under other contracts or ready for use.

D. Instruct the Client in writing as to the correct operation and maintenance of all signs and sign components per materials and manufacturer requirements.

3.5 SCHEDULE OF MOCKUPS

A. Provide a physical and digital mock-up (partial for large items; complete for smaller items) of each sign/display type requested at the fabrication facility for review. The requested mock-ups shall be coordinated with Client o verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and fabrication.

B. When accepted, mock-up shall serve as the standard for materials, workmanship, and appearance for the work throughout the project.

C. Provide work-in-progress sign elements reviews. Scheduled or unscheduled viewings at the Fabrication Facility may be initiated by the Client's Representative as deemed necessary to ensure continued quality control and make any adjustments required during fabrication. Unsatisfactory items are to be corrected by the Fabricator as directed by the Client or client's representative.

D. Scaled mock up of graphic artwork + Full size print swatch of all graphic prints.

3.6 WARRANTY

A. Submit to the Client a 1-year written warranty (effective the date of final acceptance/inspection `— see 3.2.D) covering all signs fabricator will agree to repair or replace defective signs. Upon notification of such defective signs within the warranty period, make necessary repairs or replacement at the convenience of the Client's Representative.

B. Submit to the Client a 1 year written warranty, based on ASTM set standards, warranting that the factory-applied finishes will not develop fading or non-uniformity of color or shade. Stating that is the signs crack, peel, pit, corrode or otherwise fail because of defects in materials or workmanship within the following defined limits, the fabricator shall rectify the defects. Upon notification of such defects within the warranty period, the fabricator shall be responsible to make all necessary repairs or replacement at the convenience of the client.

Graphic Standards

TYPOGRAPHY & TYPEFACES

This page provides a reference for the typefaces for the Wayfinding Signage System. Typefaces may not be changed. During fabrication, the height and width ratio of letter forms must be maintained proportionately.

Vehicular Signage:
Marquee, Vehicular Directional, and Parking Directional Signs typeface for vehicular signs is Highway Gothic Type D. Signs placed on roads with a speed limit of over 25MPH shall have 6" high type. Signs placed on roads with a speed limit of 25MPH and lower shall have 4" high type. Type should be upper and lower case.

Pedestrian Signage:
Minimum 1" high copy is recommended for pedestrian directional and kiosk signs.

Typeface A - Highway Gothic Type D (FOR VEHICULAR USE ONLY)

ABCDEFGHIJKLMNOPQUSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Typeface B - Grange Medium Condensed

ABCDEFGHIJKLMNOPQUSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Typeface C - Grange Heavy Condensed

ABCDEFGHIJKLMNOPQUSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Typeface D - Grange Medium

ABCDEFGHIJKLMNOPQUSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Typeface E - Grange DemiBold

ABCDEFGHIJKLMNOPQUSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Typeface E - Grange Bold

ABCDEFGHIJKLMNOPQUSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Typeface E - Grange Heavy

ABCDEFGHIJKLMNOPQUSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

COLORS & MATERIALS

Consistent use of a color palette creates a recognizable "system".

The Color Palette found on the following pages provides a reference for specifying a paint color or material.
The Fabricator is required to submit painted color chips and material samples for approval prior to sign fabrication.

The ADA requires a minimum of 70% contrast between text and background for legibility.

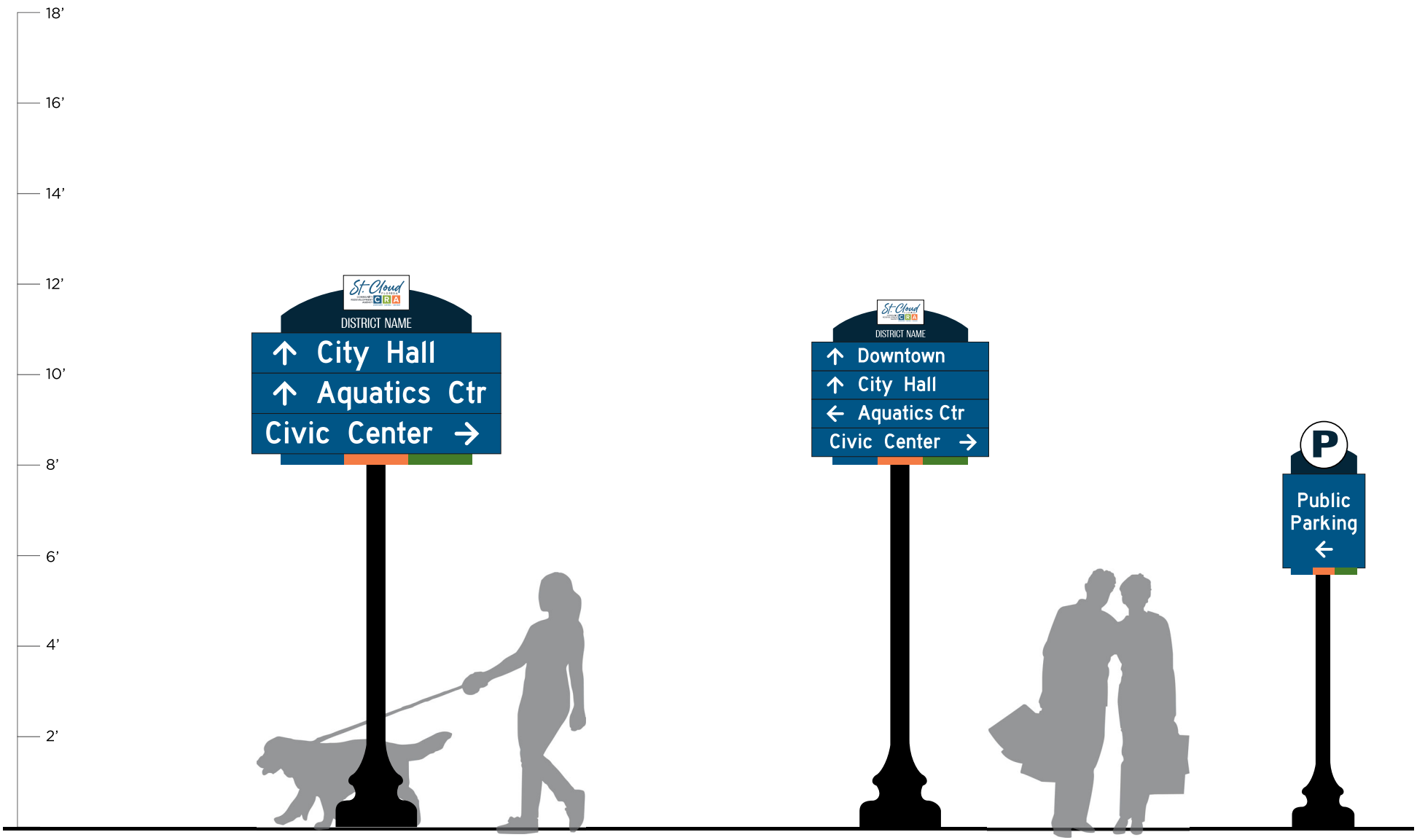
Paint Colors

Color/Code	Name	Specification	Process
P1	White	PMS White	Surface applied, exterior sign paint and protective top coat: Acrylic Polyurethane w/ UV inhibitor, finished with Clear Coat Satin finish.
P2	Blue	PMS 7692 C	Surface applied, exterior sign paint and protective top coat: Acrylic Polyurethane w/ UV inhibitor, finished with Clear Coat Satin finish.
P3	Orange	PMS 412 C	Surface applied, exterior sign paint and protective top coat: Acrylic Polyurethane w/ UV inhibitor, finished with Clear Coat Satin finish.
P4	Green	PMS 364 C	Surface applied, exterior sign paint and protective top coat: Acrylic Polyurethane w/ UV inhibitor, finished with Clear Coat Satin finish.
P5	Navy Blue	PMS 533 C	Surface applied, exterior sign paint and protective top coat: Acrylic Polyurethane w/ UV inhibitor, finished with Clear Coat Satin finish.
P6	Black	PMS Black	Surface applied, exterior sign paint and protective top coat: Acrylic Polyurethane w/ UV inhibitor, finished with Clear Coat Satin finish.

Vinyl Colors

Color/Code	Name	Specification	Process
V1	White	3M Scotchcal	Engineer-grade retro reflective vinyl meeting or exceeding FDOT requirements for day and night driving.
V2	Blue	3M Scotchcal	Background & Characters 3M custom inks applied directly to 3930 with 3M approved clear UV/Graffiti Vinyl Over-laminates.
V3	Navy Blue	3M Scotchcal	Background & Characters 3M custom inks applied directly to 3930 with 3M approved clear UV/Graffiti Vinyl Over-laminates.

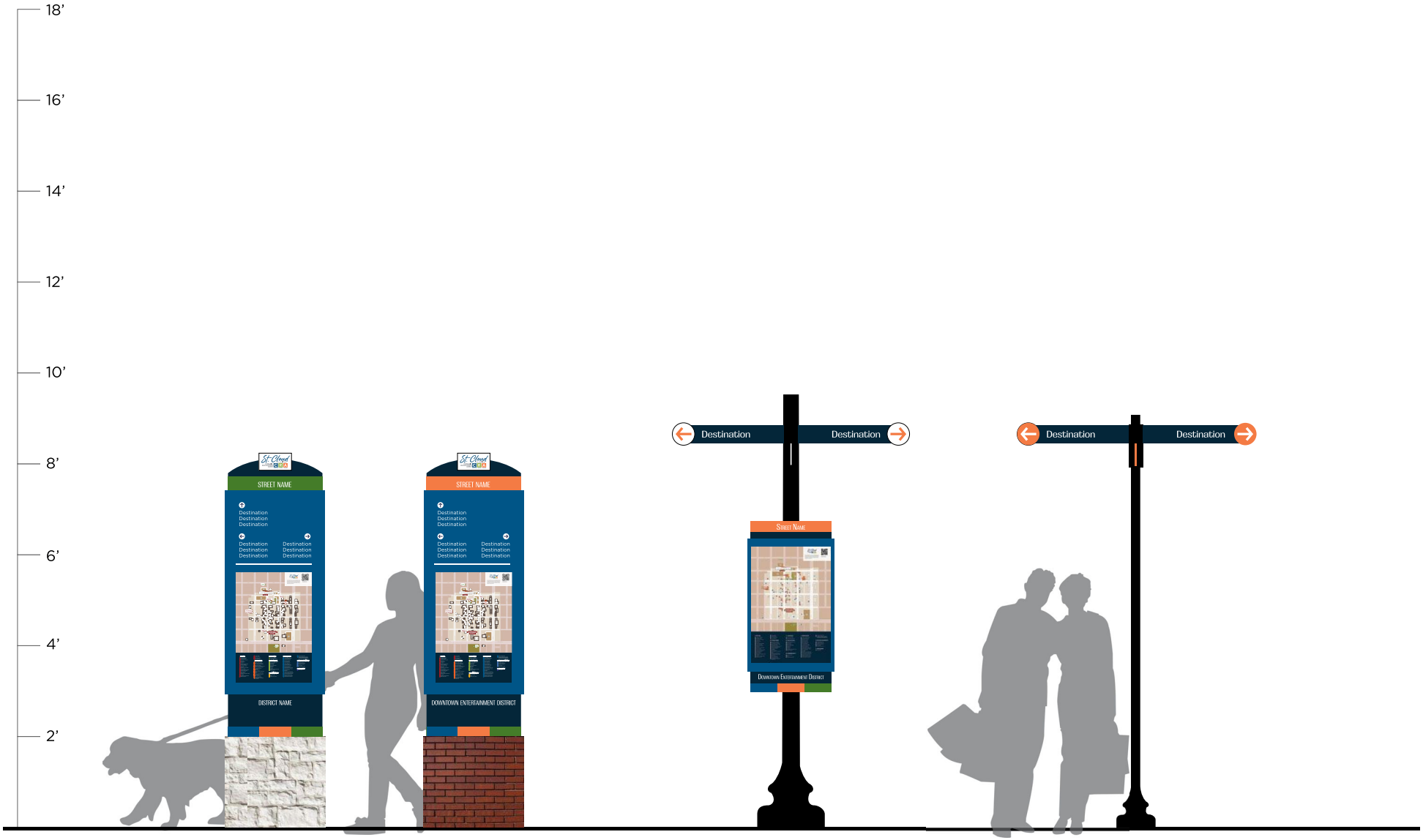
Sign Palette



B Large Vehicular Sign (FDOT roads)

C Small Vehicular Sign (City roads)

D Parking Directional



E **Pedestrian Kiosk ***

F **Pedestrian Directional & Map ***

G **Pedestrian Directional**

• Sign type F is an alternate for E and serve the same wayfinding function. City to determine which type shall be used.

Sign Details

P1

P2

P3

P4

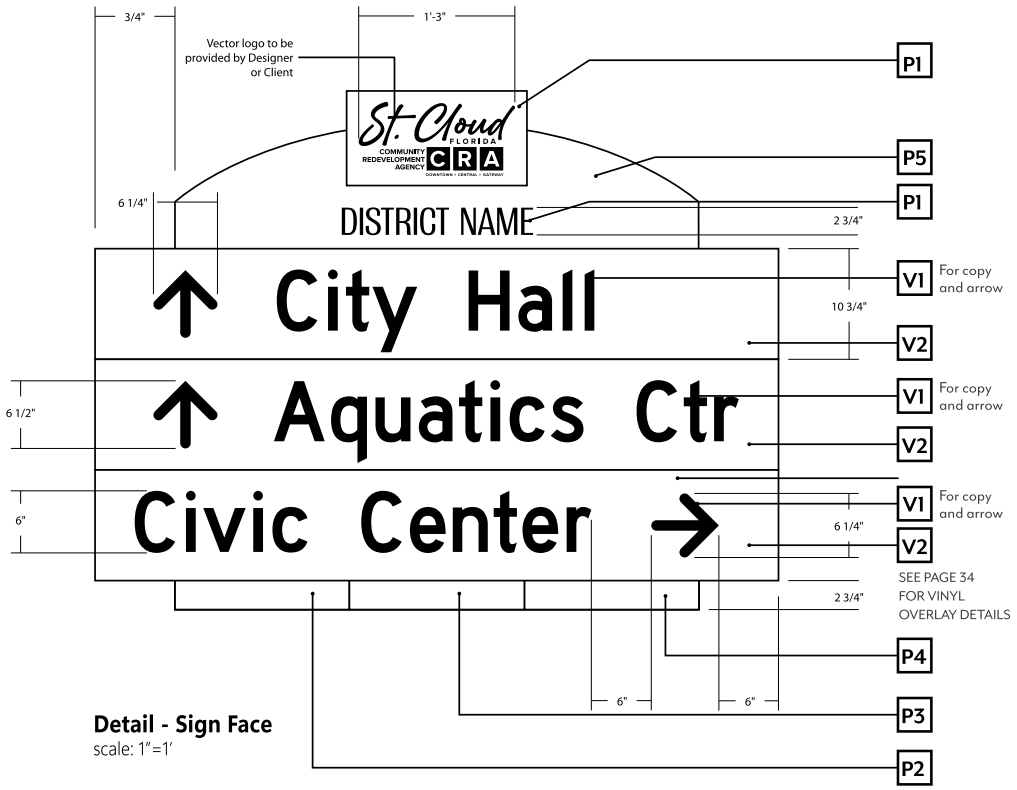
P5

P6

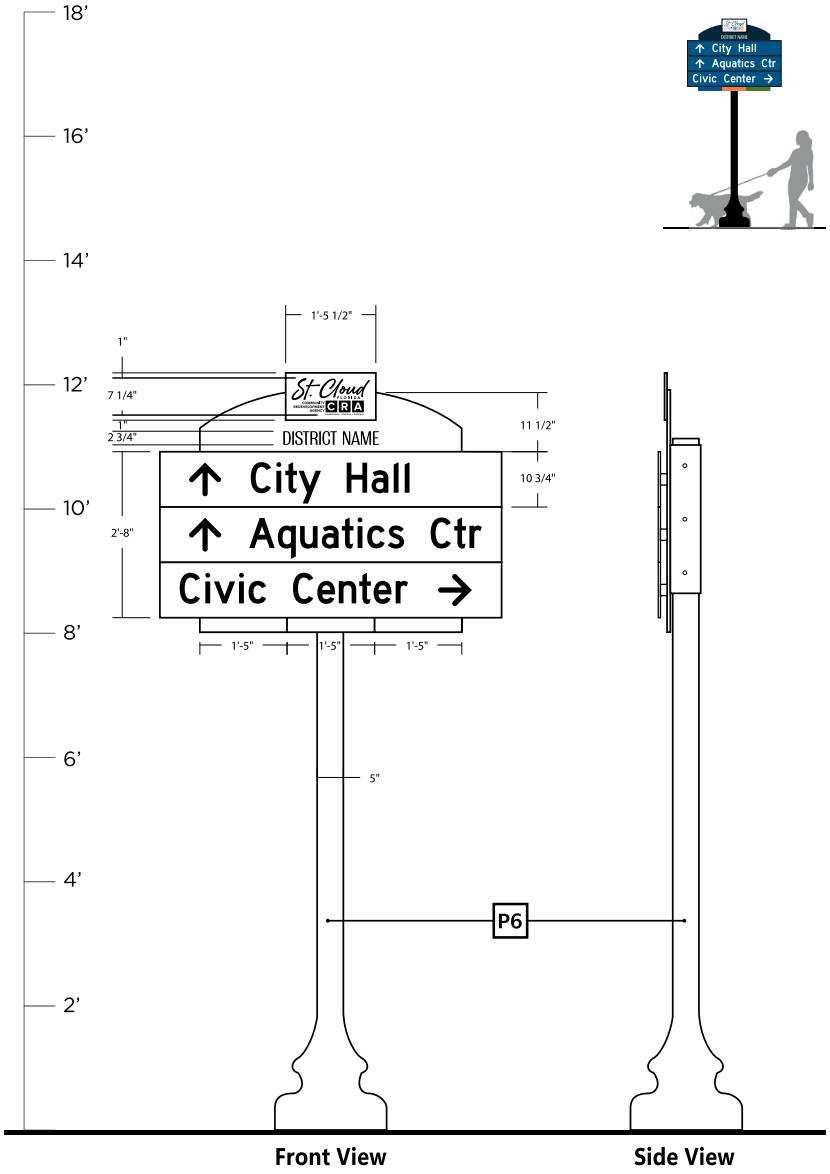
V1

V2

V3



Detail - Sign Face
scale: 1"=1'



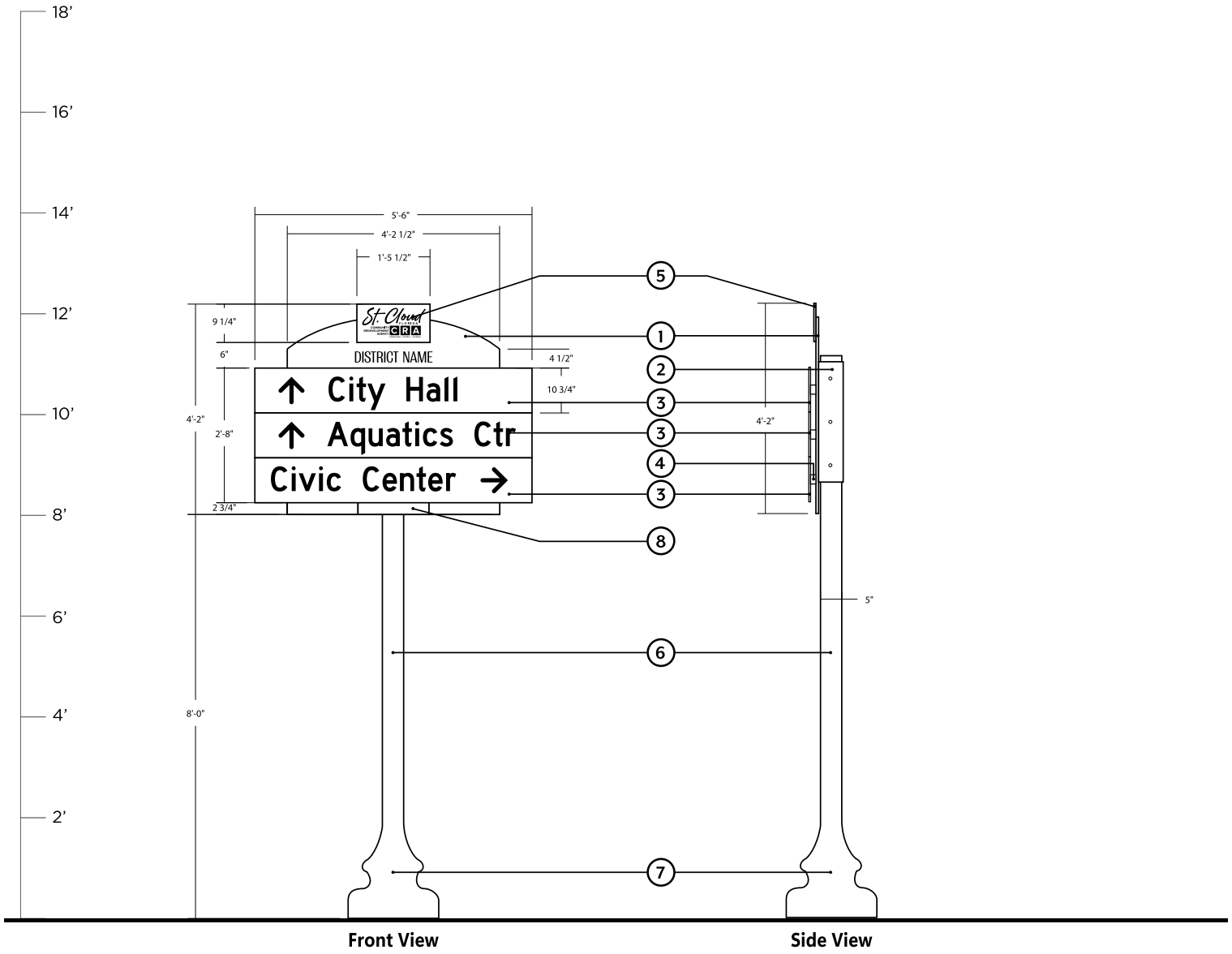
Front View **Side View**

SIGN TYPE B
LARGE VEHICULAR SIGN

Fabrication Details:

1. 1/4" aluminum backer panel with routed out custom graphics painted with Matthews automotive grade paint and UV and anti-graffiti protective clear coat.
2. Custom aluminum bracket to mechanically attach the sign face to the sign pole.
3. 1/8" front aluminum individual destination panels painted with Matthews automotive grade paint with retro-reflective vinyl and background color overlay.
4. Custom aluminum brackets to attach front panel to backer panel.
5. 1/8" logo panel attached to backer panel using VHB tape and dp805.
6. 5" capped aluminum pole with decorative base cover painted with Matthews automotive grade paint and UV and anti-graffiti protective clear coat.
7. Decorative base cover.
8. Sign face single sided painted background color and graphics.

Foundation per Florida and City Building Code requirements



P1

P2

P3

P4

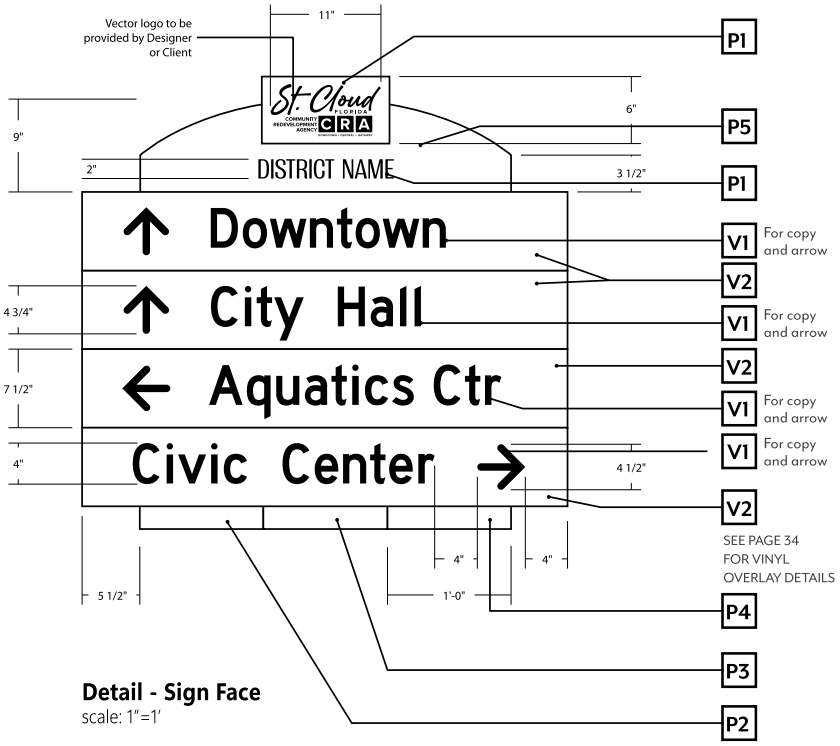
P5

P6

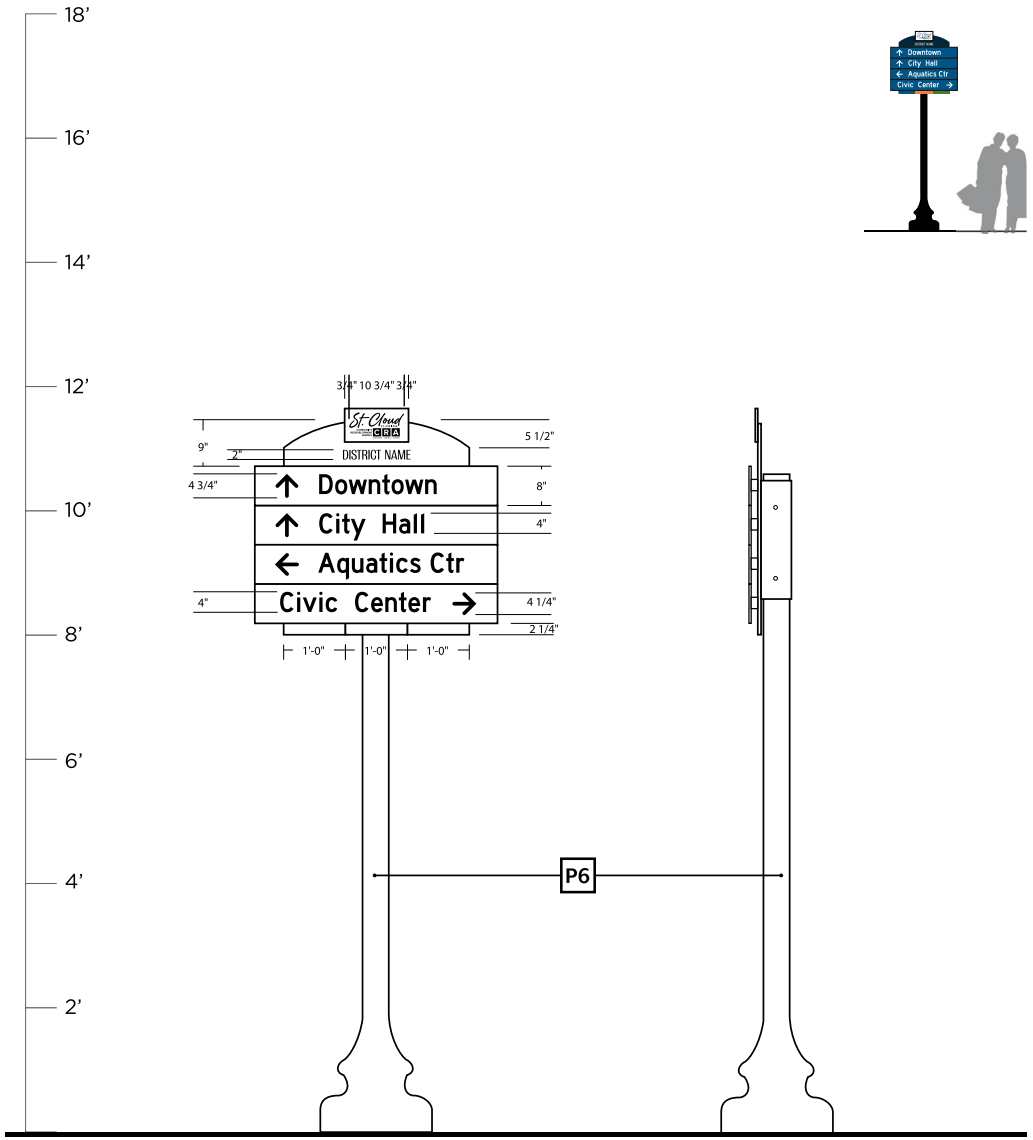
V1

V2

V3



Detail - Sign Face
scale: 1"=1'



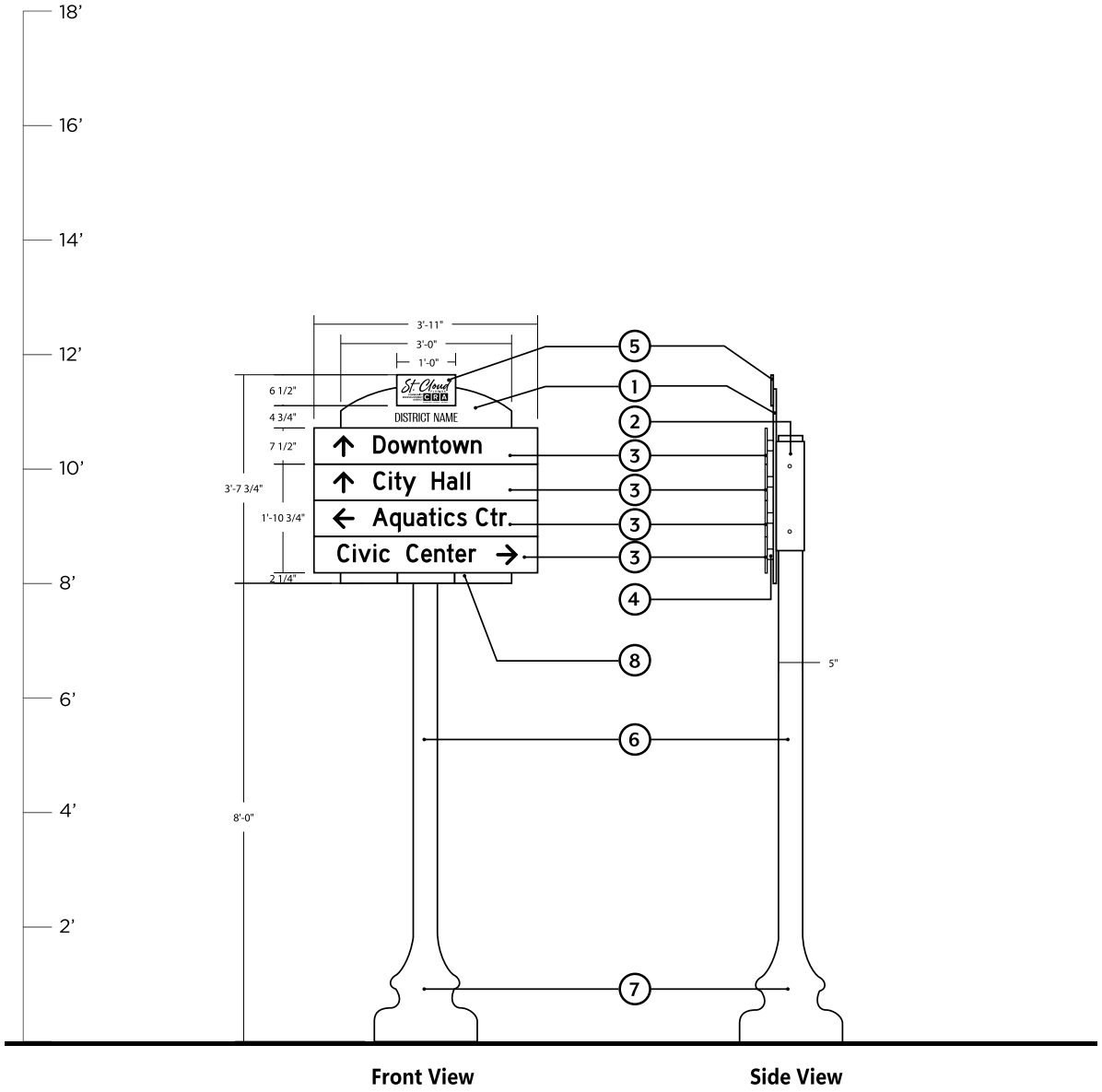
Front View **Side View**

SIGN TYPE C
SMALL VEHICULAR SIGN

Fabrication Details:

1. 1/4" aluminum backer panel with routed out custom graphics painted with Matthews automotive grade paint and UV and anti-graffiti protective clear coat.
2. Custom aluminum bracket to mechanically attach the sign face to the sign pole.
3. 1/8" front aluminum individual destination panels painted with Matthews automotive grade paint with retro-reflective vinyl and background color overlay.
4. Custom aluminum brackets to attach front panel to backer panel.
5. 1/8" logo panel attached to backer panel using VHB tape and dp805.
6. 5" capped aluminum pole with decorative base cover painted with Matthews automotive grade paint and UV and anti-graffiti protective clear coat.
7. Decorative base cover.
8. Sign face single sided painted background color and graphics.

Foundation per Florida and City Building Code requirements



P1

P2

P3

P4

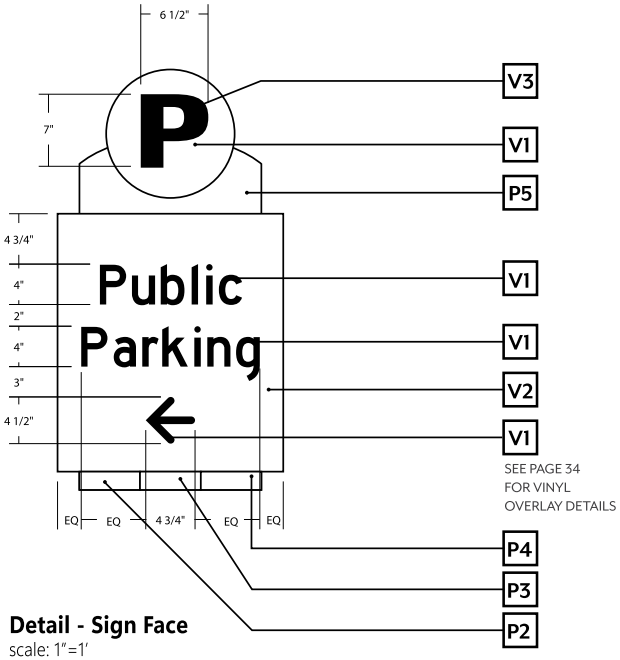
P5

P6

V1

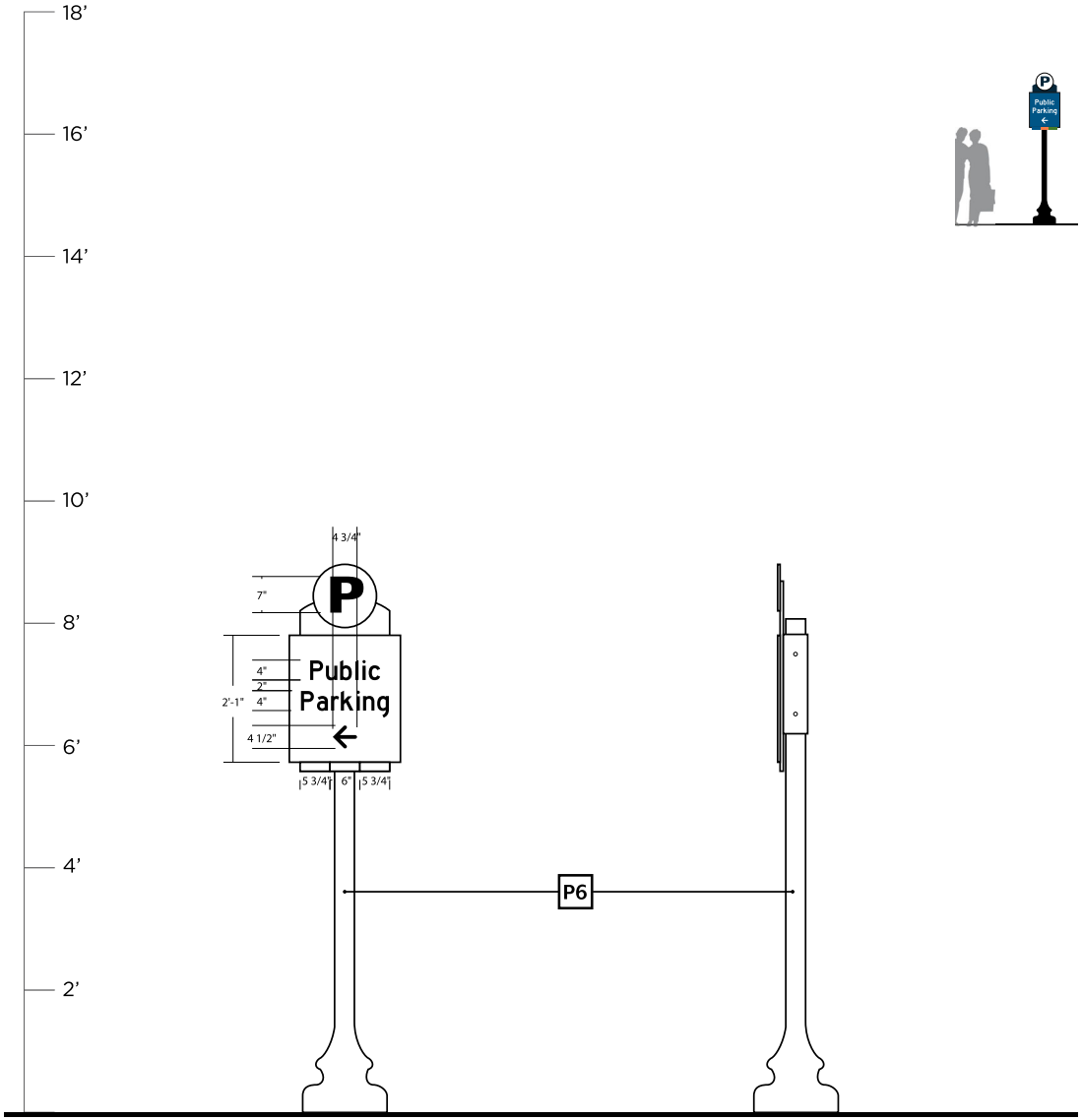
V2

V3



SEE PAGE 34
FOR VINYL
OVERLAY DETAILS

Detail - Sign Face
scale: 1"=1'



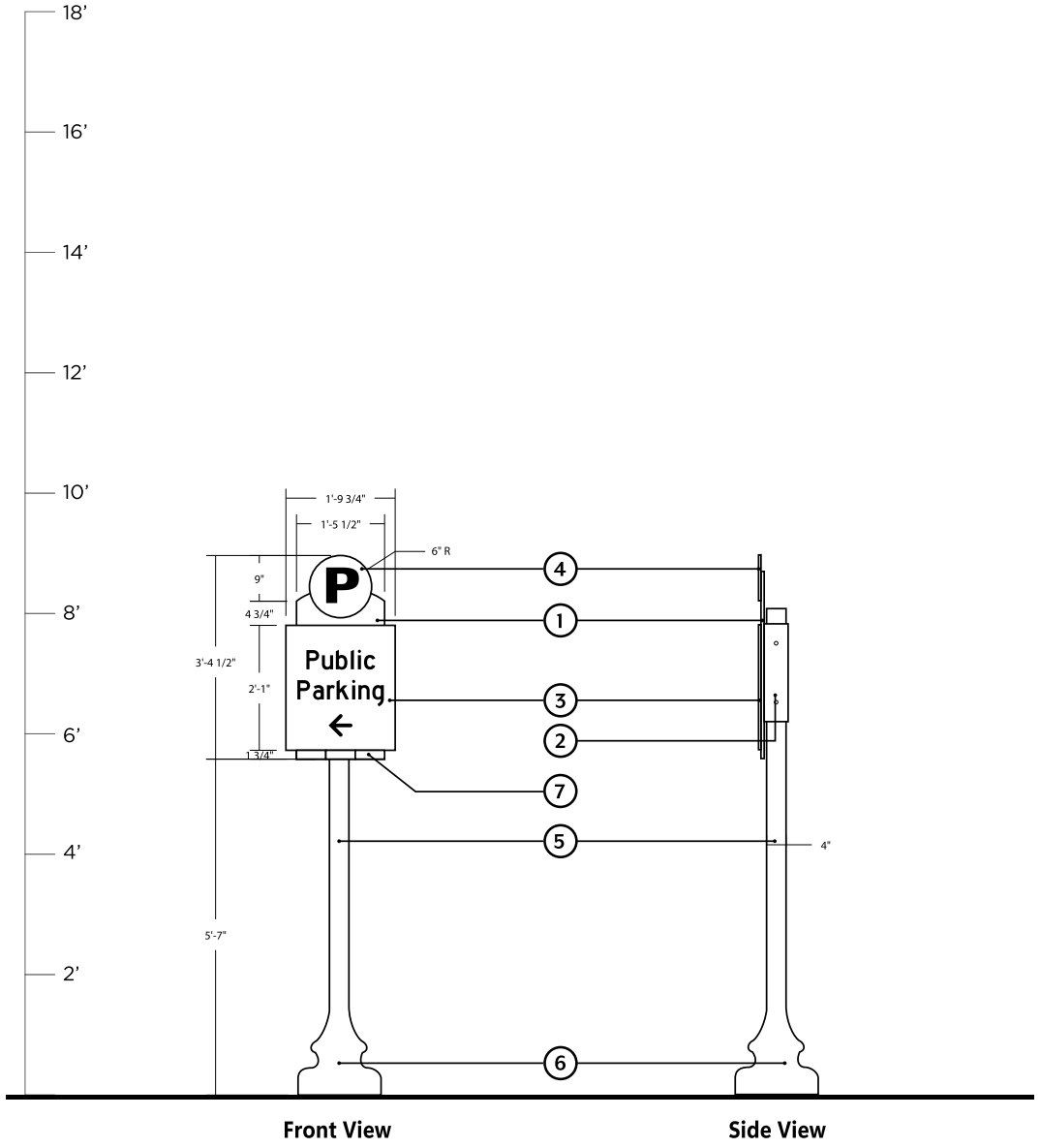
Front View **Side View**

SIGN TYPE D
PARKING DIRECTIONAL SIGN

Fabrication Details:

1. 1/4" aluminum backer panel with routed out custom graphics painted with Matthews automotive grade paint and UV and anti-graffiti protective clear coat.
2. Custom aluminum bracket to mechanically attach the sign face to the sign pole.
3. 1/8" front aluminum individual destination panels painted with Matthews automotive grade paint with retro-reflective vinyl and background color overlay attached to backer panel using VHB tape and dp805.
4. 1/8" symbol panel attached to backer panel using VHB tape and dp805.
5. 4" capped aluminum pole with decorative base cover painted with Matthews automotive grade paint and UV and anti-graffiti protective clear coat.
6. Decorative base cover.
7. Sign face single or double sided (depending on location) painted background color and graphics.

Foundation per Florida and City Building Code requirements



P1

P2

P3

P4

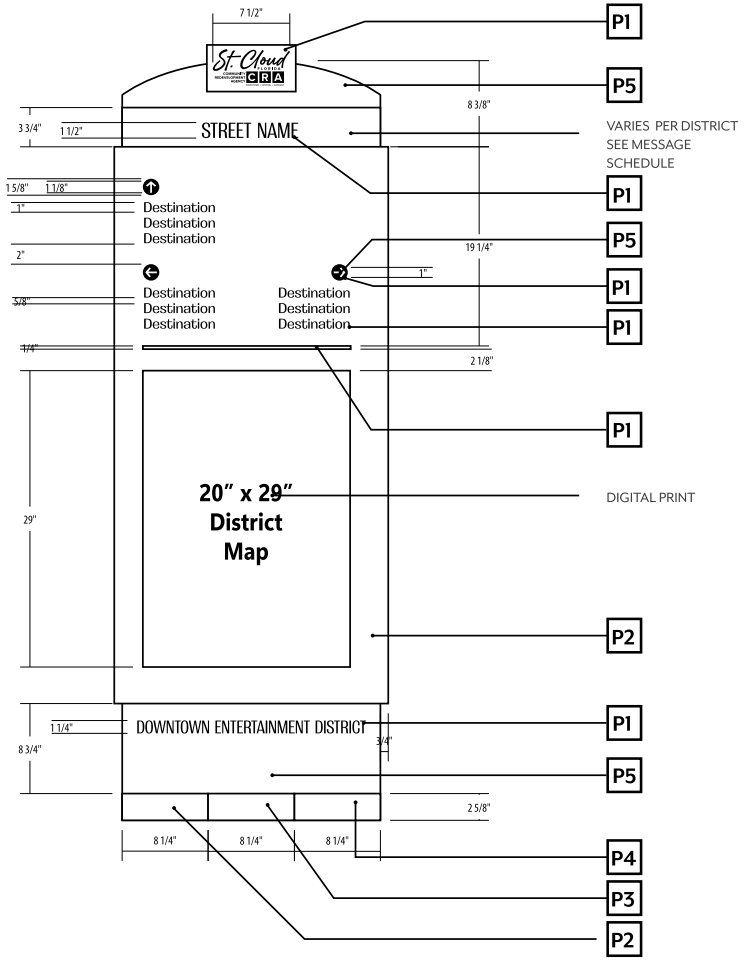
P5

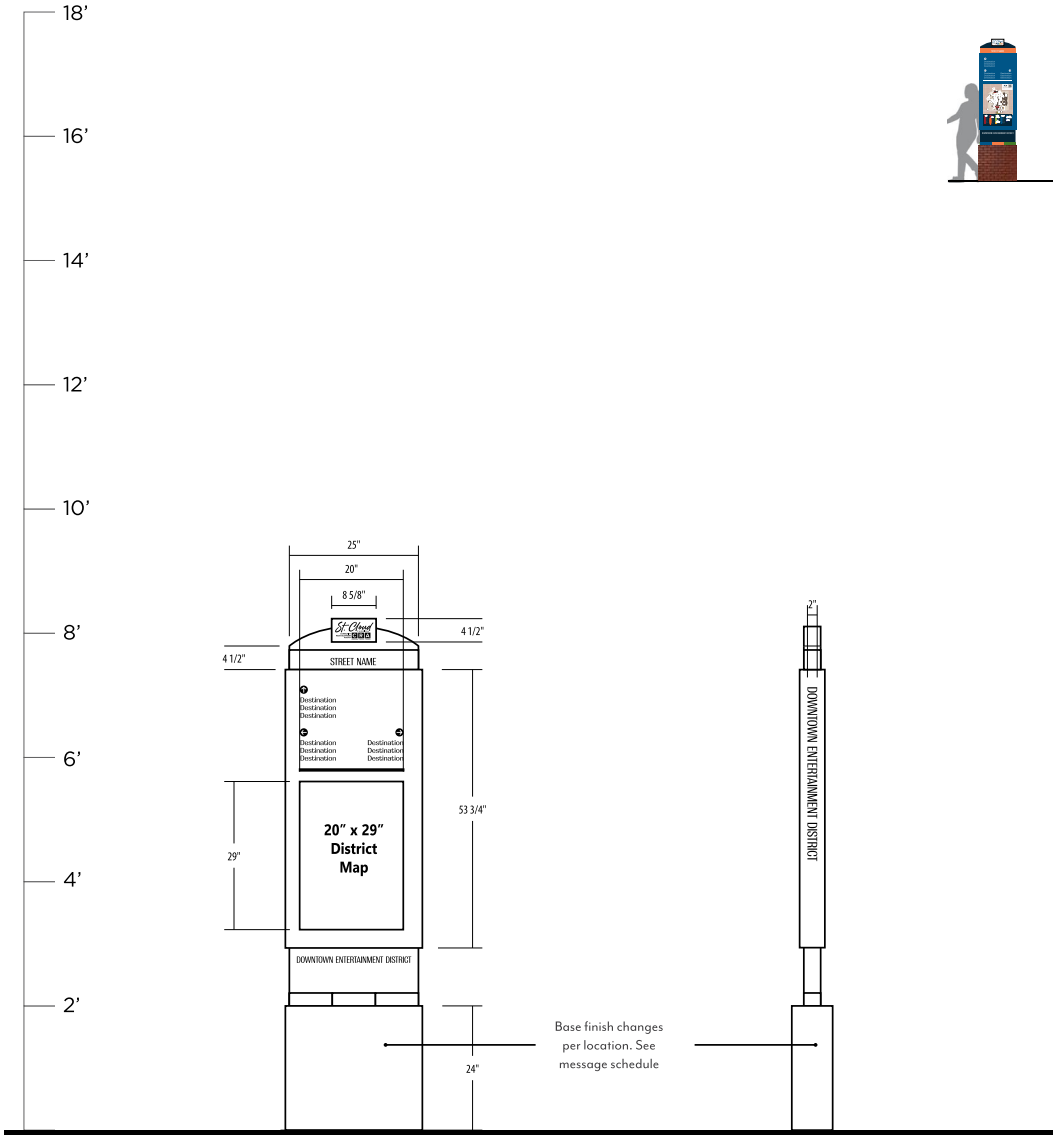
P6

V1

V2

V3





Front View

Side View

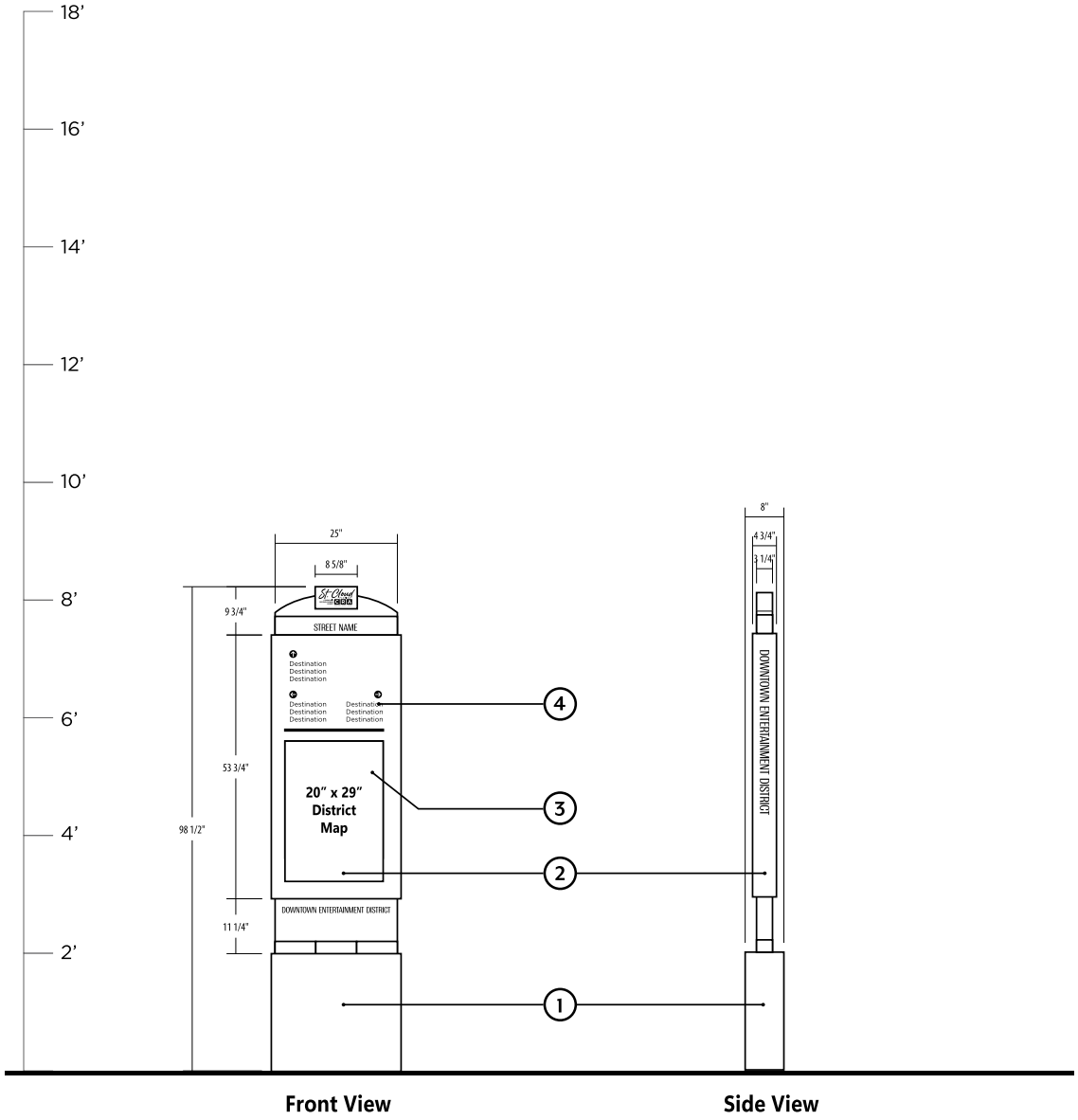
Detail - Sign Face
scale: 1"=1'

SIGN TYPE E
PEDESTRIAN KIOSK

Fabrication Details:

1. Precast brick exterior veneer panels attached to stud and frame/structure.
2. Boxed aluminum sign painted with Matthews automotive grade paint and UV and anti-graffiti protective clear coat.
3. Custom push through acrylic print flushed to sign face (map and legend).
4. Sign face double sided painted background color, symbols, and copy.

Foundation per Florida and City Building Code requirements



P1

P2

P3

P4

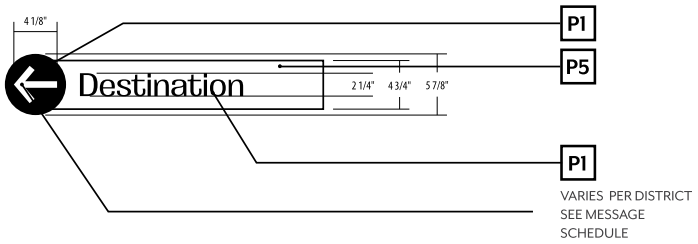
P5

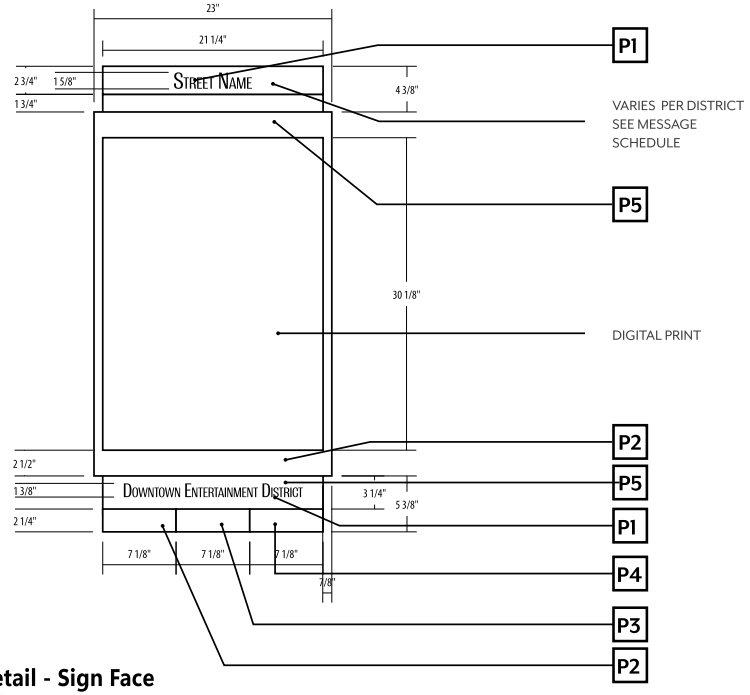
P6

V1

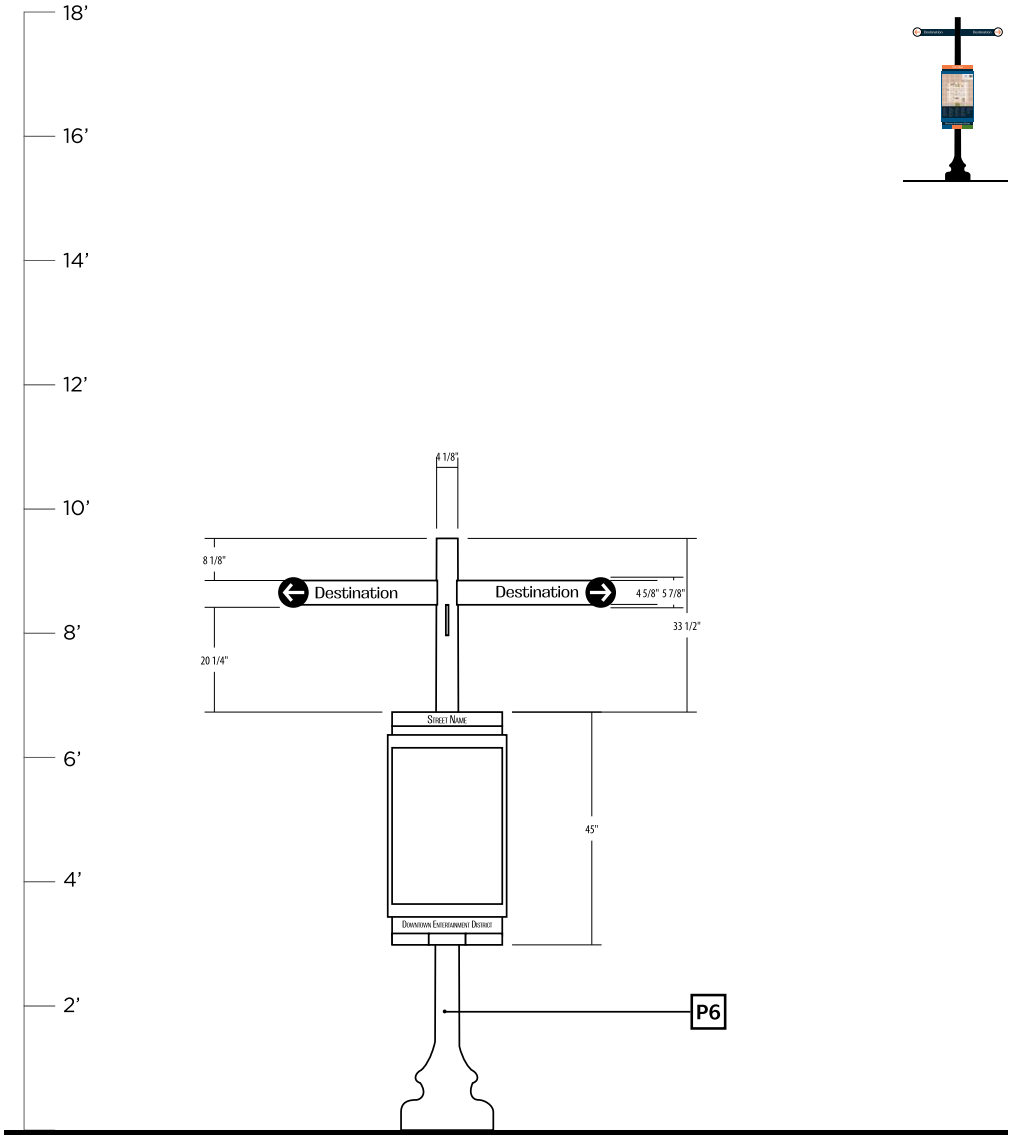
V2

V3





Detail - Sign Face
scale: 1"=1'



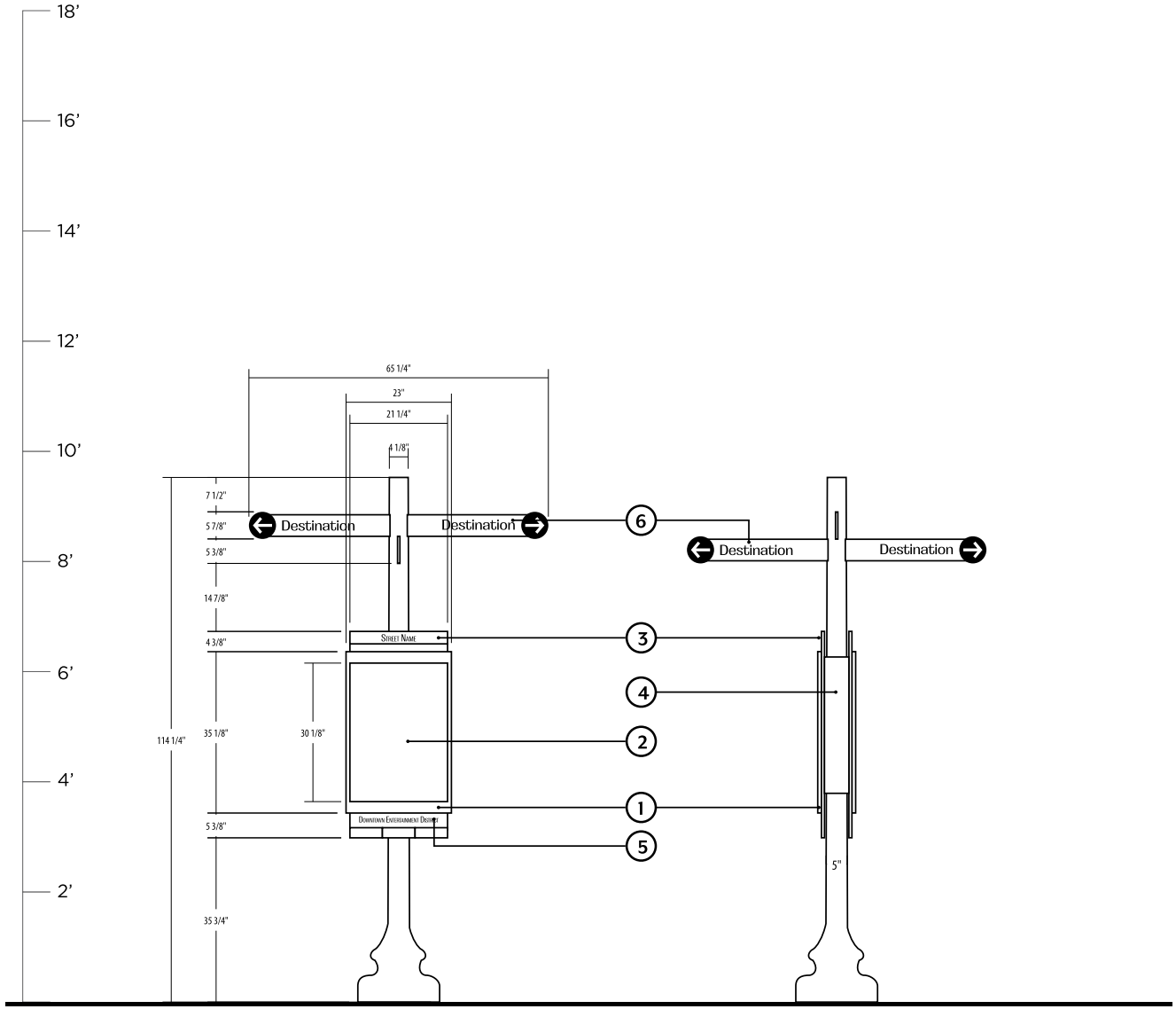
Front View

SIGN TYPE F
PEDESTRIAN DIRECTIONAL & MAP

Fabrication Details:

1. Boxed aluminum sign panel painted with Matthews automotive grade paint and UV and anti-graffiti protective clear coat attached to backer panel using VHB tape and dp805.
2. Custom push through acrylic print flushed to sign face/ boxed aluminum panel (map and legend).
3. 1/4" aluminum backer panel with routed out custom graphics painted with Matthews automotive grade paint background and copy and UV and anti-graffiti protective clear coat.
4. Custom aluminum bracket to mechanically attach the sign to existing light poles (if load allows) or to stand alone post with decorative base cover to match the rest of the sign system.
5. Sign face double or single sided (depending on sign location) painted background color, copy, and graphics.
6. 1/4" aluminum directional blades with routed out custom graphics welded to custom round bracket, painted with Matthews automotive grade paint and UV and anti-graffiti protective clear coat, mounted to sign pole.

Foundation per Florida and City Building Code requirements



Front View **Side View**

P1

P2

P3

P4

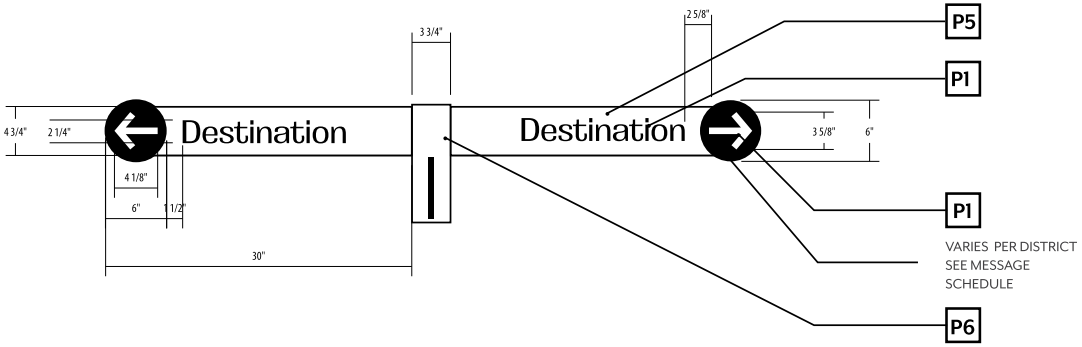
P5

P6

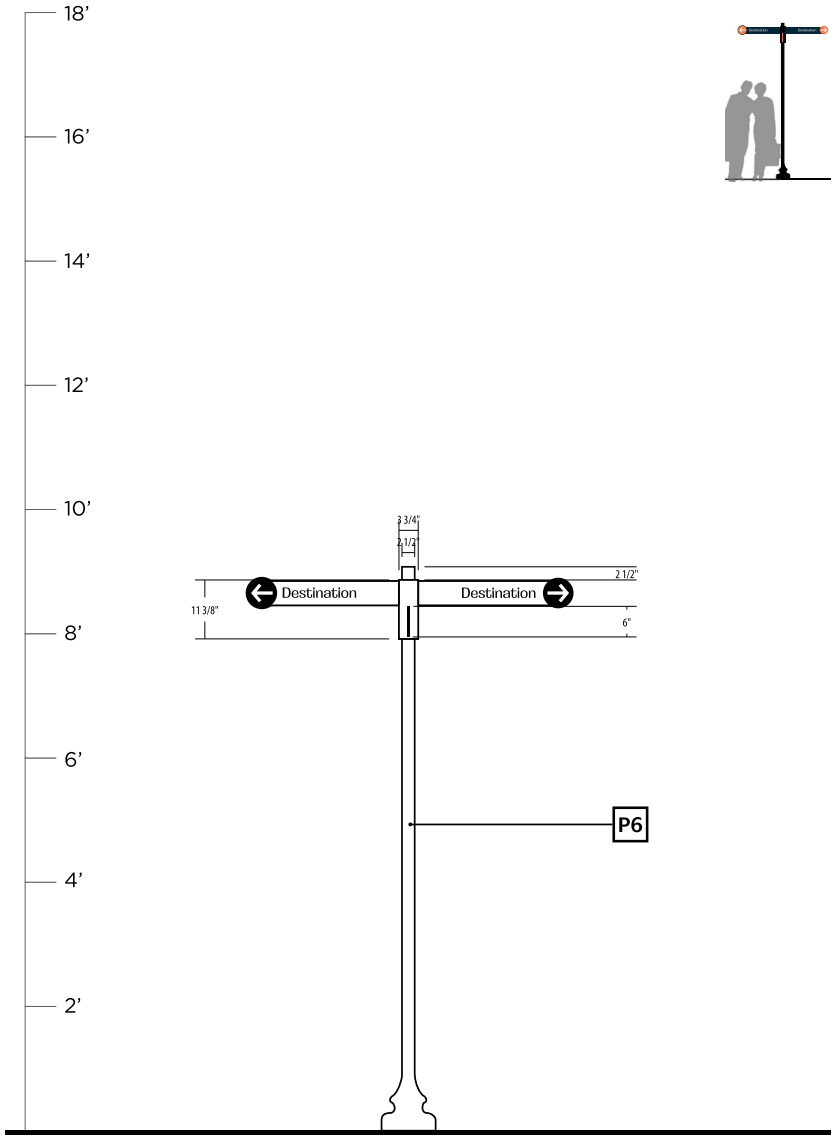
V1

V2

V3



Detail - Sign Face
scale: 1"=1'



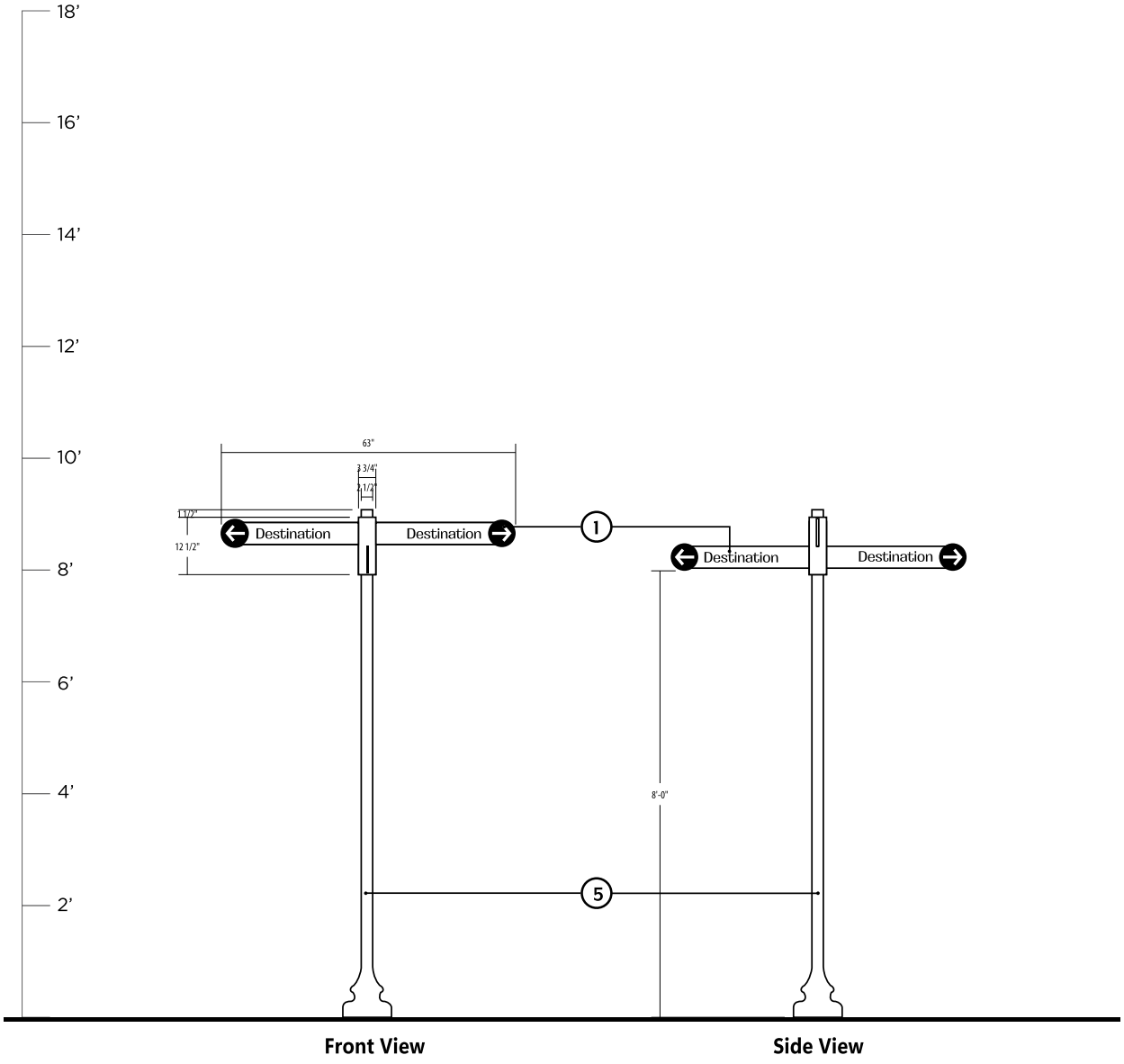
Front View

SIGN TYPE G
PEDESTRIAN DIRECTIONAL

Fabrication Details:

1. 1/4" aluminum directional blades with routed out custom graphics welded to custom round bracket, painted with Matthews automotive grade paint and UV and anti-graffiti protective clear coat, mounted to sign pole.
2. 4" capped aluminum pole with decorative base cover painted with Matthews automotive grade paint and UV and anti-graffiti protective clear coat with decorative base cover.

Foundation per Florida and City Building Code requirements



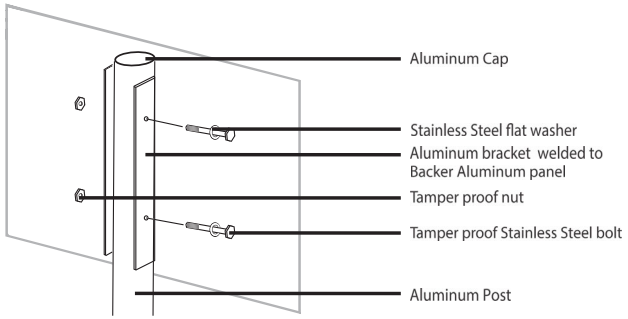
Sign Longevity	0-4 Years	5-9 Years	10-15+ Years
Design and Planning	Design: General Evaluation of positive and negative aspects of the system. Planning: In-house maintenance based on new request and circulation/destination updates.	Design: General Evaluation of positive and negative aspects of the system. Planning: Contract with a consultant to analyze major changes to the City and necessary system adjustments. 1 or 2 updates possible during this time period.	If the system has not been analyzed since implementation, a major updating is likely to be needed. City staff or Consultants will be required to review and inventory the system, as well as make suggested changes based on new circulation, destinations, etc.
Vandalism	Annual cleaning/repair. Stickers and graffiti are most common. Cleaning solvents and Goo-Gone are typical products utilized.	Parts replacements and full sign replacement as needed. Cleaning solvents and Goo-Gone are typical products utilized.	Parts replacements / full sign replacement as needed. Cleaning solvents and Goo-Gone are typical products utilized.
Cleaning Schedule	Annual Cleaning	Annual Cleaning	Annual Cleaning
Management / Administration	Weekly coordination during initial installation, transitioning to quarterly between the City and fabricator during year 1 and 2.	Annual coordination between the City and fabricator. Day-to-day monitoring of the system, based on staff observations, safety issues and citizens' reports.	Annual coordination between the City and fabricator. Day-to-day monitoring of the system, based on staff observations, safety issues and citizens' reports.
Breakaway Product: Transpo	Maintenance Free -Covered under Warranty for 3 years.	Maintenance Free - consider general review as part of yearly inspection process.	Maintenance Free - consider general review as part of yearly inspection process.
Reflectivity Life Span: 3M High Intensity Diamond Grade	Covered under warranty for 5-7 years.	Covered under warranty for 5-7 years. Reflectivity may be effective beyond the warranty period. Individual signs may require sheeting to be replaced during this time period.	Reflectivity becomes less effective, if not previously replaced. 10 – 15 years is the maximum lifespan.
Painted Surfaces	Covered under manufacturers warranty. General maintenance and touch-up will be required.	Warranty expires. Typically color holds up beyond warranty period. Fading may begin depending on the direction sign panel is facing. Individual signs may require individual parts to be replaced during this time period.	Fading occurs – based on direction sign panel is facing. 10 – 15 years is the maximum lifespan to expect.

CONSTRUCTION DETAILS

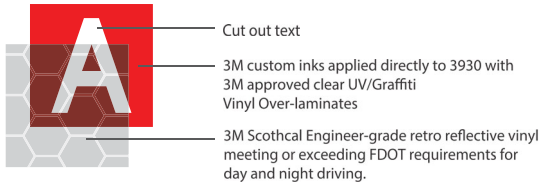
Attachment detail - Welded aluminum bracket to back of the sign and bolted to sign pole and vinyl overlay details for sign faces.
All fasteners need to be tamper resistant.
Aluminum cap needs to be adhered in place

These drawings are meant for DESIGN INTENT ONLY and are not for construction.
Contractor shall verify and be responsible for all dimensions and conditions of the job. Contractor shall be familiar with the site and conditions it presents.
This office must be notified of any variations from the dimensions and conditions shown on this drawing. Shop drawings and details must be submitted to this
office for approval prior to proceeding with fabrication. All copy shall be proofread by client and legal requirements checked by legal department.

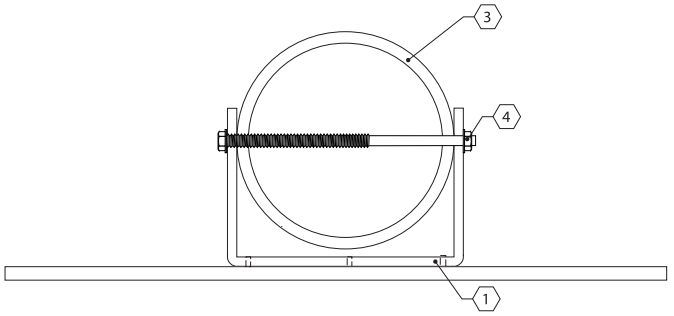
Design Inset - Assembly



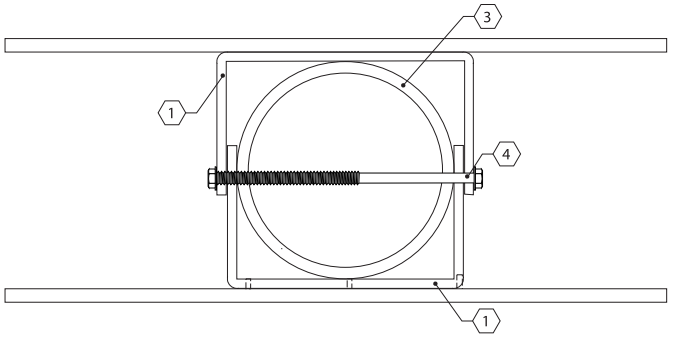
Detail Inset - Vinyl Overlay



Section Detail - Single Sided Sign



Section Detail - Double Sided Sign



1. Custom aluminum extrusion bracket plug welded to back of sign
2. Aluminum sign face
3. Aluminum pole
4. Stainless steel through-bolt

CONSTRUCTION DETAILS

Detail of Frangible breakaway footer details

These drawings are meant for DESIGN INTENT ONLY and are not for construction.

PERFORMANCE CRITERIA:

1. Double-Neck Pole-Safe meets all requirements of "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries, and Traffic Signals."

2. Double-Neck Pole-Safe has been crash-tested and FHWA approved in accordance with the requirements of NCHRP Report 350, "Recommended Procedures for the Safety Performance Evaluation of Highway Features."

3. Maximum Allowable Pole Mass = 450 kg (922 lb) (total including fixtures).

PHYSICAL PROPERTIES PER COUPLING:

1. Ultimate Tensile Strength = 221.5 kN (49.8 kips), minimum

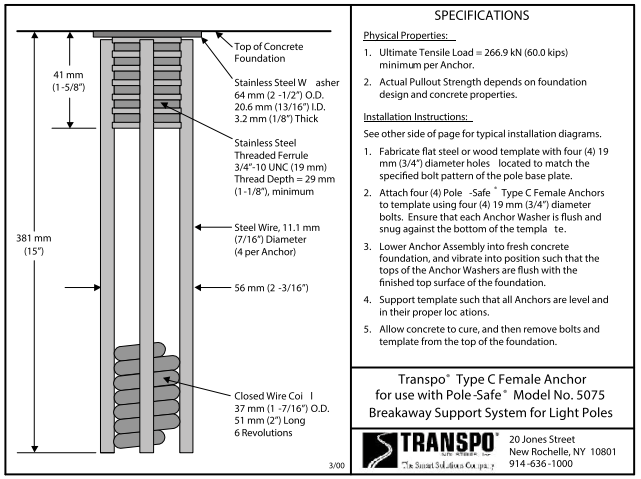
2. Tensile Yield Strength = 192.0 kN (43.2 kips), minimum.

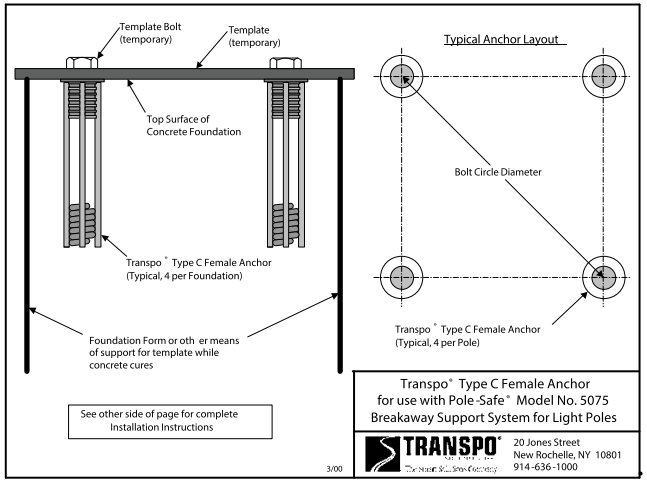
3. Ultimate Restrained Shear Strength = 24.5 kN (5.5 kips), maximum

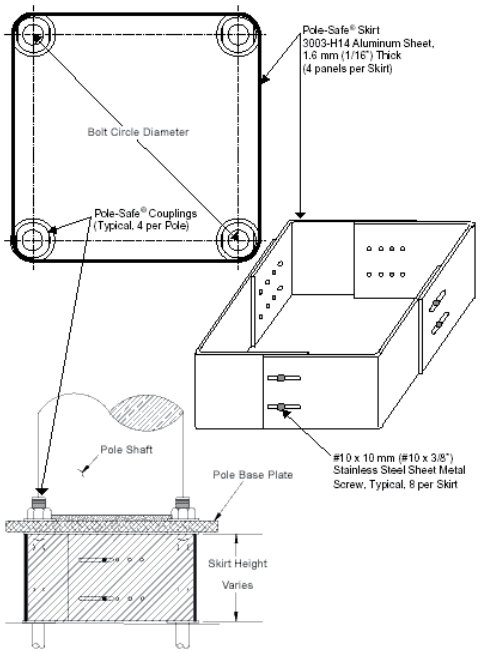
CORROSION PROTECTION:

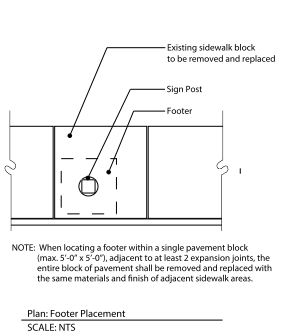
All Hardware items are American Standard sizes, galvanized in accordance with ASTM A153 (hot dipped).

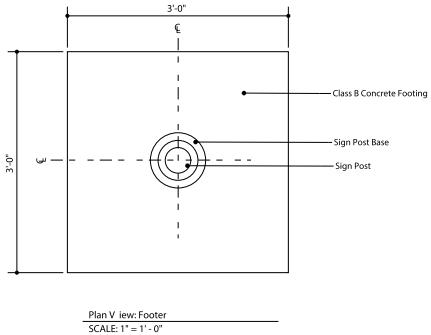
Source: *Transpo Industries, Inc.*









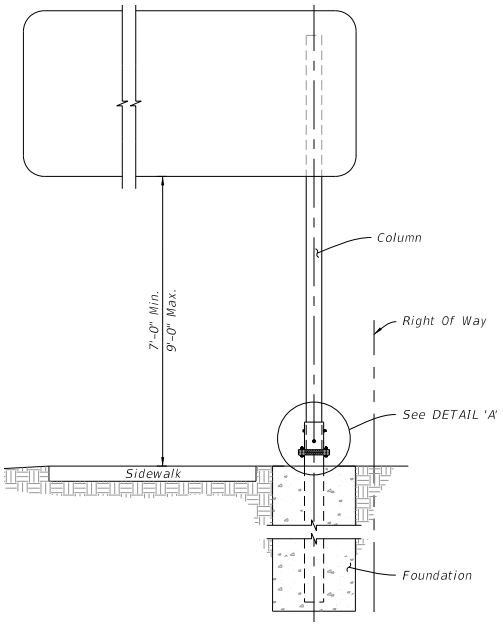


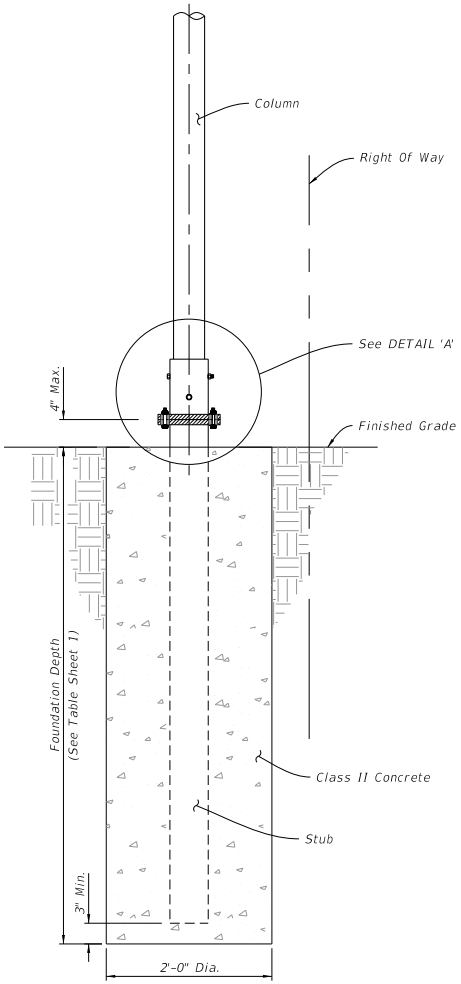
CONSTRUCTION DETAILS

Detail of Frangible breakaway footer details

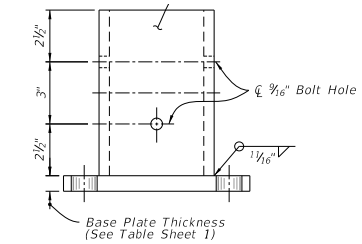
These drawings are meant for DESIGN INTENT ONLY and are not for construction.
Contractor shall verify and be responsible for all dimensions and conditions of the job. Contractor shall be familiar with the site and conditions it presents.
This office must be notified of any variations from the dimensions and conditions shown on this drawing. Shop drawings and details must be submitted to this office for approval prior to proceeding with fabrication.
All copy shall be proofread by client and legal requirements checked by legal department.

Source: *FDOT Standard Plans FY 2022-23 Index 700-011*

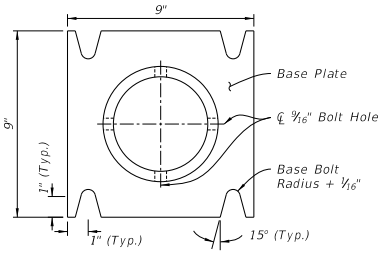




BASE AND FOUNDATION DETAIL

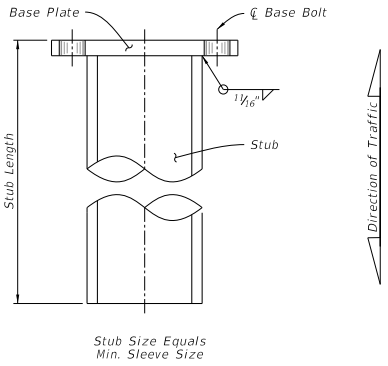


ELEVATION

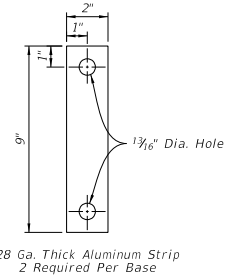


PLAN

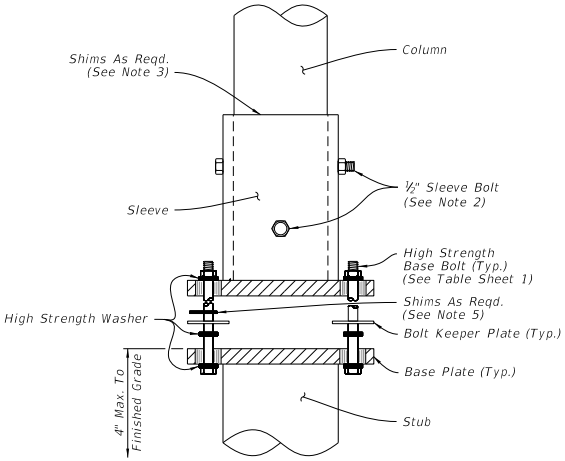
SLEEVE & BASE PLATE DETAILS



STUB DETAIL



BOLT KEEPER PLATE DETAIL



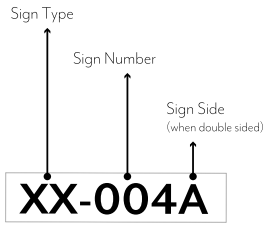
DETAIL 'A'

Sign Locations and Messages

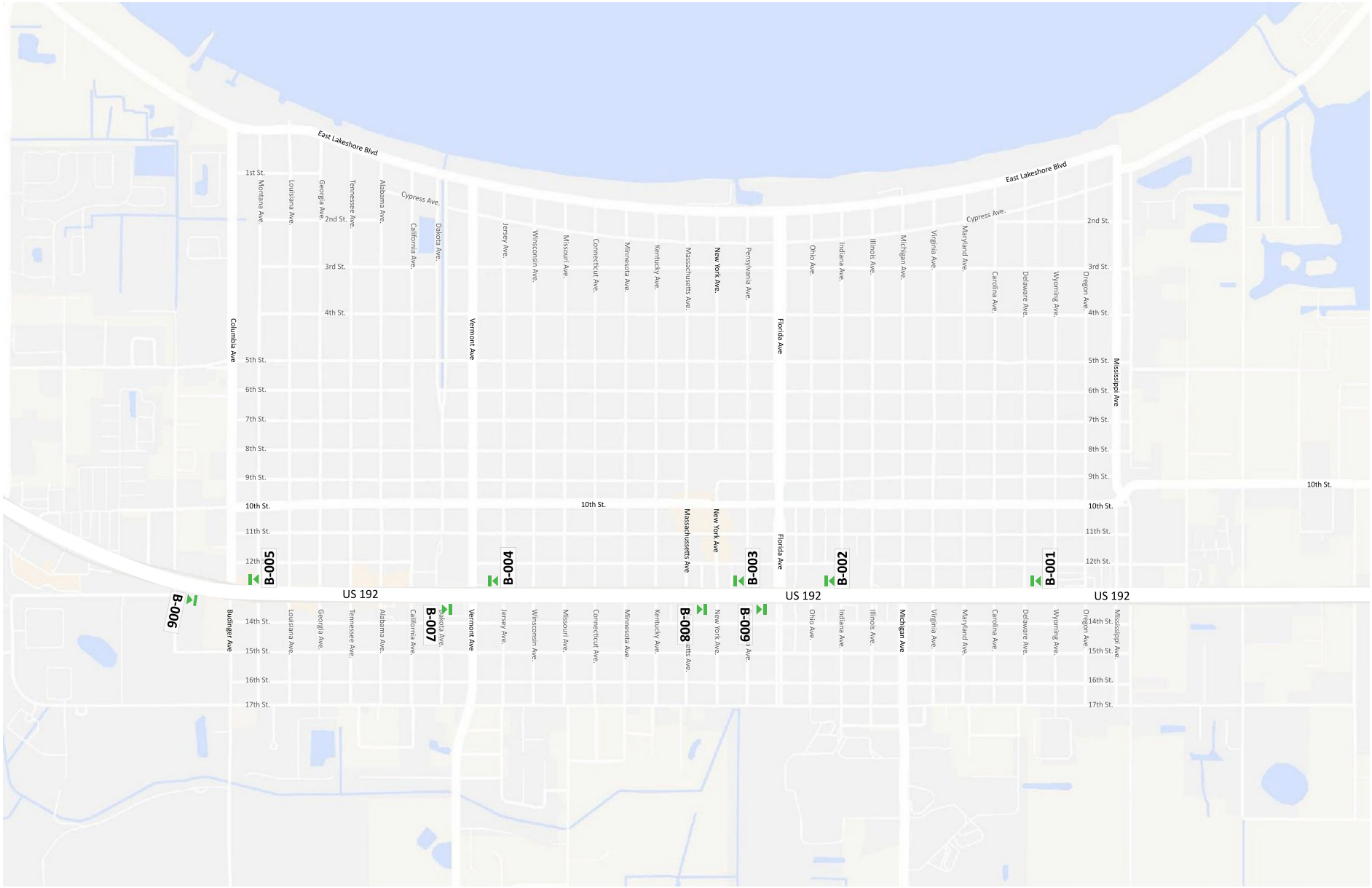
Sign Legend

B - Large Vehicular Sign	**QTY- 9**
C - Small Vehicular Sign	**QTY- 18**
D - Parking Directional	**QTY- 7**
E - Pedestrian Kiosk	**QTY- 9**
F - Pedestrian Directional & Map	**QTY- 0**
G - Pedestrian Directional	**QTY- 5**

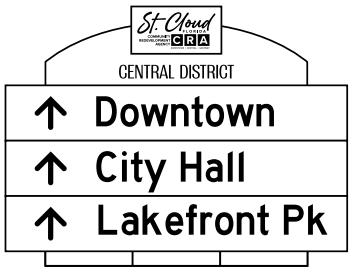
Label Legend



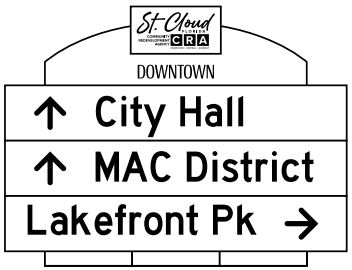
The sign faces shall follow the detailed pages if messages are not shown in the following pages.


East Lakeshore Blvd
Cypress Ave.
1st St.
2nd St.
3rd St.
4th St.
5th St.
6th St.
7th St.
8th St.
9th St.
10th St.
11th St.
12th St.
14th St.
15th St.
16th St.
17th St.
Columbia Ave
Budinger Ave
Vermont Ave
Florida Ave
Mississippi Ave
Montana Ave.
Louisiana Ave.
Georgia Ave.
Tennessee Ave.
Alabama Ave.
California Ave.
Dakota Ave.
Jersey Ave.
Winsconsin Ave.
Missouri Ave.
Connecticut Ave.
Minnesota Ave.
Kentucky Ave.
Massachusetts Ave.
New York Ave.
Pennsylvania Ave.
Ohio Ave.
Indiana Ave.
Illinois Ave.
Michigan Ave.
Virginia Ave.
Maryland Ave.
Carolina Ave.
Delaware Ave.
Wyoming Ave.
Oregon Ave.
B-005
B-004
B-003
B-002
B-001
B-006
B-007
B-008
B-009
US 192

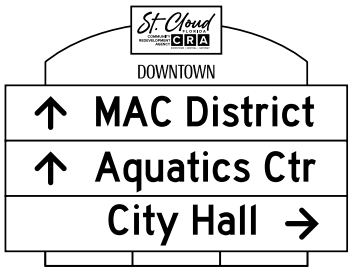
B-001



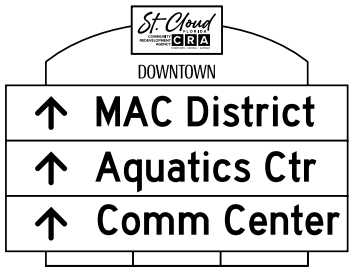
B-002



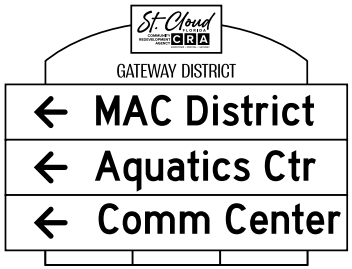
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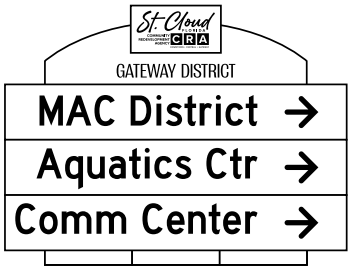
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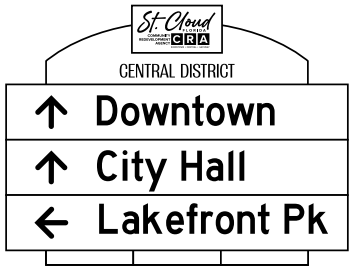
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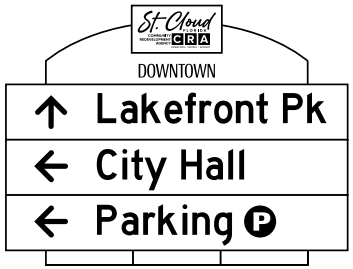
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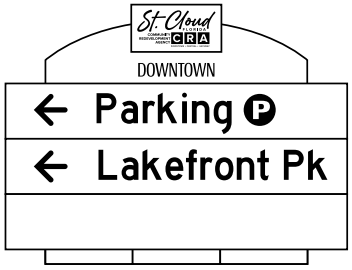
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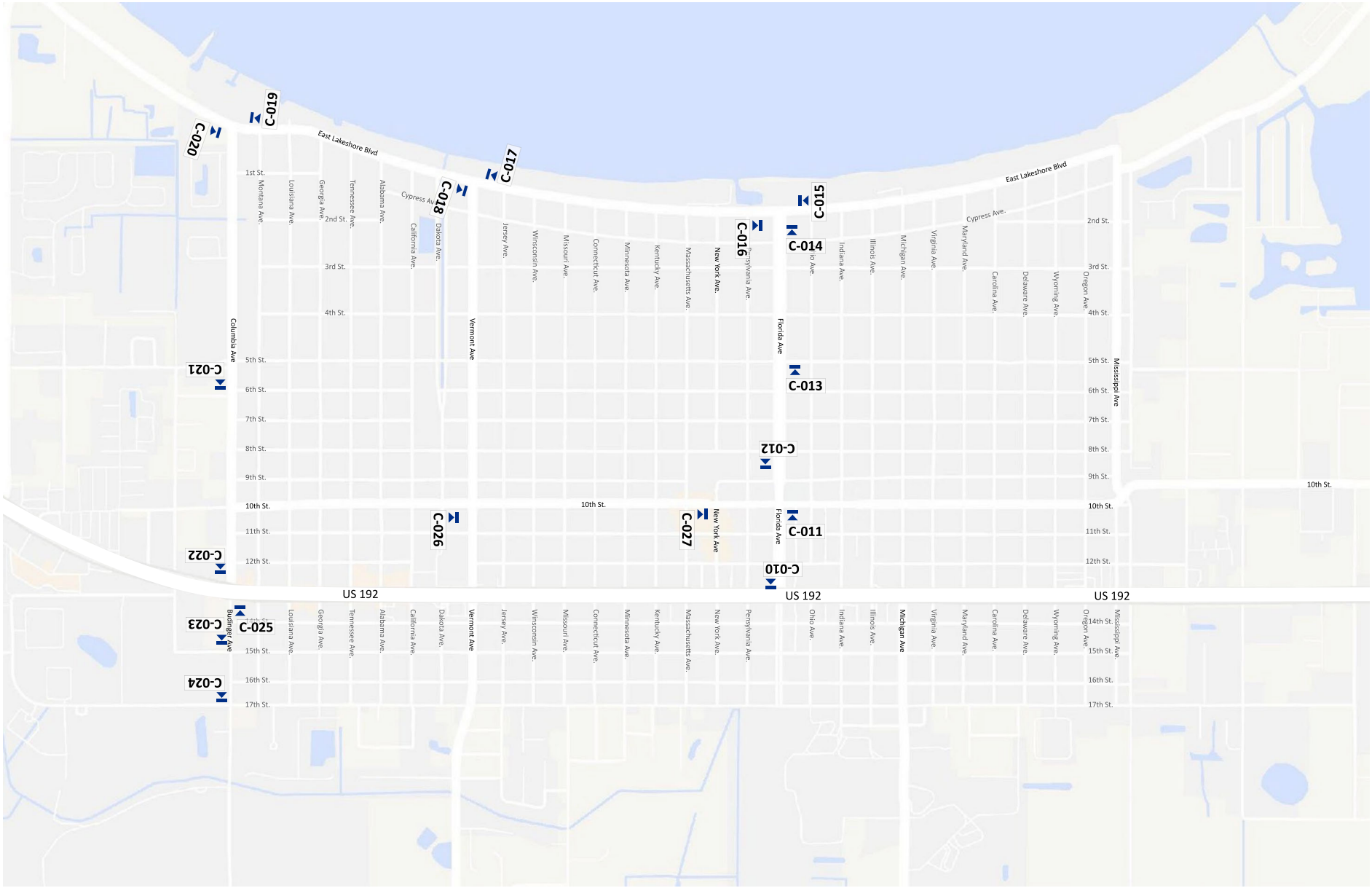
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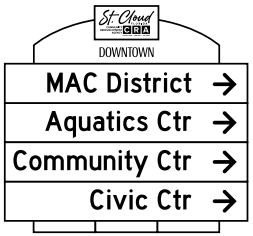
B-009



Revised messages and artwork will be provided for fabrication


C-019
C-020
C-017
C-018
C-015
C-016
C-014
C-021
C-013
C-012
C-026
C-027
C-011
C-022
C-010
C-023
C-025
C-024
East Lakeshore Blvd
Cypress Ave.
1st St.
2nd St.
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4th St.
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Delaware Ave.
Wyoming Ave.
Oregon Ave.

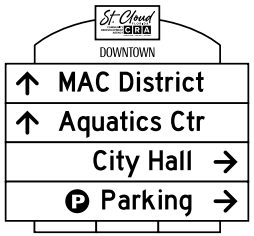
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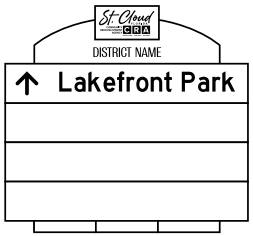
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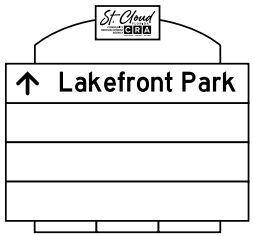
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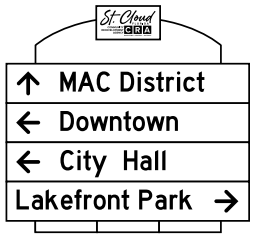
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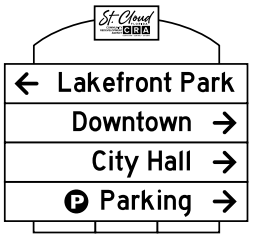
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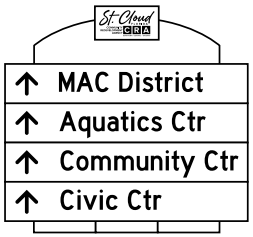
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C-016



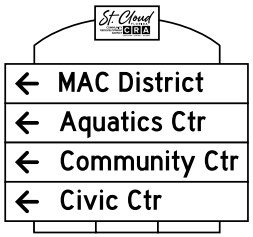
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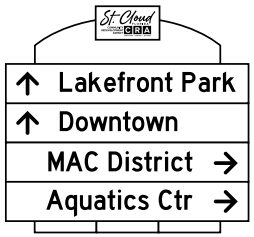
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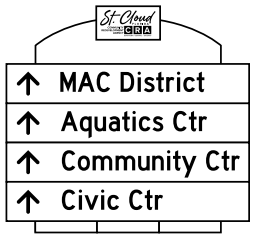
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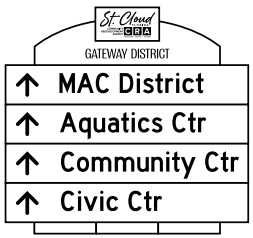
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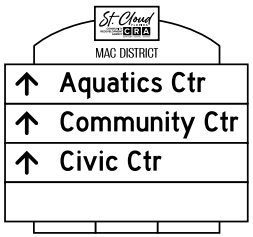
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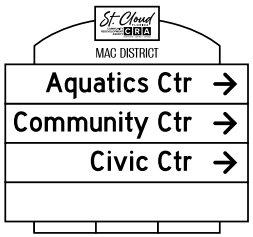
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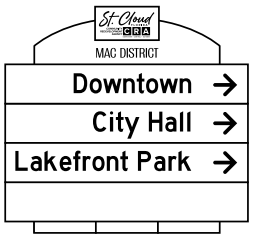
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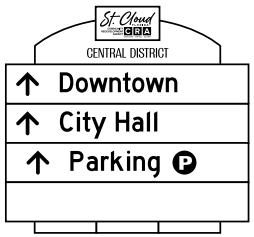
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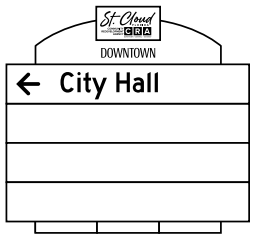
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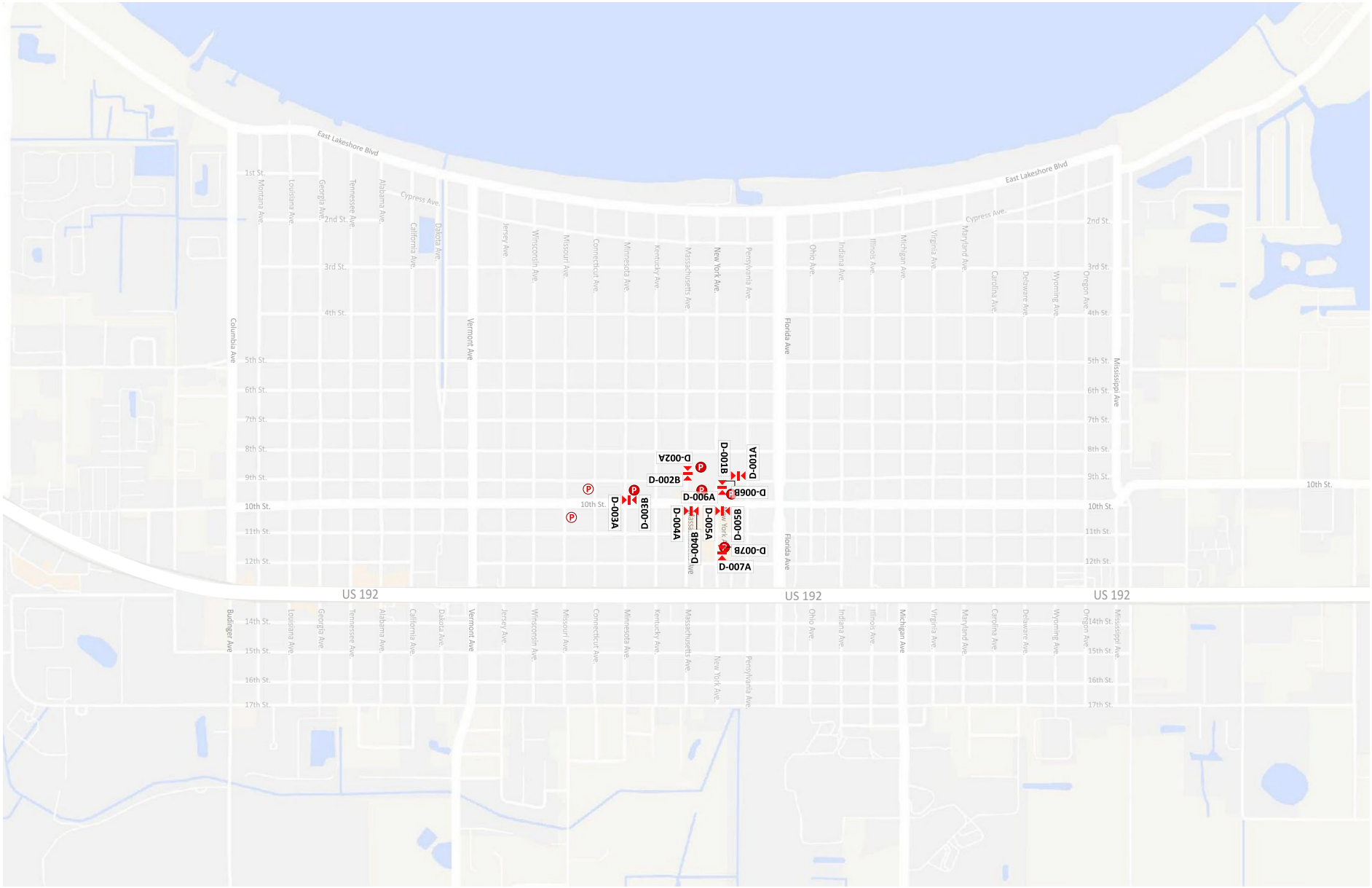
C-026



C-027



Revised messages and artwork will be provided for fabrication


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Cypress Ave.
1st St.
2nd St.
3rd St.
4th St.
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Virginia Ave.
Maryland Ave.
Carolina Ave.
Delaware Ave.
Wyoming Ave.
Oregon Ave.
Mississippi Ave
US 192
D-001A
D-001B
D-002A
D-002B
D-003A
D-003B
D-004A
D-004B
D-005A
D-005B
D-006A
D-006B
D-007A
D-007B

D-001A



D-002A



D-003A



D-004A



D-005A



D-006A



D-007A



D-001B



D-002B



D-003B



D-004B



D-005B

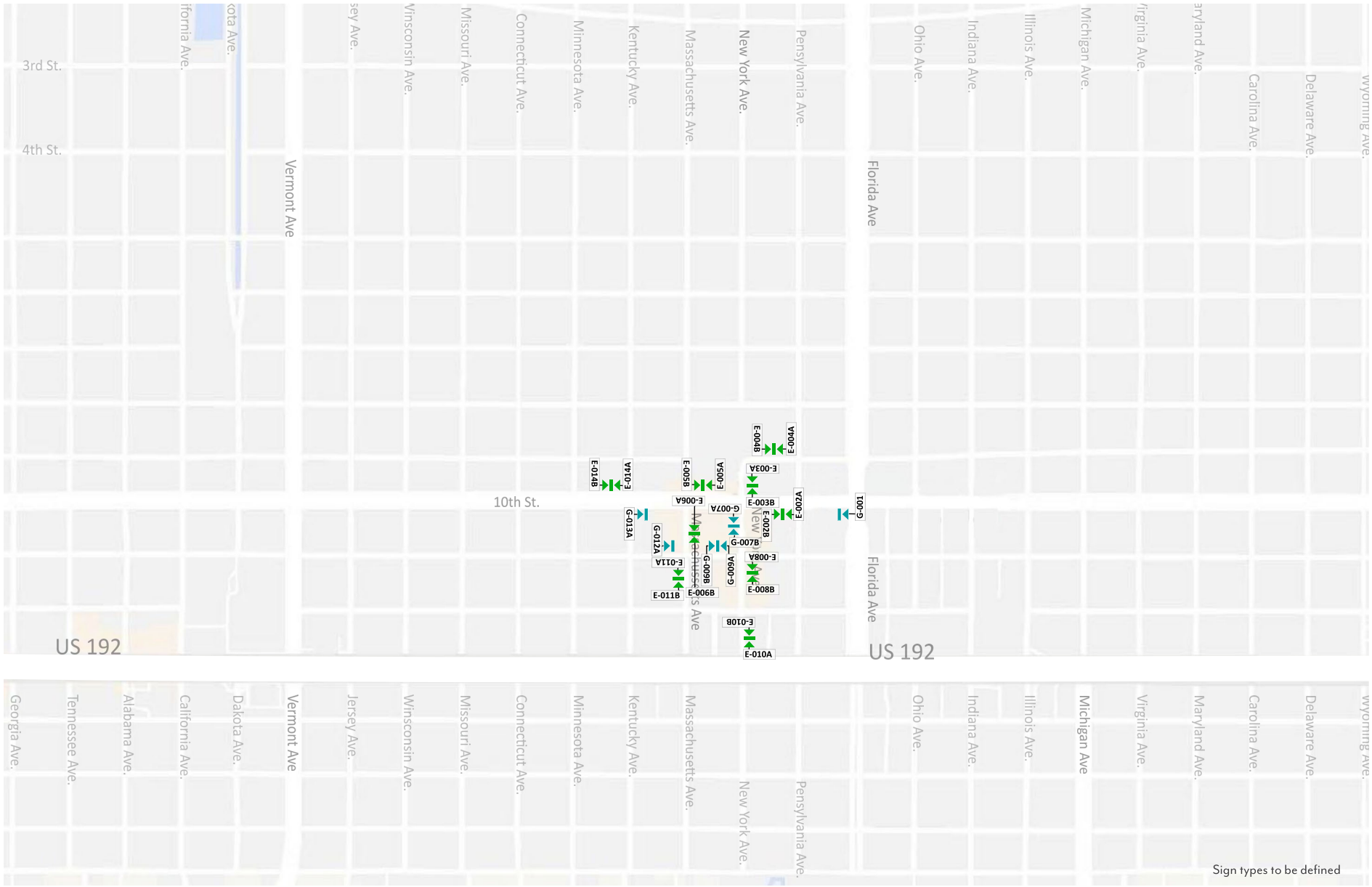


D-006B

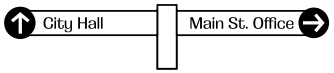


D-007B

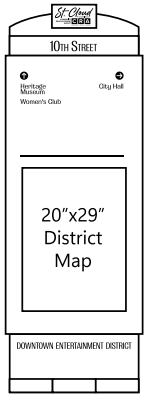



3rd St.
4th St.
10th St.
US 192
US 192
Vermont Ave
Florida Ave
Florida Ave
Georgia Ave.
Tennessee Ave.
Alabama Ave.
California Ave.
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Pensylvania Ave.
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Illinois Ave.
Michigan Ave
Virginia Ave.
Maryland Ave.
Carolina Ave.
Delaware Ave.
Wyoming Ave.
E-004B
E-004A
E-014B
E-014A
E-005B
E-005A
E-003A
E-006A
E-003B
E-002A
G-001
G-013A
G-007A
E-002B
G-012A
G-007B
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G-009A
E-008A
G-008A
E-011B
E-008B
E-010B
E-010A
Sign types to be defined

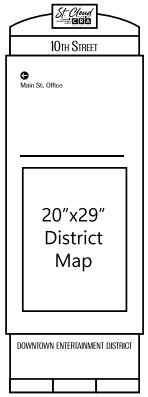
G-001A



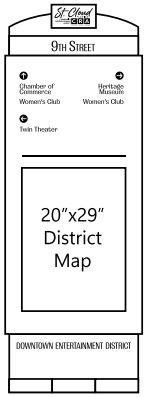
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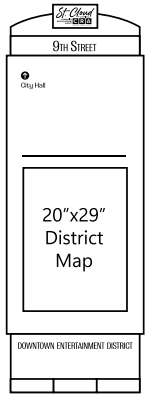
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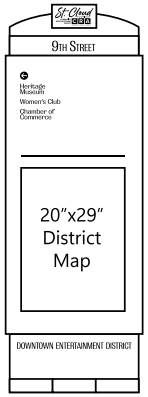
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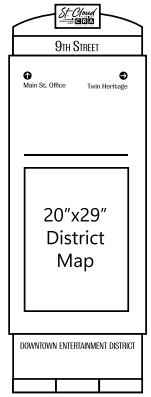
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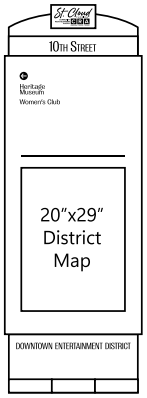
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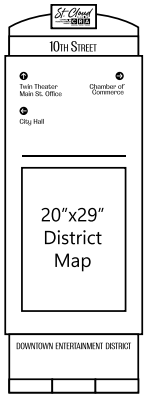
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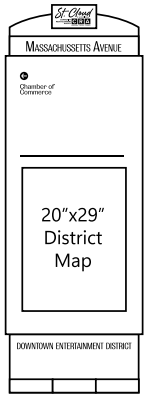
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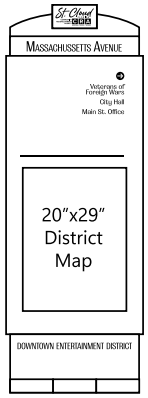
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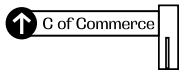
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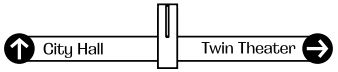
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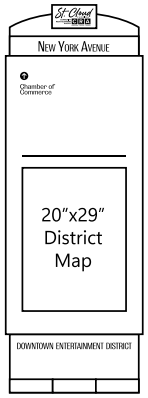
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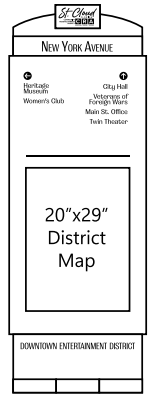
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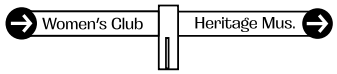
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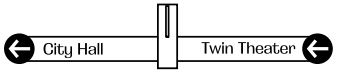
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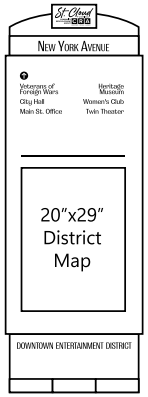
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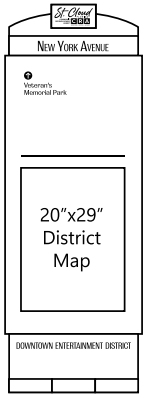
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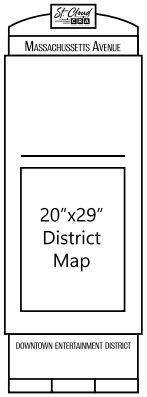
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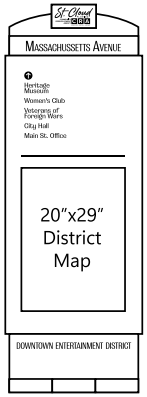
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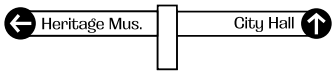
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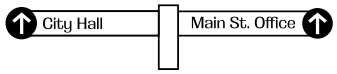
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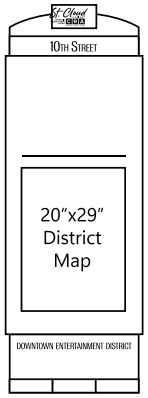
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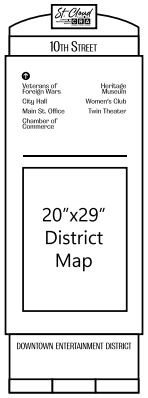
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H-014A



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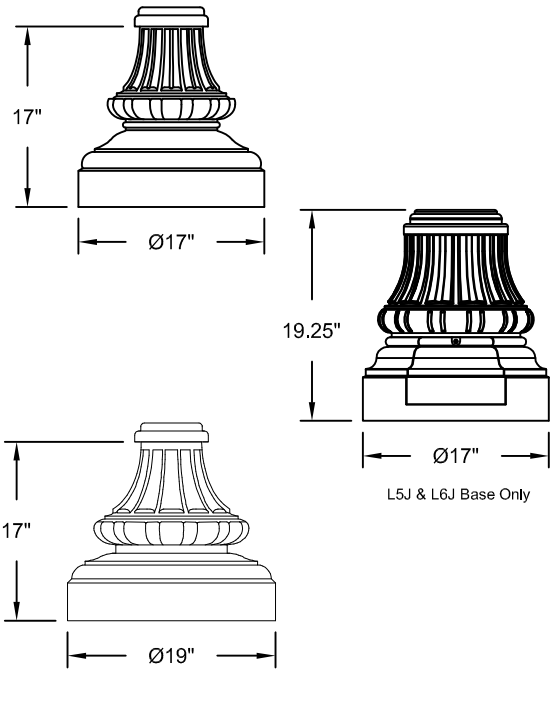




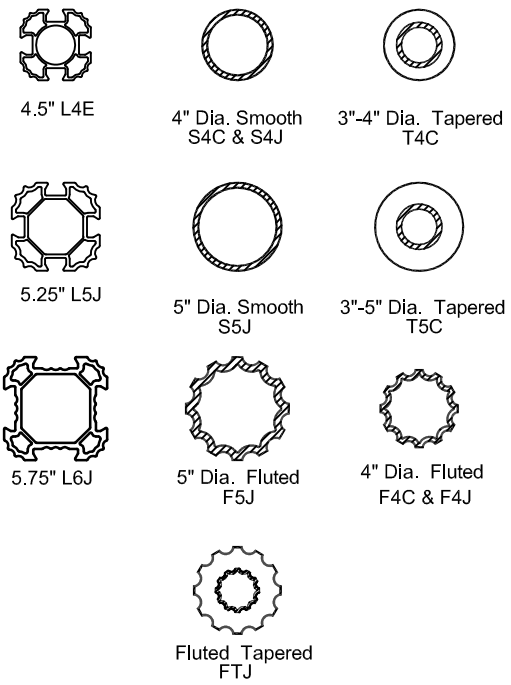
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Community Solutions Group
T (321) 319.3075
A.Kimelton@gaiconsultants.com



Shaft Style



WADSWORTH™ Aluminum Pole

Architectural Outdoor

ORDERING INFORMATION:

WD	A			
Post	Material	Height		Shaft Style
WD = Wadsworth	A = Aluminum	08 = 8'	15 = 15'	Cast Pole
		09 = 9'	16 = 16'	08 = 8'-0"
		10 = 10'	17 = 17'	10 = 10'-0"
		11 = 11'	18 = 18'	12 = 12'-0"
		12 = 12'	19 = 19'	14 = 13'-7"
		13 = 13'	20 = 20'	
		14 = 14'	21 = 21'	
			22 = 22'	

FTJ = Fluted Tapered (Cast), .25
F4C = 4" DIA. Fluted, .125 Wall
F4J = 4" DIA. Fluted, .25 Wall
F5J = 5" DIA. Fluted, .25 Wall
L4E = SiteLink 4.5" Fluted, .156 Wall
L5J = SiteLink 5.25" Fluted, .25 Wall
L6J = SiteLink 5.75" Fluted, .25 Wall
S4C = 4" DIA. Smooth, .125 Wall
S4J = 4" DIA. Smooth, .25 Wall
S5J = 5" DIA. Smooth, .25 Wall
T4C = 3" to 4" DIA. Tapered, .125 Wall
T5C = 3" to 5" DIA. Tapered, .125 Wall

Base	Tenon		Mounting	Finish	
17 = 17" Round (TMP-85) (L4E = TMP-40009) (L5J & L6J = TMP-40010)	P01 = POLE CAP	P12 = 3" O.D. X 12" LG.	ABG = Anchor Bolts Galvanized Steel	BK = Black	GR = Gray
19 = 19" Round (TMP-98)	P05 = 3" O.D. X 4" LG.	P13 = 3" O.D. X 8" LG.	LAB = Less Anchor Bolts	BD = Dark Blue	PP = Prime Painted
	P07 = 3" O.D. X 3" LG.	P14 = 3" O.D. X 14" LG.	DBB = Direct Burial Base Galvanized Steel	BZ = Bronze	SL = Silver
	P08 = 3" O.D. X 5" LG.	P15 = 3.5" O.D. X 8" LG.		GH = Graphite	WH = White
	P09 = 3" O.D. X 6" LG.	P16 = 4.5" O.D. X 10" LG.		GN = Green	
	P10 = 3" O.D. X 9" LG.	PT1 = VGC Plate			
	P11 = 4.38 O.D. x 12" LG.				
	(3" O.D. = ACTUAL SIZE IS 2.88" O.D.)				

Accessories

WDA17BRKWYKITXX = BREAKAWAY KIT

Options

EXXXY² = Provision for eye bolt.
LXXXY² = Large provision.
RXXXY² = Receptacle provision.
SXXXY² = Small provision.
FGB = GFI receptacle in base

SPECIFICATIONS

DESCRIPTION
The lighting post shall be all aluminum, one-piece construction, with a classic tapered and fluted base design.

MATERIALS
The base and fluted tapered cast shaft shall be heavy wall, cast aluminum produced from certified ASTM 356.1 ingot per ASTM B-179-95a or ASTM B26-95. The straight shafts shall be extruded from aluminum, ASTM 6061 alloy, heat treated to a T6 temper. The tapered shaft shall be extruded from aluminum, ASTM 6063 alloy, spun to a tapered shape, then heat treated to a T6 temper. All hardware shall be tamper resistant stainless steel. Anchor bolts to be completely hot dip galvanized.

CONSTRUCTION
The shaft shall be double welded to the base casting and shipped as one piece for maximum structural integrity. The shaft shall be welded inside the base casting at the top of the access door, and externally where the shaft exits the base. All welding shall be per ANSI/AWS

DIMENSIONS
The post shall be X'- XX" in height with a 17" or 19" diameter base. The shaft diameter shall be XX". At the top of the post, an integral tenon with a transitional donut shall be provided for luminaire mounting.

INSTALLATION
The post shall be provided with four, hot dip galvanized L-type anchor bolts. A door shall be provided in the base for anchorage and wiring access. A grounding screw shall be provided inside the base opposite the door.

² - Replace "XXX" with height from grade (inches), can be up to 3 digits. Must use whole numbers. Leading zeros are not used. Replace Y with orientation from hand hole (A=0, B=90, C=180, D=270). Add multiple provisions as necessary to cover each location. Must validate EPA restrictions for banners.

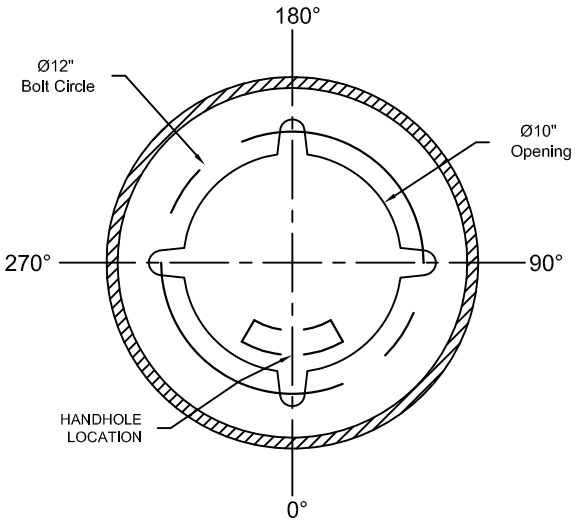
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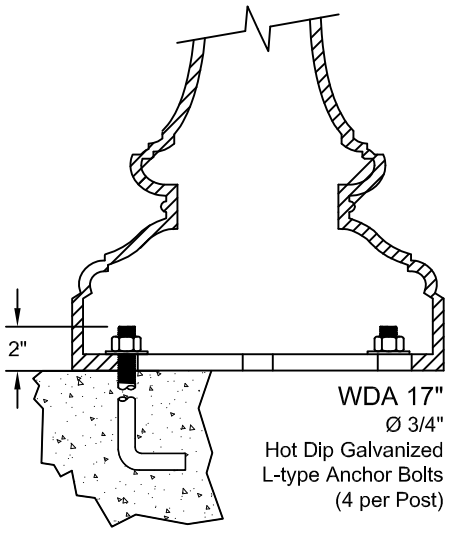
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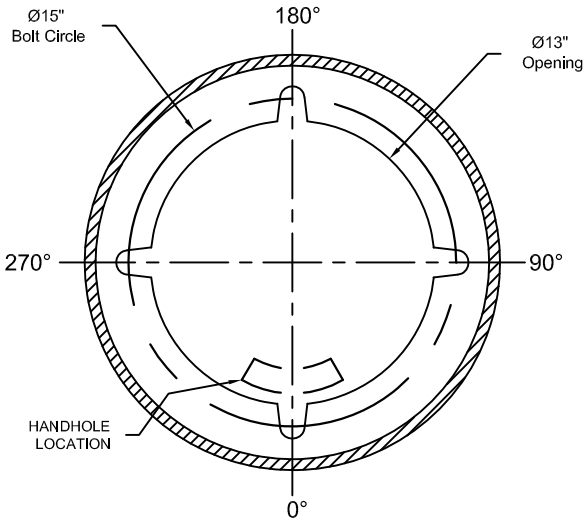
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DWG #:	POL_WDA

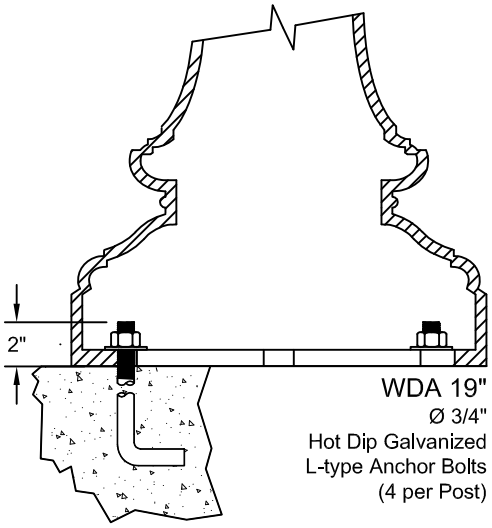
ANCHORAGE GUIDE



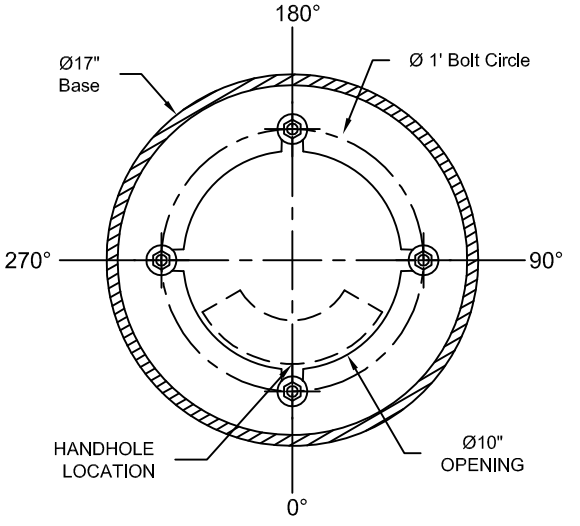


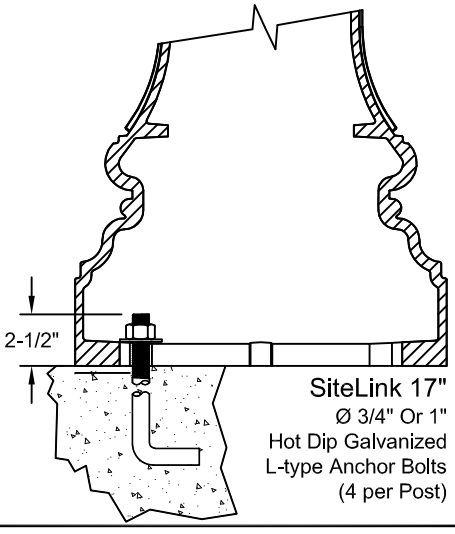
WDA 17"
Ø 3/4"
Hot Dip Galvanized
L-type Anchor Bolts
(4 per Post)





WDA 19"
Ø 3/4"
Hot Dip Galvanized
L-type Anchor Bolts
(4 per Post)





SiteLink 17"
Ø 3/4" Or 1"
Hot Dip Galvanized
L-type Anchor Bolts
(4 per Post)

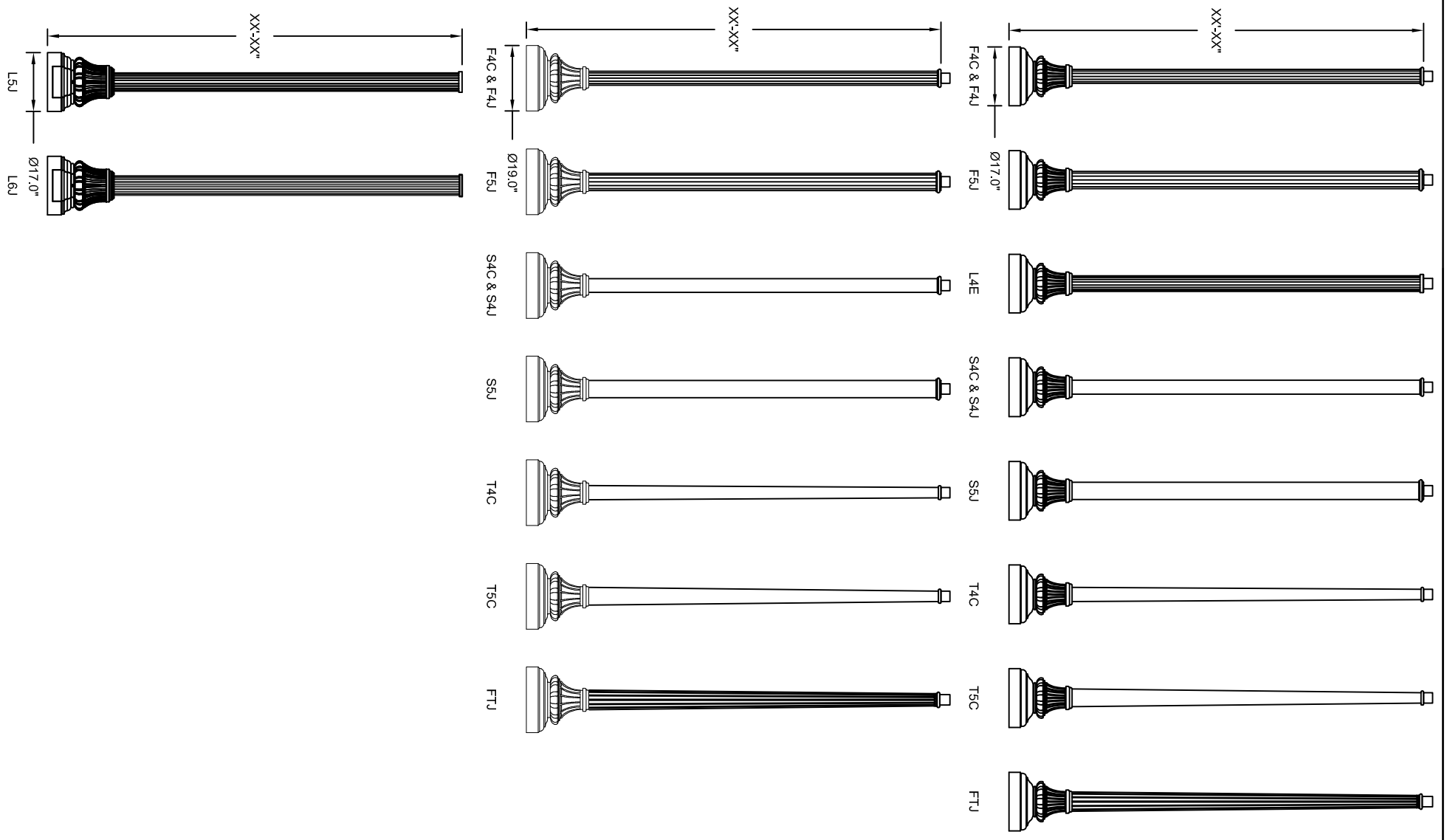
WADSWORTH™
Aluminum Pole
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DWG #:	POL_WDA



ORDER #:	
TYPE:	
DRAWN:	KRW
DATE:	10/3/13
DWG #:	POL_WDA

3 of 3

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Architectural Outdoor

WADSWORTH™

Aluminum Pole

RESOLUTION NUMBER 2026-049R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, ENTERING INTO AN AGREEMENT WITH OSCEOLA COUNTY AND PULTE HOME COMPANY, LLC FOR THE DESIGN, ENGINEERING FEES, ACTUAL CONSTRUCTION COSTS, AND CONVEYANCE OF RIGHT-OF-WAY OF BLUEBIRD GROVES PARKWAY, A FRAMEWORK ROAD ADJACENT TO THE AMELIA GROVES PROPERTY BOUNDARY FOR MOBILITY FEE CREDITS; AUTHROZING THE MAYOR TO EXECUTE THIS AGREEMENT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in Section 3 of the agreement, the Developer agrees to design, engineer, and construct Bluebird Groves Parkway, a framework Road as set forth in Exhibit "A" of the agreement for mobility fee credits; and

WHEREAS, the Developer has conveyed to the Jurisdictions portions of the right of way (the "ROW") which are needed in order to construct Bluebird Groves Parkway in return of mobility fee credits or cash to be determined solely by the Jurisdiction as set forth in Section 5 of the agreement; and

WHEREAS, the Jurisdictions have determined that the costs associated with the construction of the identified framework road and the value of the right-of-way conveyances are eligible for mobility fee credits consistent with the City's Mobility Fee Schedule approved by Ordinance 2024-30 and Resolution no. 2024-176R effective June 18, 2025.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, as follows:

SECTION I. The City Council of the City of St. Cloud hereby approves an agreement with the Developer for Bluebird Groves Parkway as set forth in Exhibit "A" of the agreement to provide mobility fee credits.

SECTION II. The City Council of the City of St. Cloud hereby approves an agreement with the Developer for the conveyance of right-of-way in exchange to provide mobility fee credits.

SECTION III. The City Council of the City of St. Cloud, hereby approves and authorizes the Mayor to execute the Agreement set forth in Exhibit "A" hereto.

SECTION IV. This resolution shall take effect immediately upon adoption by the City Council.

PASSED AND ADOPTED this 9th day of April 2026.

CITY OF ST. CLOUD

_____

Christian B. Robertson, Mayor

ATTEST:

_____

Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED.
deBeaubien, Simmons, Knight, Mantzaris & Neal, LLP

_____

Daniel F. Mantzaris, City Attorney

Pursuant to Section 695.26 (3) (f), this instrument is exempt from Chapter 695, F.S

Return To:

Nelson Mullins Riley & Scarborough LLP
Attn: Jo O. Thacker, Esquire
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801

ROADWAY IMPROVEMENTS AGREEMENT
BLUEBIRD GROVES PARKWAY

THIS AGREEMENT (this "**Agreement**") is made and entered into as of the Effective Date (defined below) by and among the **CITY OF ST. CLOUD, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 1300 9th Street, St. Cloud, FL 34769 (the "**City**"), **OSCEOLA COUNTY**, a political subdivision of the State of Florida, whose address is 1 Courthouse Square, Suite 1100, Kissimmee, Florida 34744 (the "**County**"), **PULTE HOME COMPANY LLC**, a Michigan limited liability company, whose address is 3350 Peachtree Road Northeast, Suite 1500 Atlanta, Georgia 30326 (or any subsequent successors or assigns, including successors-in-title, either individually or collectively, which may include a community development district or districts for portions of the Property as described herein, as the context requires or permits, the "**Developer**" or "**Owner**") and **AMELIA GROVES HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation, whose address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (the "**HOA**"). The City and County may be collectively referred to as the Jurisdictions or Jurisdiction. Developer/Owner, City, and County may be collectively referred to as the Parties.

RECITALS:

A. Developer has developed the residential development known as Amelia Groves (formerly known as Tyson Property) which included dedicating a portion of Bluebird Groves Parkway right of way to Osceola County. Bluebird Groves Parkway, as more particularly shown on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Roadway Improvements**", is a framework road intended to be designed, permitted and constructed and to extend from Pine Grove Road to Nova Road.

B. Developer has completed all infrastructure improvements required under any approvals to develop Amelia Groves. In an effort to assist the City, County and Osceola School Board (as defined below) with optimizing the access for the High School, Developer has agreed to facilitate the design, permitting, and construction of the Roadway Improvements and stormwater drainage (the "**Project**")) in return for mobility fee credits.

C. In furtherance of the development of the Project, the parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions under which Mobility Fee Credits will be provided to the Developer for the full cost of the Project.

D. The City and County identify Bluebird Groves Parkway as a framework road in its Comprehensive Plans and recognize its importance to the overall City and County transportation network.

E. The City and County agree to each provide mobility fee credits to the Developer as shown in **Exhibit "B".**

F. The City and County have each adopted regulations establishing a mobility fee assessment to offset the Jurisdictions' cost of providing new identified framework roads, as amended from time to time (the "Mobility Fee Ordinance").

G. Each Mobility Fee Ordinance contains provisions allowing for the award of credits for developer funded construction and conveyance of right-of-way for transportation facilities which mitigate impact from development.

H. The School Board of Osceola County ("School Board") is constructing a high school adjacent to Bluebird Groves Parkway ("High School"), which High School requires Bluebird Groves Parkway for vehicular access.

I. The School Board is entering into a separate agreement with the City, County and another developer ("Center Lake Properties, LLC" or "CLP") in order to provide additional right of way for Bluebird Groves Parkway ("MOU").

J. Pursuant to the MOU, the School Board will convey to the City property for a stormwater pond for Bluebird Groves Parkway (the "City Stormwater Pond").

K. The Jurisdictions have determined that the entire costs associated with the design, permitting, construction and inspections of the Project and the value of the right-of way conveyances by the Developer are eligible for mobility fee credits in accordance with each of the Mobility Fee Ordinance or cash and as further set forth in this Agreement.

L. The Jurisdictions haves further determined that reimbursement of mobility fee credits or cash at the discretion of the applicable Jurisdiction and other obligations pursuant to this Agreement serve a proper public benefit and will further the goals, objectives and policies of each Jurisdiction's Comprehensive Plan.

M. The parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions under which Mobility Fee Credits will be provided to reimburse the Developer for full cost of the Project including any right of way conveyed previously by the Developer that has not been reimbursed by either Jurisdiction.

N. The parties agree that to meet certain timelines it will be necessary to expedite review of plans.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged by the parties hereto, the parties agree as follows:

1. **Recitals.** All of the recitals contained herein are true and correct and are incorporated herein and made a part hereof by this reference.

2. **Effective Date.** This Agreement shall become effective upon the execution of this Agreement by the parties, using the last date of execution as the Effective Date.

3. **Roadway Improvements**. The Parties agree that Bluebird Groves Parkway is critical for the overall County and City transportation network and will increase capacity for each jurisdiction's transportation network. Developer agrees to construct the Project, subject to other terms of this Agreement. Bluebird Groves Parkway shall be constructed in phases as set forth in **Exhibit "A"**. The Developer agrees to construct the Roadway Improvements as a two-lane divided roadway with shoulders, a single wide pathway, median curbs, curb and gutters, and planting strip typical section as set forth in **Exhibit "C".** It is anticipated that a concrete median and driveway modification may be required in the Pine Grove Road right-of-way which shall be included in the Project. The right-of-way parcel 03-26-31-3569-0001-00D0 for Bluebird Groves Parkway has been previously dedicated to Osceola County by the Developer and parcel 03-26-31-0000-0022 by "others". The County shall be responsible for the Bluebird Groves Parkway roadway improvements from the west property line of Amelia Groves neighborhood to Pine Grove Road as shown on **Exhibit "A"**. The HOA shall provide a sidewalk easement to the County over a portion of parcel 03-26-31-3569-0001-00I0, the form of which is attached hereto and incorporated herein as **Exhibit "H"** (the "**Sidewalk Easement**").

The design for a portion of the Project will be completed by the County and the cost is estimated to be approximately $368,843.00. The right of way the Developer has previously dedicated or conveyed for the Roadway Improvements is 2.793 acres. The area of the stormwater pond located on the Amelia Groves property required to accommodate that portion of the Roadway Improvements is 0.766 acres. The Developer shall be entitled to reimbursement in the form of mobility fee credits or cash, at the option of the Jurisdictions, for the right of way previously conveyed to the County and stormwater capacity used within the Amelia Groves pond, which shall be based upon $70,000 per acre (collectively, the "ROW Costs"). The ROW Costs are Two Hundred Forty-Nine Thousand One Hundred Thirty and 00/100 Dollars ($249,130.00). There are no costs to the Developer or credits due to the Developer associated with the right-of-way previously dedicated to the County by other developers or the cost of the right-of-way and stormwater management area granted to the City by the School District of Osceola County.

The Jurisdictions shall provide all required right of way for the construction of the Project that is not already in the name of the City or County, as applicable. The Jurisdictions further grant a temporary construction easement over all right-of-way and stormwater ponds in order to construct the Project. The HOA consents to the expansion of the City Stormwater Pond onto the future City property and will provide a stormwater pond easement to the City, the form of which is attached hereto and incorporated herein as **Exhibit "I"** (the "**Stormwater Pond Easement**"). As there is an existing turnout for Bluebird Groves Parkway which generally aligns with the typical section and the parties agree the modifications to the residential driveway and striped median at the intersection of Pine Grove Road and Bluebird Groves Parkway illustrated in **Exhibit "G"**, additional right-of-way at this intersection is not anticipated to be acquired in order to complete the design, permitting, and construction of Bluebird Groves Parkway. In the event there is right of way necessary, the County shall, at its expense, acquire right of way at Pine Grove Road and Bluebird Groves Parkway as needed for the construction of the intersection improvements. The Jurisdictions agree that Developer shall not be required to improve the intersection at Pine Grove Road and Bluebird Groves Parkway if the adequate right of way is not in place or acquired within six months of the Effective Date of this Agreement. Developer shall coordinate with the Jurisdictions for the design, permitting, mitigation, construction and inspection services of the Project as provided in Subsection 5(D) below, including, but not limited to, all associated stormwater management areas, sidewalks, lighting, landscaping, inspections and certification costs, as more particularly shown on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "**Construction Costs**"), as public facilities, recognizing that such stormwater management areas may be joint use areas, as already existing in the Amelia Groves development. Design for Bluebird Groves Parkway shall include a right- in, right-out curb cut as approximately depicted in **Exhibit "G"**. The Developer shall obtain all necessary regulatory approvals and permits required to construct the Project and shall comply with all applicable local, state and federal regulations and requirements, (the "**Applicable Law**"). The County shall provide 100% design documents for the design of the Roadway Improvements to the School Board to facilitate the conveyances anticipated in the MOU. The appropriate Jurisdiction agrees to cooperate with and timely provide any agent authorizations or other permitting forms which may be applicable. It is anticipated that, and Developer shall use commercially reasonable efforts to allow for Phase 1 of the Project, which is the City's responsibility, as depicted in **Exhibit "A"** to be completed no later than July 1, 2026, in order for the School Board's High School to open on time, but in no event shall Phase 1 be substantially completed later than August 1, 2026 Osceola County shall be responsible to construct a temporary 22'wide two lane roadway from the school's entrance to Pine Grove Road prior to May 1, 2026 provided the SFWMD permit is received by March 1, 2026 Substantial completion shall mean paved with temporary striping. The County and City shall expedite and prioritize its review and approval of the Project and the Temporary Access. The Developer shall be entitled to receive a construction management fee in the amount of five (5%) of the estimated construction costs as set forth in **Exhibit "B"** for a total amount estimated at $150,393.03, plus 5% of any and all expenses associated with the design, permitting, materials, and installation costs of the OUC streetlights. In the event the scope and/or costs are increased by the written approval of the parties, the construction management fee will also be increased by 5% of the increased scope and/or costs. In the event the scope and/or costs are decreased by the

written approval of the parties, the construction management fee will also be decreased by 5% of reduced scope and/or costs. This fee shall be paid in mobility fee credits.

The County shall cause the completion of 30%, 60%, 100%, and Final Design documents. The designer shall provide an updated cost estimate at 90% design documents. Should the cost estimate provided at 90% design documents exceed that provided in Exhibit "B", the jurisdictions shall provide approval prior to proceeding to Final Design documents. Prior to solicitation of construction bids, the Jurisdictions shall approve the Final design documents, bid specifications, bid tabs, and proposed construction contract documents (bid documents).

The Developer shall seek construction bids from a minimum of three contractors licensed to construct the Roadway Improvements with plans that are at least 60% and have received initial comments from South Florida Water Management District and shall provide those bid(s) in a sealed envelope to the County Manager or designee for opening, review and approval. The County Manager or designee shall coordinate with the City Manager or designee to attend the bid opening, open the bids, and declare a low bidder upon review of the bids and confirmation the bids comply with the bid documents. During the construction agreement, the Jurisdictions shall review and approve any change order to the construction agreement.

Should one or both of the Jurisdictions not approve the plans, costs estimates, bids, and/or change orders, the Developer shall stop work on the dissenting jurisdictions phase of the Roadway Improvements and dissenting Jurisdiction(s) shall issue credits in accordance with Section 5 method of Reimbursements for work completed to the date. If one of The Jurisdictions decides to proceed with the Jurisdiction's Roadway Improvements, then that phase of the Roadway Improvements shall proceed in accordance with this Agreement.

Should the County stop work on Phase 2 of the Roadway Improvement, the County will add the Phase 2 Roadway Improvements to the County's 5 Year Transportation Capital Improvement Program.

The parties agree that Phase 1 will be completed prior to Phase 2 being started.

Temporary striping shall be permitted upon substantial completion of any Phase.

4. **Utilities.** To the extent necessary, the Parties agree to cooperate and coordinate with each other to review the planning of the utilities in sufficient capacities to serve the greater service area. If it is determined that incorporation of utilities in the design and construction of the Project will jeopardize meeting the completion of construction for the opening of the School, the Project will be completed without utilities. Developer shall not be responsible for the costs of installation or usage of any utilities except electric for streetlights through Orlando Utility Commission (OUC), including without limitation, water, sewer, reclaimed utilities, cable or internet. In the event utilities are required as part of the plan review process, it shall be the Jurisdictions' responsibility to pay for any costs related to utilities. If OUC is delayed in providing

the streetlights, this project will not be held up for substantial completion. The Developer shall be reimbursed by the Jurisdictions for the costs of the streetlights.

5. **Method of Reimbursement.**

A. City and County Mobility Fee Accounts. The Jurisdictions will establish separate mobility fee accounts (the "**Mobility Fee Account**") for the benefit of the Developer pursuant to this Agreement, as a means of accounting for all mobility fee credits. Based on the calculations set forth in Section 3 above, the estimated amount of mobility fee credits which the Developer shall be entitled to for right of way in the amount of $249,130.00 and Construction Costs is estimated to be $1,956,105.61 for the County and $1,725,390.92 in construction costs for the City as more particularly described in **Exhibit "B"**.

The Project is adjacent to the City and contiguous to two Osceola County Mobility Fee districts. The Parties agree that the mobility fee credits can be used in the southeast mobility fee district and the northeast mobility fee district or City mobility fee zone depending on which Jurisdiction issues the mobility fee credits. . Upon receipt of an assignment of mobility fee credits from the Developer to any applicant, the Jurisdictions shall deduct the applicable credits from the Developer's Mobility Fee Credit Account and shall accept such credits as payment for such applicant's mobility fees.

B. Construction Costs. The Developer shall receive mobility fee credits from the appropriate Jurisdiction by delivering to that Jurisdiction a certification of the actual Construction Costs prepared by the Developer's engineer indicating the percentage of work completed through the date of certification. The certification shall be accompanied by invoices for the actual expenditures and any other documentation substantiating the actual expenditures that the Jurisdiction may reasonably require. The Jurisdictions shall provide more specific instructions for processing the Reimbursement. Reimbursement for the Developer's actual expenditures for the Construction Costs shall be provided for by the Jurisdiction by crediting the Mobility Fee Account established pursuant to subpart A above. The mobility fee credits shall be available to the Developer upon inspection, approval and acceptance of any phase of the Roadway Improvements by the Jurisdiction, which shall not be unreasonably withheld, conditioned or delayed. The amount of the mobility fee credit provided for reimbursement shall be the full cost of the permitting, and construction as set forth in **Exhibit "B"**. The Developer shall use the Reimbursement form as set forth in **Exhibit "D"** attached hereto and incorporated herein. The Developer may file the Reimbursement form, together with highlighted plan set sheets showing the areas completed and the corresponding actual invoices, every thirty (30) days. The Jurisdictions agree to review completed reimbursement requests within thirty (30) days. Credits shall be made within ten (10) days of the approval of the reimbursement request.

C. Inspections. The Developer shall include CEI costs in the estimated engineer's costs, which shall not exceed 10% of the construction costs of the Jurisdictions' obligation (pro-rata share). The Developer will not pay additional inspection fees and will use one of the County's continuing contractors for this work. The Developer may seek reimbursement of all CEI costs. The scope of services to be provided is outlined in attached **Exhibit "E"** attached hereto and incorporated herein by this reference. The prime contractor for the CEI services shall

be pre-qualified by the Florida Department of Transportation. The subcontractors are not required to be pre-qualified by the Florida Department of Transportation.

D. Survey, Design, and Permitting. The County has retained Osceola Engineering, LLC in accordance with PS-20-11720-TP and County procedures to survey, design, and permit construction documents for Bluebird Groves Parkway. The cost for such services are anticipated not to exceed $450,000.00, which shall be paid by the County and reimbursed by the Developer, for which the Developer is entitled to mobility fee credits, either monthly or upon completion of said services. Upon receipt of payment, the County shall acknowledge payment and provide a notice to the Developer and City of the amount of mobility fee credits earned by the Developer, as more particularly described in Exhibit "B."

E. Maintenance Agreements**.** The County shall maintain the remaining portion of the sidewalk as provided in the Sidewalk Easement. The HOA is solely responsible for the maintenance of the pond with the City reimbursing the HOA for the percentage costs based on the capacity usage as provided in the Stormwater Pond Easement.

6. **On-Site Easements and Off-Site Easements.** The appropriate Jurisdiction agrees to provide the Developer with any necessary construction and maintenance easements that may be identified after the construction plans and permits have been completed for any Roadway Improvements included within this Agreement, to provide for the temporary construction access or easements, at no expense to the Developer and on a timely basis.

7. **Representations and Warranties of the Jurisdictions.** The Jurisdictions in addition to any other representations and warranties set forth herein, do hereby give and make the following representations and warranties, as of the date hereof, each of which is material and is being relied upon by Developer. All such representations and warranties are made to the best of the Jurisdictions' knowledge and belief.

A. The Jurisdictions have the full right, power, and authority to enter into this Agreement and to consummate the transactions contemplated herein and to perform all covenants and agreements of the Jurisdictions hereunder.

B. This Agreement has been validly approved by the Jurisdictions and has been duly executed and delivered by the Jurisdictions and the enforceability hereof is not subject to impairment on the basis of any public policy or police power.

C. The Jurisdictions acknowledge and agree that the obligations of Developer cannot be accomplished or completed without the involvement, joint participation and cooperation of certain other governmental entities that are not parties to this Agreement. Upon request by Developer and without any out-of-pocket expense to the Jurisdictions, the Jurisdictions will make reasonable efforts to assist Developer in acquiring all necessary, local, state, and federal permits, licenses, easements and other approvals to construct the improvements contemplated by this Agreement.

8. **Governing Law/Venue.** This Agreement, and all extensions, renewals, amendments, supplements, and modifications thereto, and all questions relating to the validity, interpretation, performance, or enforcement thereof shall be governed by and construed in accordance with 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. All legal disputes, proceedings, or actions 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. Each of the parties hereto warrants and represents that this Agreement is valid, binding and enforceable against each party and has been approved in accordance with the terms and conditions of Florida law.

9. **Notices.** All notices which are required or permitted under this Agreement shall be given to the parties by certified mail, return receipt requested, hand delivery or express courier and shall be effective upon receipt when delivered to the parties at the addresses set forth below (or such other addresses as provided by the parties by written notice delivered in accordance with this paragraph):

If to City:	City of St. Cloud Attn: Veronica Miller, City Manager 1300 9th Street St. Cloud, Florida 34769
With a copy to:	DeBeaubien, Simmons, Knight, Mantzaris & Neal, LLP Attn: Daniel Mantzaris 332 North Magnolia Avenue Orlando, Florida 32801
If to County:	Osceola County Attn: Don Fisher, County Manager 1 Courthouse Square, Suite 1100 Kissimmee, Florida 34741
With a copy to:	Osceola County Attorney's Office 1 Courthouse Square, Suite 4200 Kissimmee, Florida 34741
If to Developer:	PULTE Home Company LLC 4901 Vineland Road, Suite 460 Orlando, Florida 32811
With a copy to:	Nelson Mullins Riley & Scarborough LLP 390 N. Orange Ave. Suite 1400 Orlando, FL 32801

If to HOA: Amelia Groves Homeowners Association, Inc.
4901 Vineland Road
Suite 500
Orlando, Florida 32811

10. **Public Records.**

A. IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Public Records Coordinator
1 Courthouse Square, Suite 4700
Kissimmee, FL 34741
407-742-2395
PublicRecords@osceola.org

City of St. Cloud
1300 9th Street Building A
St. Cloud, FL 34769
407-957-7300
Ivy.llauro@stcloudfl.gov

B. The Developer 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 the Developer will act on behalf of the appropriate Jurisdiction, as provided under section 119.011(2), Florida Statutes, the Developer, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

a. Keep and maintain public records required by the Jurisdiction to perform the service.

b. Upon request from the Jurisdiction's custodian of public records, provide the Jurisdiction 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.

c. 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 Developer does not transfer the records to the Jurisdiction.

d. Upon completion of the Agreement, transfer, at no cost, to the Jurisdiction all public records in possession of the Developer or keep

and maintain public records required by the Jurisdiction to perform the service. If the Developer transfers all public records to the Jurisdiction upon completion of the Agreement, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of the Agreement, the Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Jurisdiction, upon request from the Jurisdiction's custodian of public records, in a format that is compatible with the information technology systems of the Jurisdiction.

e. If the Developer does not comply with a public records request, the Jurisdiction shall enforce the contract provisions in accordance with the Agreement.

11. **Audit.** In the performance of this Agreement, the Developer shall keep and maintain books, records and accounts of all activities related to this Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Developer for a period of three years after termination or completion of the Agreement or until the full Jurisdiction's audit is complete, whichever comes first. The Jurisdiction shall retain the right to audit the books during the three-year retention period. All books, records and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The Jurisdiction also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the Developer has the ability to fulfill their contractual obligations to the satisfaction of the Jurisdiction. The Jurisdiction has the right to terminate this Agreement based upon its finding in this audit.

12. **Litigation and Attorneys' Fees.** If any Party to this Agreement shall bring suit in connection with the enforcement or interpretation of any provisions hereof, each Party shall be responsible to pay its own costs and expenses of such litigation, including all attorney's fees.

13. **Time of Essence**. Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either Party hereto. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by either Party shall not be deemed to be a waiver of the future performance or satisfaction thereof or of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing.

14. **Execution and Counterparts.** To facilitate execution of this Agreement, the parties hereto agree that this Agreement may be executed and telecopied to the other parties and that the executed telecopy shall be binding and enforceable as an original; the parties agree to fully execute one original of this Agreement. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each Party, or that the signatures of all persons required to bind any Party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each Party, or that the signatures of the persons required to bind any Party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

15. **Captions and Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or content of this Agreement nor the intent of any provision hereof.

16. **Assignability**. The parties hereto acknowledge and agree that the Developer shall have the right to assign its rights and obligations under this Agreement in whole or part to any successors in title to all or any part of the Property and shall provide written notice to the City of any assignment; provided such Party expressly assumes in a separate written assignment the obligations stated herein. Upon such assignment and written notice thereof to all parties (i) the Developer hereunder shall thereupon be released and discharged from any and all obligations arising under this Agreement and (ii) such successor in title shall become the "Developer" under this Agreement, to the extent this Agreement is assigned in whole to such successor. The Jurisdictions will not accept or honor a third-party's claim to any rights, entitlements and development rights, except to the extent actually assigned by Developer to that third-party in a recorded assignment and only in accordance with the express terms of that assignment. The Jurisdictions acknowledge that Developer is the owner of all Entitlements that are not so assigned by Developer to a third-party.

Transferability. The Parties hereto acknowledge and agree that Developer shall have the right to assign and transfer mobility fee credits to third parties anywhere within the Northeastern Southeastern mobility fee district or anywhere within the City depending on the Jurisdiction in control at the time of transfer.

17. **Successors and Assigns Bound.** The rights and obligations contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, including any successor in title to the Developer to all or any part of the Property.

18. **Relationship.** This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between the Jurisdictions and Developer. Developer has no authority to act on behalf of, or otherwise obligate or bind, the Jurisdictions in any manner. Each Party hereby acknowledges that it is sophisticated and prudent in business transactions and is acting for its own account. Each Party has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each Party hereby

acknowledges that it is proceeding at its own risk and that the other Party is not acting as a fiduciary for or an adviser to it with respect to this Agreement or any responsibility or obligation contemplated herein.

19. **Personal Liability.** No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the County or the City in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the County or the City hereunder.

20. **Effect of Administrative Procedures.** Notwithstanding the adoption of any administrative procedures in respect of mobility fees or mobility fee credits or impact fees or impact fee credits by the Jurisdictions after the Effective Date of this Agreement, such procedures which are inconsistent with the provisions of this Agreement shall not be deemed to affect relevant portions of this Agreement, and this Agreement shall control as to such matters unless such changes inure to the benefit of Developer.

21. **Recording.** Developer shall be responsible for recording this Agreement (including all costs associated therewith) on the Property within the Public Records of Osceola County, Florida, within thirty (30) days of its execution.

22. **Indemnification.** The Developer, or its successor and assign, while constructing the Roadway Improvements contemplated under this Agreement agrees to be liable for any and all damages, losses and expenses incurred by the County or City, caused by the negligent acts and/or omissions of the Developer, or any of their employees, agents, contractors, representatives, volunteers, or the like. The Developer agrees to indemnify, defend, and hold the County and 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 grossly negligent acts and/or omissions of the Developer, or any of their employees, agents, contractors, representatives, volunteers, or the like.

23. **Severability.** All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. **Approvals.** Whenever any review or approval is required by any party, such party agrees that such review or approval will be promptly conducted and concluded. Moreover, each party agrees that it will act reasonably in exercising its review and approval functions hereunder and no approval shall be unreasonably delayed or withheld.

25. **Further Assurances.** Each Party hereto shall each take all such additional actions and execute and deliver all such additional documents and instruments as may be required in order to fully effectuate all actions contemplated by this Agreement.

26. **Integrated Agreement, Waiver, Modification.** This Agreement (together with the documents specifically referred to herein) represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in this Agreement and supersedes any and all prior or contemporaneous agreements, whether written or oral. This Agreement may not be modified or amended, nor may any provision contained herein be waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties hereto and to the detriment of the others, then the same must be in writing signed by all parties to whose detriment the modification, amendment or waiver inures.

27. **Employment Eligibility Verification (E-Verify).** Pursuant to Florida Statutes, Section 448.095, the Contractor shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the Contractor shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the Contractor stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the Contractor must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement without regard to any notice otherwise required herein. In the event the City or County incurs costs as a result of the Contractor's breach of this provision, any and all such costs shall be paid by the Contractor immediately upon receipt of notice of the same from the City or County. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

28. **Term.** The term of this Agreement shall begin on the Effective Date and shall remain in effect until such time as the Roadway Improvements have been completed or thirty (30) years, whichever is earlier, unless extended by a further agreement in writing by the parties, or their successors, and recorded in the Public Records of Osceola County, Florida.

29. **Force Majeure.** If for any reason or contingency beyond the reasonable control of either the Jurisdictions or the Developer, including, but not limited global pandemic, other pandemics, epidemics, public health emergencies, outbreak of a communicable disease, quarantines, state, the declaration of a state of emergency or imposition of any other act, rule or regulation, by a national, state, county, regional or local governmental authority, acts of God, fire, earthquakes, flood, natural disaster, catastrophe, act or threat of terrorism, accident, riot or civil commotion, supply chain disruptions, work stoppages, or other form of labor dispute, compliance with any order, ruling, injunction or decree by any court, tribunal or judicial authority of competent jurisdiction, or any other cause or condition, whether similar or dissimilar to the foregoing, (each a

"Force Majeure Event"), either party may upon notice, suspend efforts to complete any obligations contained in this Agreement while such Force Majeure Event continues. Once such Force Majeure Event no longer exists, both parties shall resume performance under this Agreement.

30. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties, their respective successors and assigns, and the School Board and nothing in this Agreement, express or implied, is intended to or shall be deemed to confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

31. **Estoppel Certificate.** Each party shall from time to time, upon reasonable request from another Party, execute, acknowledge, and deliver to the requesting party, a certificate (which may be relied on for estoppel purposes only and shall not create any liability for damages) stating: (i) that the terms and provisions of this Agreement are unmodified and in full force and effect, or if modified, identifying the modification agreements; (ii) whether the certifying party has knowledge of any existing default hereunder by another Party, and if so, specifying the nature and extent of the default; and (iii) such other matters as may be reasonably requested.

32. **Liability of Successors.** Notwithstanding any other provision of this Agreement, on conveying a portion of the Property, Developer may expressly agree in a recorded writing that the third-party successor is obligated only for those obligations, liabilities, and requirements of this Agreement that the third-party successor expressly assumes in writing (which assumption shall be deemed to include at a minimum all obligations, liabilities, and requirements that directly affect or require the successor's land). If Developer records such an agreement, the other Parties shall look solely to Developer for those obligations, liabilities, and requirements the third-party successor did not expressly assume.

33. **Maintenance Bond.** A maintenance bond in the form attached hereto and incorporated herein as **Exhibit "F"** shall be provided upon the acceptance of each road segment.

34. **Interlocal Agreement**. The City and County acknowledge they each recently approved an interlocal agreement for transportation. Both Jurisdictions agree that the interlocal agreement approved by the Jurisdictions provided for the transference of mobility fee credits earned and unused. The parties agree that mobility fee credits shall not be diminished or reduced upon transfer from the County to the City. By way of example, if one million dollars ($1,000,000) of earned and unused mobility fee is available for application prior to annexation and is transferred by the County to the City upon annexation, the same one million dollars ($1,000,000) of earned and unused mobility fee credit will be available for application to development within the City.

35. **Annual Review**. The County and City shall review the land subject to this Agreement at least once every 12 months to determine if there has been demonstrated good faith compliance with the terms of the Agreement. If the County or City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of the Agreement, the Agreement may be revoked or modified by the County or City.

36. **Time of Essence**. Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either Party hereto. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by either Party shall not be deemed to be a waiver of the future performance or satisfaction thereof or of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing.

37. **Representations and Warranties of Developer.** Developer, in addition to any other representations and warranties set forth herein, does hereby give and make the following representations and warranties, as of the date hereof, each of which is material and is being relied upon by the Jurisdictions. All of such representations and warranties are made to the best of Developer's knowledge and belief.

A. Developer has the full right, power and authority to enter into this Agreement and to consummate the transactions contemplated herein and to perform all covenants and agreements of Developer hereunder.

B. Based upon Developer's knowledge and belief, the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by Developer of any provision of any agreement or other instrument to which Developer is a Party nor shall it result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Developer.

C. Developer further represents and warrants that no one was paid a fee, commission, gift or other consideration by Developer as an inducement to entering into this Agreement.

Each and every one of the foregoing representations and warranties shall be true and correct as of the Effective Date of the Agreement.

38. **No Development Risk by Jurisdictions.** No development risk shall be assumed by the City or County as a result of the entering into this Agreement.

39. **Sovereign Immunity**. Nothing in this Agreement shall be construed as a waiver of the County's or City's sovereign immunity or of any right or limits of liability under Florida law.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]

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

DATED this _____ day of _____ 2026.

"CITY"

ATTEST:

CITY OF ST. CLOUD, FLORIDA

_____
Ivy Llauro, City Clerk

_____
Christian B. Robertson, City Mayor

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

DATED this _____ day of _____ 2026.

"COUNTY":

ATTEST:
OSCEOLA COUNTY CLERK
OF THE BOARD

BOARD OF COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA

By:_____

By:_____
Name: _____
Chair/Vice Chair

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

_____

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

DATED this _____ day of _____ 2026.

"**DEVELOPER**"

Signed, sealed and delivered
In the presence of:

PULTE HOME COMPANY LLC.
a _____ limited liability company

_____
Witness #1

_____
Printed Name

By:_____
Name:_____
Title: _____

Address:

_____

_____

_____
Witness #2

_____
Printed Name:

Address:

_____

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of _____ 2026, by _____, as _____ of PULTE HOME COMPANY LLC a _____ limited liability company on behalf of the company, who is ☐ personally known to me or ☐ who produced _____, as identification.

_____
(Notary stamp/seal) Notary Public

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

DATED this _____ day of _____ 2026.

"**HOA**"

Signed, sealed and delivered
In the presence of:

AMELIA GROVES HOMEOWNERS ASSOCIATION, INC.,
a Florida not for profit corporation

_____
Witness #1

_____
Printed Name

By:_____
Name:_____
Title: _____

Address:

_____

_____

_____
Witness #2

_____
Printed Name:

Address:

_____

_____

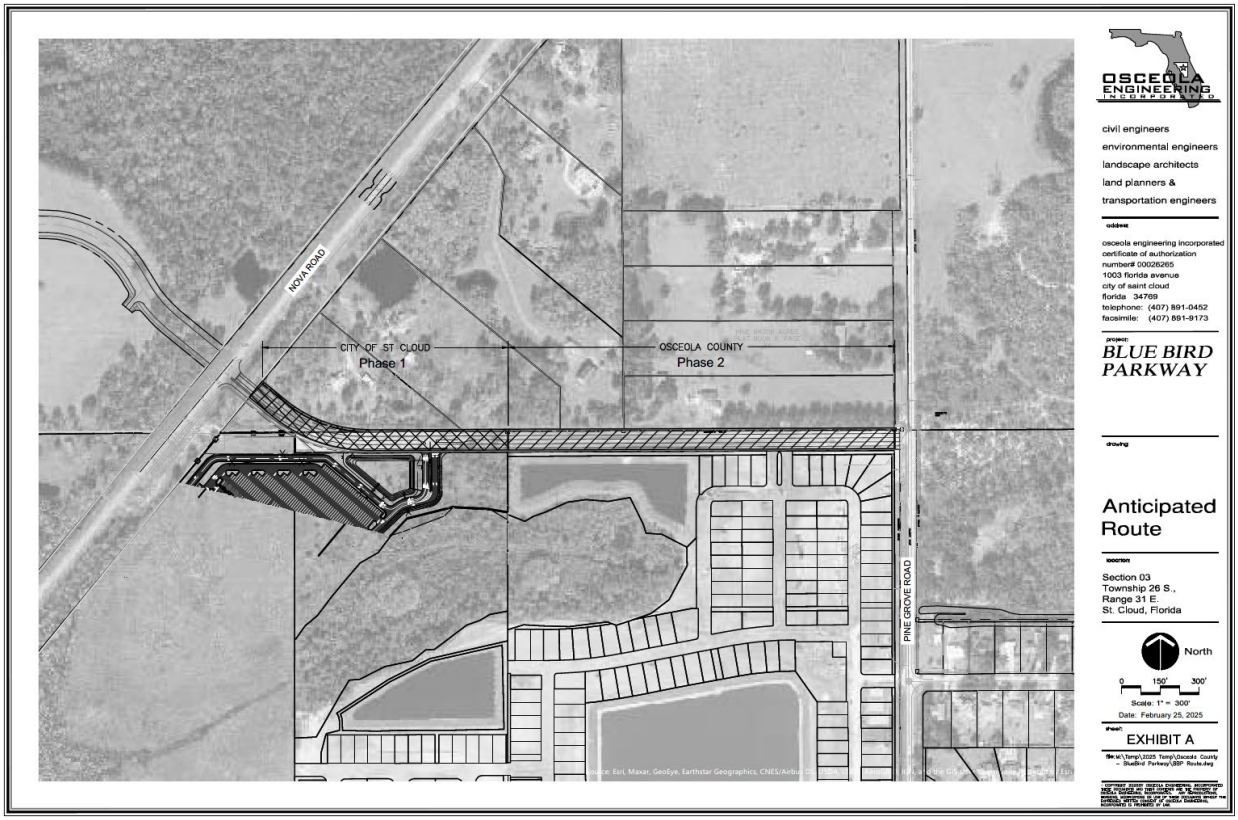
STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of _____ 2026, by _____, as _____ of AMELIA GROVES HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the company, who is ☐ personally known to me or ☐ who produced _____, as identification.

_____
(Notary stamp/seal) Notary Public

EXHIBIT A
Roadway Improvements Responsibility and Phasing



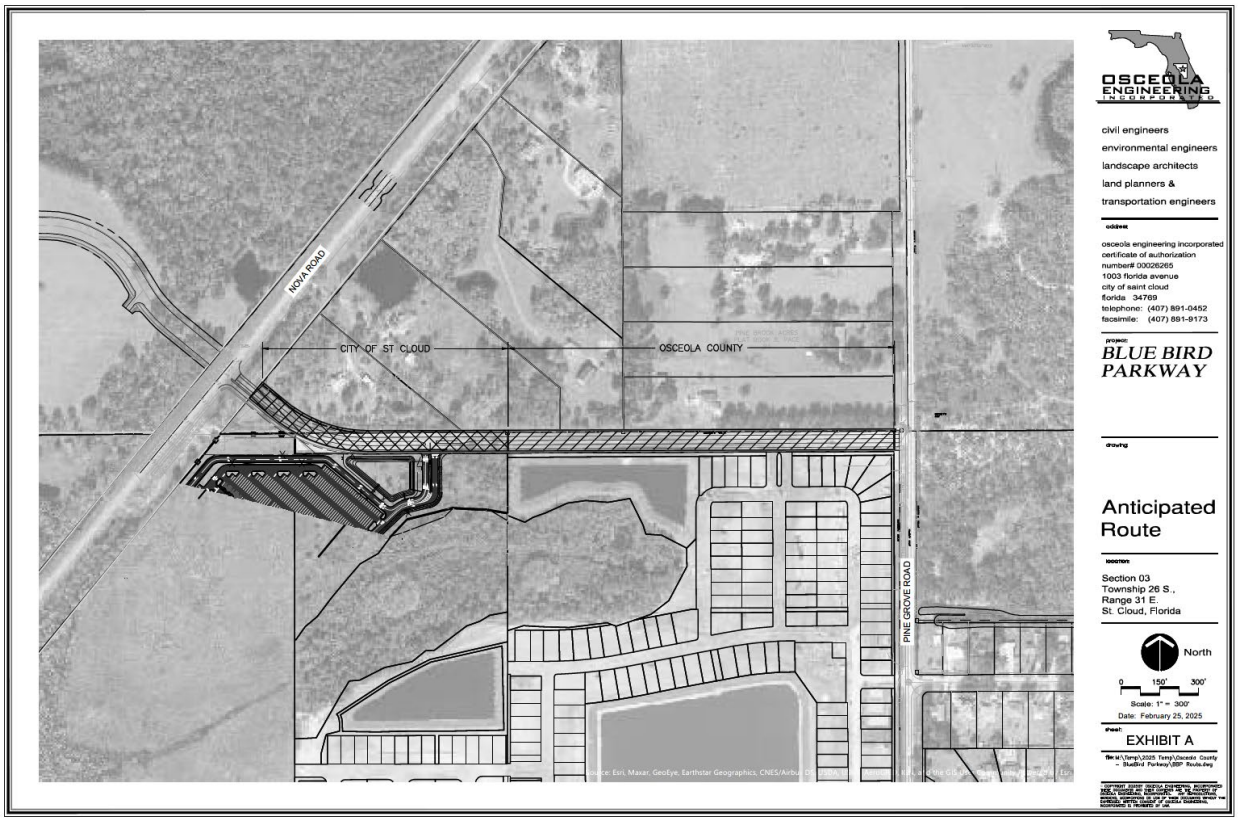

NOVA ROAD
CITY OF ST CLOUD
OSCEOLA COUNTY
PINE GROVE ROAD
OSCEOLA ENGINEERING INCORPORATED
civil engineers
environmental engineers
landscape architects
land planners &
transportation engineers
osceola engineering incorporated
certificate of authorization
number# 00026265
1003 florida avenue
city of saint cloud
florida 34769
telephone: (407) 891-0452
facsimile: (407) 891-9173
project:
BLUE BIRD PARKWAY
drawing
Anticipated Route
location:
Section 03
Township 26 S.,
Range 31 E
St. Cloud, Florida
North
0
150'
300'
Scale: 1" = 300'
Date: February 25, 2025
sheet:
EXHIBIT A

EXHIBIT B
Developer Mobility Fee Credit

EXHIBIT B 3/25/2026

Blue Bird Parkway Improvements

	Osceola County Segment				City of St. Cloud Segment				Full Roadway
General Conditions	Quantity	Units	Unit Cost	Total Cost	Quantity	Units	Unit Cost	Total Cost	Total Cost
Mobilization	1	LS	$ 50,000.00	$ 50,000.00	1	LS	$ 39,400.77	$ 39,400.77	$ 89,400.77
Erosion Control Maintenance	1	LS	$ 25,000.00	$ 25,000.00	1	LS	$ 19,700.39	$ 19,700.39	$ 44,700.39
Silt Fence	7500	LF	$ 1.50	$ 11,250.00	5910	LF	$ 1.50	$ 8,865.17	$ 20,115.17
Inlet Protection	10	EA	$ 300.00	$ 3,000.00	8	EA	$ 300.00	$ 2,364.05	$ 5,364.05
Construction Entrance	1	EA	$ 8,500.00	$ 8,500.00	1	EA	$ 8,500.00	$ 8,500.00	$ 17,000.00
				$ 97,750.00				$ 78,830.38	$ 176,580.38
Earthwork*	Quantity	Units	Unit Cost	Total Cost	Quantity	Units	Unit Cost	Total Cost	Total Cost
Clear, Grub, Disc Site	2.793	AC	$ 2,350.00	$ 6,563.55	2.201	AC	$ 2,350.00	$ 5,172.18	$ 11,735.73
Pond Dewatering	1	LS	$ 75,000.00	$ 75,000.00	1	LS	$ 99,425.49	$ 99,425.49	$ 174,425.49
Excavation Cut to Fill	8771	CY	$ 3.69	$ 32,364.99	17557	CY	$ 3.69	$ 64,785.27	$ 97,150.26
Move & Place Fill	8771	CY	$ 2.55	$ 22,366.05	17557	CY	$ 2.55	$ 44,770.31	$ 67,136.36
Fine Grade Disturbed area	7500	SY	$ 1.35	$ 10,125.00	12434	SY	$ 1.35	$ 16,785.39	$ 26,910.39
Rough Grade Pavement Box	6875	SY	$ 0.62	$ 4,262.50	5418	SY	$ 0.62	$ 3,358.92	$ 7,621.42
Sod Pond Slopes	6875	SY	$ 3.50	$ 24,062.50	12434	SY	$ 3.50	$ 43,517.68	$ 67,580.18
* Only oversizing for BBP included in Amelia Groves Units				$ 174,744.59				$ 277,815.24	$ 452,559.83
Paving & Concrete	Quantity	Units	Unit Cost	Total Cost	Quantity	Units	Unit Cost	Total Cost	Total Cost
Striping & Signage	1	LS	$ 6,242.68	$ 6,242.68	1	LS	$ 4,919.33	$ 4,919.33	$ 11,162.01
12" Stabilized Subgrade (LBR 40)	8675	SY	$ 9.00	$ 78,075.00	6836	SY	$ 9.00	$ 61,524.31	$ 139,599.31
8" Limerock Base	6455	SY	$ 23.50	$ 151,692.50	5087	SY	$ 23.50	$ 119,536.04	$ 271,228.54
2.5" Sp12-5 Asphalt	6455	SY	$ 21.65	$ 139,750.75	5087	SY	$ 21.65	$ 110,125.75	$ 249,876.50
A Curb	2795	LF	$ 23.25	$ 64,983.75	2203	LF	$ 23.25	$ 51,208.20	$ 116,191.95
F Curb	2975	LF	$ 22.20	$ 66,045.00	2344	LF	$ 22.20	$ 52,044.48	$ 118,089.48
10' wide Sidewalk	1450	LF	$ 85.00	$ 123,250.00	1143	LF	$ 85.00	$ 97,122.91	$ 220,372.91
6" Driveway	40	LF	$ 65.00	$ 2,600.00	32	LF	$ 65.00	$ 2,048.84	$ 4,648.84
				$ 632,639.68				$ 498,529.85	$ 1,131,169.53
Storm Improvements	Quantity	Units	Unit Cost	Total Cost	Quantity	Units	Unit Cost	Total Cost	Total Cost
12" x 18" ERCP	32	LF	$ 65.00	$ 2,080.00	25	LF	$ 65.00	$ 1,639.07	$ 3,719.07
18" RCP	506	LF	$ 70.50	$ 35,673.00	399	LF	$ 70.50	$ 28,110.88	$ 63,783.88
24" RCP	645	LF	$ 95.50	$ 61,597.50	508	LF	$ 95.50	$ 48,539.78	$ 110,137.28
36" RCP	915	LF	$ 183.00	$ 167,445.00	721	LF	$ 183.00	$ 131,949.25	$ 299,394.25
Type J Manhole	2	EA	$ 6,245.93	$ 12,491.86	2	EA	$ 6,245.93	$ 12,491.86	$ 24,983.72
Type P-6 Inlet	10	EA	$ 7,885.00	$ 78,850.00	10	EA	$ 7,885.00	$ 78,850.00	$ 157,700.00
12"x18" MES	2	EA	$ 2,135.00	$ 4,270.00	2	EA	$ 2,135.00	$ 4,270.00	$ 8,540.00
Storm Control Structure	0	EA	$ -	$ -	1	EA	$ 8,700.00	$ 8,700.00	$ 8,700.00
24" MES	1	EA	$ 3,500.00	$ 3,500.00	1	EA	$ 3,500.00	$ 3,500.00	$ 7,000.00
30" MES	1	EA	$ 5,465.00	$ 5,465.00	1	EA	$ 5,465.00	$ 5,465.00	$ 10,930.00
Concrete Endwall	1	EA	$ 38,868.61	$ 38,868.61	1	EA	$ 38,868.61	$ 38,868.61	$ 77,737.22
				$ 410,240.97				$ 362,384.45	$ 772,625.42

EXHIBIT B

3/25/2026

Land Area	Quantity	Units	Unit Cost	Total Cost	Quantity	Units	Unit Cost	Total Cost	Total Cost
Stormwater Pond Oversizing	0.766	AC	$ 70,000.00	$ 53,620.00	0.000	AC	$ 70,000.00	$ -	$ 53,620.00
ROW Dedication	2.793	AC	$ 70,000.00	$ 195,510.00	0.00	AC	$ 70,000.00	$ -	$ 195,510.00
				$ 249,130.00				$ -	$ 249,130.00

***Land Purchase Agreement per acre cost

***City acreage not included in mobility fee credit calculations below.

Design & Permitting	Quantity	Units	Unit Cost	Total Cost	Quantity	Units	Unit Cost	Total Cost	Total Cost
Surveying (design level, layout & as-builts) (1)				$ 42,000.00				$ 33,000.00	$ 75,000.00
Geotechnical Fees (design level & density) (1)				$ 42,000.00				$ 33,000.00	$ 75,000.00
Engineering Fees (design & construction admin) (1)				$ 206,552.08				$ 162,290.92	$ 368,843.00
				$ 290,552.08				$ 228,290.92	$ 518,843.00

Permitting Application Fees (1)	Quantity	Units	Unit Cost	Total Cost	Quantity	Units	Unit Cost	Total Cost	Total Cost
Application Fees				$ -				$ 4,400.00	$ 10,000.00
CEI Services (2)				$ 141,844.37				$ 111,449.15	$ 253,293.52
Construction Administration Services (3)				$ 84,220.09				$ 66,172.93	$ 150,393.03
Performance Bond Fees (4)				$ 88,652.73				$ 69,655.72	$ 158,308.45
Maintenance Bond Fees (5)				$ 35,461.09				$ 27,862.29	$ 63,323.38
				$ 350,178.29				$ 279,540.08	$ 635,318.37

Total Cost	**Osceola County**			**$ 2,205,235.61**	**City of St. Cloud**			**$ 1,725,390.92**	**$ 3,930,626.53**
Eligible Mobility Fee Credits (includes Land Area Cost)	**Osceola County**			**$ 2,205,235.61**	**City of St. Cloud**			**$ 1,725,390.92**	**$ 3,930,626.53**

Notes: (1) Osceola County paid for Survey, Geotechnical, Engineering, and Permitting Application Fees prior to the execution of this agreement, but reserves the right to be reimbursed by the developer and the developer receive mobility fee credits for such reimbursement.

(2) CEI Services = 10% cost of construction

(3) Construction Admin. = 5% cost of construction, CEI, Perf. & Maint. Bonds

(4) Perf Bond Fee = 5% bond premium (125% cost) for 1 year

(5) Maint. Bond Fee = 5% bond premium (25% cost) for 2 years

EXHIBIT C
Bluebird Groves Parkway Construction Plans

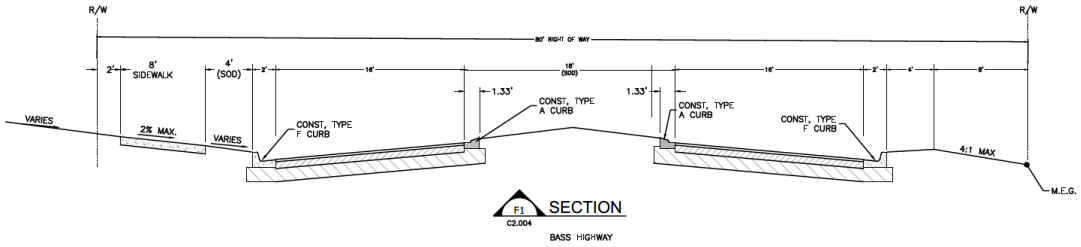
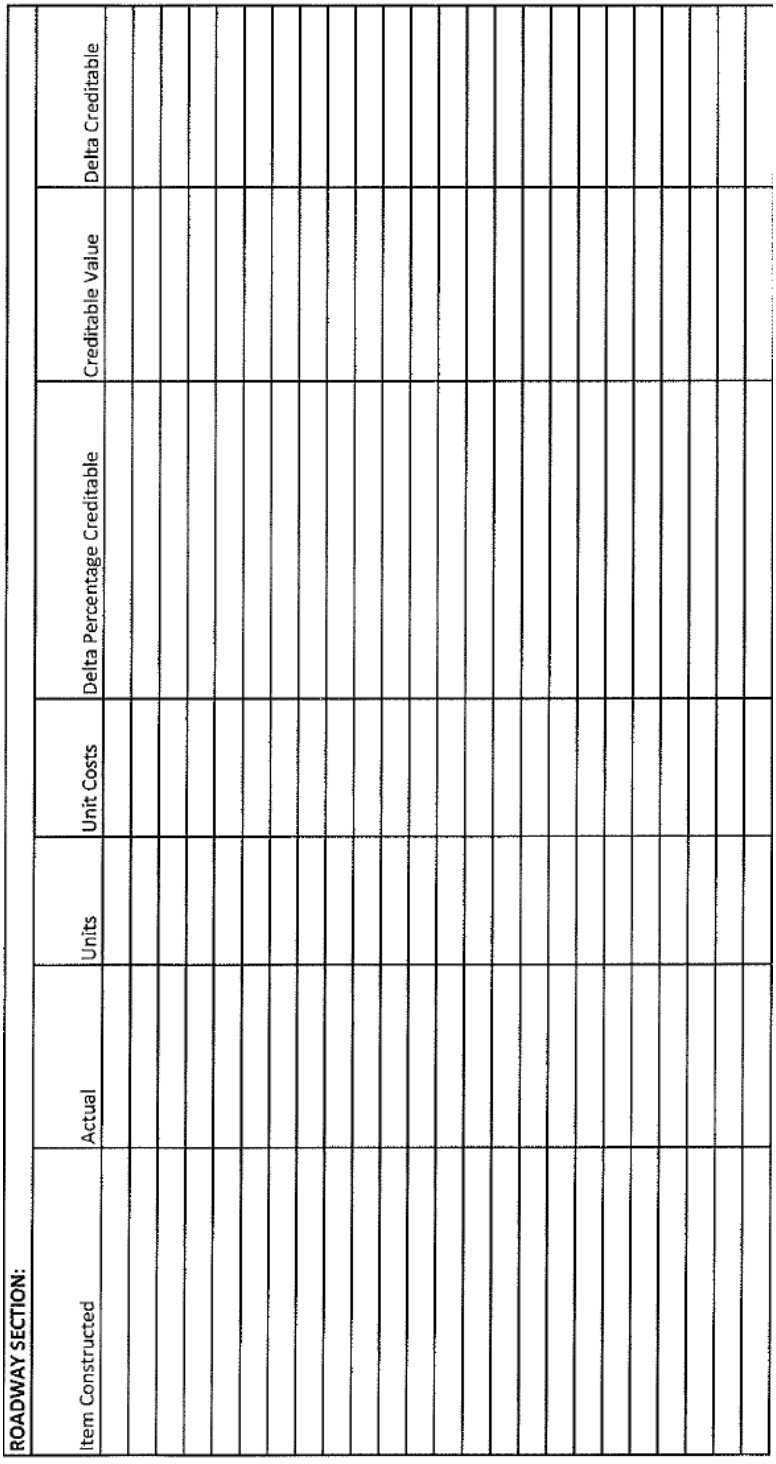


EXHIBIT D
Reimbursement Form



ROADWAY SECTION:							
Item Constructed	Actual	Units	Unit Costs	Delta Percentage Creditable	Creditable Value	Delta Creditable	

EXHIBIT E
CEI

The scope of services for this package includes but is not limited to:

- Erosion and sediment control compliance – to be performed weekly.
- Maintenance of traffic inspections – to be performed weekly and prior to implementation of new traffic patterns.
- Earthwork inspection and testing including excavation and embankment, roadway subgrades and roadway base. – 2 to 3 times per week. Check density log records. Perform subgrade and base depth checks, line and grade inspections prior to placement of pavements.
- Concrete structures inspection and testing – including culverts, bridges, and concrete flatwork – daily or as need for concrete element pre-pour inspections and during concrete pour operations.
- Storm drainage inspection and testing – 2 to 3 times per week.
- Lighting installation – 2 to 3 times per week.
- Its installation – 2 to 3 times per week.
- Signal installation incl foundations and commercial inspections – daily during drill shaft installation and 2 to 3 times per week during other signal operations. Quality control audit of commercial facility during production of signal structures.
- Pavement inspection – 2 to 3 times per week during installation of concrete or asphalt pavement.
- _____ (Add items as Needed)

The Services will begin on or about _____ and will extend approximately _____ days after final completion of construction. The accumulated length of services for the Project is estimated to be ____ days. The Consultant shall undertake the services outlined herein in general conformance with Florida Department of Transportation (FDOT) Guidelines. The Consultant shall provide direct communication lines with the Developer's Project Manager and the Jurisdiction's Construction Manager, to facilitate and expedite Project activities.

Consultant Services include the following.

1. Coordination with Developer / Jurisdiction / Contractor

1.1 Pre-construction Conference

Consultant shall attend a Pre-construction Conference attended by Contractor, Developer, the Jurisdiction's Construction Manager, the Engineer of Record, Relevant Utility Owners and others if desired as necessary. The purpose of the meeting will be to discuss procedures, scheduling, project coordination, maintenance of traffic, permitting and environmental issues, materials testing, etc. Responsibilities for each party at this meeting will be identified including insurance, permits, testing, inspection, etc.

1.2 Project Coordination and Administration

Consultant shall provide necessary Project coordination and administrative services to ensure a smooth progression of Project activities. Specific tasks include:

1.2.1 Coordination with Developer. Consultant shall coordinate with Developer all activities, correspondence, reports and other communications related to this Scope of Services to carry out its responsibilities to Developer. All consultant records are subject to monthly Developer review. Consultant shall provide a composite report at the end of the project. The Jurisdiction's

Construction Manager shall be copied on all project correspondence sent to the Developer.

1.2.2 Meeting Attendance – The CEI project manager or his designated representative will attend the Pre-construction Conference, an average of one (1) Progress Meeting per week with the contractor, and bi-weekly consultation sessions with the Developer's Representative. The Jurisdiction's Construction Manager shall be invited to all Developer's meetings.

1.2.3 Outstanding Issues Consultant will prepare special reports, as requested by the Developer, to provide analysis, evaluation, and recommendation on any outstanding issues as they relate to successful prosecution of work.

1.2.4 Requests for Interpretations – When Consultant desires interpretations of Project Documents, procedures, Contract requests for deviations, or suitability of climatic conditions to allow work to be performed, a Request for Interpretation will be issued in writing to the Developer.

1.2.5 Documentation of Deficiencies – Any materials failing to meet required tests or tolerances are to be so noted and highlighted in the documentation to be furnished by Consultant to the Developer. Retests and corrective actions taken for materials that initially failed will be so noted on the original from upon which it was reported. At the direction of the Developer, Consultant will photograph deficient or defective work of a significant nature, or completed work that will be buried or covered by subsequent work.

1.2.6 Prepare and Disseminate Reports – Consultant will prepare a Daily Report and Monthly Report and attach thereto all materials test results and other material documentation as may occur during the reporting periods. The Monthly Report will summarize the Daily Reports, offer clarifications thereof, and be written and endorsed by the Professional Engineer Registered in the State of Florida who is in responsible charge of the work performed. All reports and documentation will be of a form, file system, and distribution as approved by the Developer by the end of business the following day. All monthly reports will be delivered to the Developer within seven (7) days of the end of the month.

1.2.7 Overall Coordination – Consultant will coordinate with Developer at a level required to maintain complete and accurate records, facilitate scheduling of tests and inspections, and document significant changes to the Project due to materials-related issues.

1.2.8 Responsiveness – Consultant will offer timely response on all requests, especially the performance of testing and immediate notice of failed test results. Minimal notice may be given to schedule field testing; however, the Developer shall endeavor to obtain a 24-hour notice from Contractor. The Construction Engineering Inspection and Laboratory Consultant will be flexible and coordinate its efforts as necessary and as directed by the Developer to meet the demands of the Project as responsively as possible.

1.2.9 Construction Materials Investigations, Special Studies, & Projects – Consultant shall provide qualified personnel to perform Construction Materials Investigations, Special Studies and Projects in coordination with Developer which shall not cause any undue delays.

1.2.10 Project Documentation – Consultant will document their testing and inspection for the Project to be delivered upon acceptance of the project. This will include final review of the project final testing package.

2 Construction Materials Testing and Inspection

2.1 Project Personnel

Consultant shall provide sufficient certified personnel, equipment and supplies to perform the Services described herein. These Services may be provided directly by the Consultant, by an approved Sub-consultant, or by a combination of the two. In any case, all laboratory testing must be performed by a licensed materials testing laboratory. The Consultant shall be responsible for obtaining any and all proper licenses for equipment and personnel operating equipment when licenses are required.

2.2 Personnel Certifications

Consultant shall have personnel assigned to the Project who possess current CTQP certifications in FDOT construction procedures and other requirements as they apply to all construction elements of the Project for which the Consultant is providing services.

2.3 Equipment

Consultant shall maintain sufficient equipment, laboratory, and field apparatus, and supplies to perform all required inspections and materials sampling and testing. Consultant shall perform laboratory tests according to applicable specifications.

2.4 Project Documents

Consultant shall perform all Services in accordance with the provisions, parameters, and requirements as listed in the following documents, hereinafter referred to as the Project Documents:

2.4.1 Contract Documents for the Project, any and all Agreements, Contract Plans, FDOT Standard Plans, FDOT Standard Specifications, Special Provisions, FDOT Roadway and Traffic Design Standards, current edition; and Contractor submittals, including shop drawings, working drawings, catalogue cuts, and certifications.

2.4.2 FDOT Manual of Florida Sampling and Testing Methods, Materials Office, current edition and FDOT Field Sampling and Testing Manual, Materials Office, current edition.

2.4.3 American Association of State Highway and Transportation Officials (AASHTO) "Standard Specifications for Transportation Materials and Methods of Sampling and Testing", current edition.

2.4.4 FDOT Structures Design guidelines, current edition.

2.4.5 Consultant shall be cognizant of and at all times in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) for work in and around traffic. All cost of compliance will be considered incidental to other items of labor furnished.

2.5 Sample Testing and Reporting Guide

Consultant shall develop guide to detail the frequency of sampling and testing which shall be formatted similar to the FDOT Materials Sampling, Testing, and Reporting Guide (STRG), current edition to provide certification of materials for compliance with the Project Documents. When materials are borderline, or there is reason to suspect noncompliance with contract requirements, sampling and testing frequencies should be increased.

2.5.1 Testing of On-Site Construction Materials

Materials Testing Consultant and Laboratory shall coordinate testing required by direction of the Developer. Consultant shall perform services necessary to test materials at the job site to evaluate conformity with the Project Documents.

2.5.2 Earthwork - The Consultant shall sample and test embankments, sub-grades, bedding, excavation and backfill associated with all storm water systems, all wet wipe utilities, and with the construction of the roadways at the established frequencies. The Consultant shall review records of density tests necessary throughout the course of the work.

2.5.3 Roadbed Materials – The Consultant shall conduct visual inspection and of all sub-grade or stabilized sub-base, and base materials. The Consultant will perform depth check measurements, line and grade checks prior to placement of pavement.

2.5.4 Bituminous Materials – The Consultant will review pre-pave materials submittal for conformance with the contract, attend all pre-pave meetings, and review project records for all pavement materials.

2.5.5 Concrete Inspection Services - The Consultant shall conduct sampling and perform testing of concrete placed at the job site, in accordance with the FDOT Material Sampling, Testing and Reporting Guide. The Materials Testing Consultant shall provide compressive strength testing of concrete cylinders molded as well as any other laboratory test required in accordance with FDOT Materials Sampling, Testing and Reporting Guide. Consultant shall provide all manpower, equipment, and materials to perform the inspection and testing of concrete according to applicable specifications.

The Consultant shall perform concrete plastic properties tests and compressive cylinders for all structural concrete elements at a rate of one per $50yd^3$ or each day's production.

- The Consultant shall provide a CTQP/ACI Concrete Field Inspector responsible for quality control during all concrete placements.
- The concrete inspector shall review the concrete delivery ticket and determine that all of the information provided is correct prior to the discharge of concrete. The bridge inspector shall periodically review the tickets to ensure that the QC process is being performed effectively. Concrete that fails to meet the specifications upon delivery to the project shall be rejected.

Post Placement of Concrete

- The concrete inspector shall verify that the curing methods of the concrete are in the correct manner and for the duration called for in the plans and specifications.
    - After forms are removed, the concrete inspector shall inspect the product(s) for deficiencies including cracking, settlement, bug holes, spalls, et cetera. Thorough documentation of inspections of the product(s) will be performed periodically throughout the project including date, time, weather and the printed and signed name of the inspector in permanent field book.
    - The Consultant shall monitor the anticipated date of the strength specimen breaks from the concrete inspector's laboratory on an appropriate concrete tracking log. Results from the laboratory shall be delivered within 24 hours upon completion of the testing (weekends excluded).

3 Quality Control Plan:

Within fifteen (15) days after issuance of the Notice to Proceed, the Consultant shall furnish a Quality Control (QC) Plan to the Developer. The Quality Control Plan shall detail the procedures, evaluation

criteria, and instruction to the organization to ensure conformance with the Agreement. Significant changes to the work requirements may require the Consultant to revise the Quality Control Plan. It shall be the responsibility of the Consultant to keep the Quality Control Plan current with the work requirements. The Consultant's Quality Control Plan shall demonstrate how all inspections, sampling, testing, and reporting efforts are to be checked and back checked on a continual basis throughout the construction project.

The Plan shall include, but not be limited to, the following areas:

3.1 Organization

- A description is required of the Consultant's Quality Control Organization and its functional relationship in performing the work under the Agreement. The authority, autonomy, and responsibilities shall be detailed, as well as the names and qualifications of personnel in the Quality Control Organization.

3.2 Quality Control Reviews

- The Consultant shall detail methods used to monitor and assure compliance of the organization with the contract requirements for services and products.

3.3 Proposed Quality Assurance Records

- The types of records, which will be generated and maintained by the Consultant during the execution of the Quality Control Program, shall be outlined.

3.4 Control of Sub-consultants

- The methods used by the Consultant to control the quality of services of the lower tiered Sub-consultants shall be detailed and complete. Sub-consultants are not required to be FDOT certified.

3.5 Quality Assurance Certification

- The responsible Engineer of the Consultants firm will be required to certify that all tests performed and reported have been prepared and checked in accordance with any applicable test methods, good engineering practices, and represent quality product.

3.6 Quality Assurance Records

- The Consultant shall maintain adequate records of the quality assurance actions performed by the organization (including lower tiered Sub-consultants), in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to the Developer upon request during the term of the Agreement but at least monthly. All records shall be kept at the primary project office site. **The Consultant shall prepare and submit all documentation, including but not limited to, Reports, Inspection reports, Offsite Inspection reports, etc. and submit to the Developer.** All records are subject to audit review.

END PROJECT SCOPE OF SERVICE

EXHIBIT F
Maintenance Bond Form

BY THIS BOND WE, _____ as "PRINCIPAL," with a business address of _____, and telephone number _____, and as "SURETY," with a business address of _____, and telephone number _____, are bound to Osceola County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, herein "COUNTY," in the sum of _____, for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the above-named PRINCIPAL has constructed improvements in connection with the approval of a plat of a certain area of land within Osceola County known as _____, Section _____, Township _____, Range _____, and has agreed as a condition to that approval of the said plat by the COUNTY, to maintain all required, approved, and/or dedicated IMPROVEMENTS, which consists of, but are not necessarily limited to, roads, drainage, sewer and water lines, and all other improvements delineated per the County-approved cost estimate dated _____, in connection with the above said plat, herein IMPROVEMENTS.

NOW THEREFORE, THE CONDITION OF THIS BOND is that if, for a period of _____ years, commencing on the date of acceptance by the Board of County Commissioners of this bond for the IMPROVEMENTS, PRINCIPAL:

1. Shall in all respects comply with the Land Development Code, and all other applicable Federal and State laws and COUNTY ordinances, codes, regulations, terms, and conditions pertaining to the approval and maintenance of the IMPROVEMENTS of the said plat. These conditions being more specifically the maintenance of all required, approved, or dedicated roads, storm drainage, and/or other IMPROVEMENTS to be COUNTY-maintained, which were installed in connection with the said plat, to the satisfaction of the County Administrator or his designee; and

2. Repairs or replaces all IMPROVEMENTS which are found by the COUNTY Engineering Services Director or his designee, not to comply with Federal and State laws and COUNTY ordinances, codes, regulations, terms, and conditions pertaining to the approval of the said plat, or which are found to be deficient in materials, workmanship, or structural integrity under COUNTY, State or Federal regulations, whichever may be applicable or industry standards; and

3. Submits a written request for an inspection of IMPROVEMENTS to the Osceoal County Project Management Division not before ninety (90) days prior to the termination of the completion of the two (2) year maintenance period, or any different time agreed to by the Board of County Commissioners; and

4. Pays all costs and expenses incurred for or incidental to compliance with the requirements of this bond and the Land Development Code.

THEN this obligation shall be void. Otherwise, it remains in full force and effect.

THE SAID SURETY, for value received, hereby stipulates and agrees that no charge involving an extension of time, alteration, or additions to the terms of the IMPROVEMENTS to be made hereunder, or in the plans, specifications, and schedules covering the same, shall in any way affect the obligation of the said SURETY on this bond, and the SURETY does hereby waive notice of any such changes.

IT IS FURTHER understood that should the COUNTY be required to institute legal proceedings in order to collect any funds under this bond, venue shall be exclusively in Osceola County, Florida, and PRINCIPAL shall be responsible for any and all attorney's fees and court costs incurred by the COUNTY.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused these presents to be duly executed this _____ day of _____, _____.

PRINCIPAL: _____

BY: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

_____The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this _____ day of _____, 202__, by _____, as _____ of _____, a Florida limited liability company, on behalf of said company. He/she is personally known to me or has produced _____ as identification (if left blank, then personally known to me).

(Notary Seal)

_____
(Signature of Notary Public)

_____
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

SURETY: _____

BY: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

_____The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this _____ day of _____, 202__, by _____, as _____ of _____, a Florida limited liability company, on behalf of said company. He/she is personally known to me or has produced _____ as identification (if left blank, then personally known to me).

(Notary Seal)

_____
(Signature of Notary Public)

_____
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

EXHIBIT "G"

Approximate Location of Curb Cut on Bluebird Groves Parkway

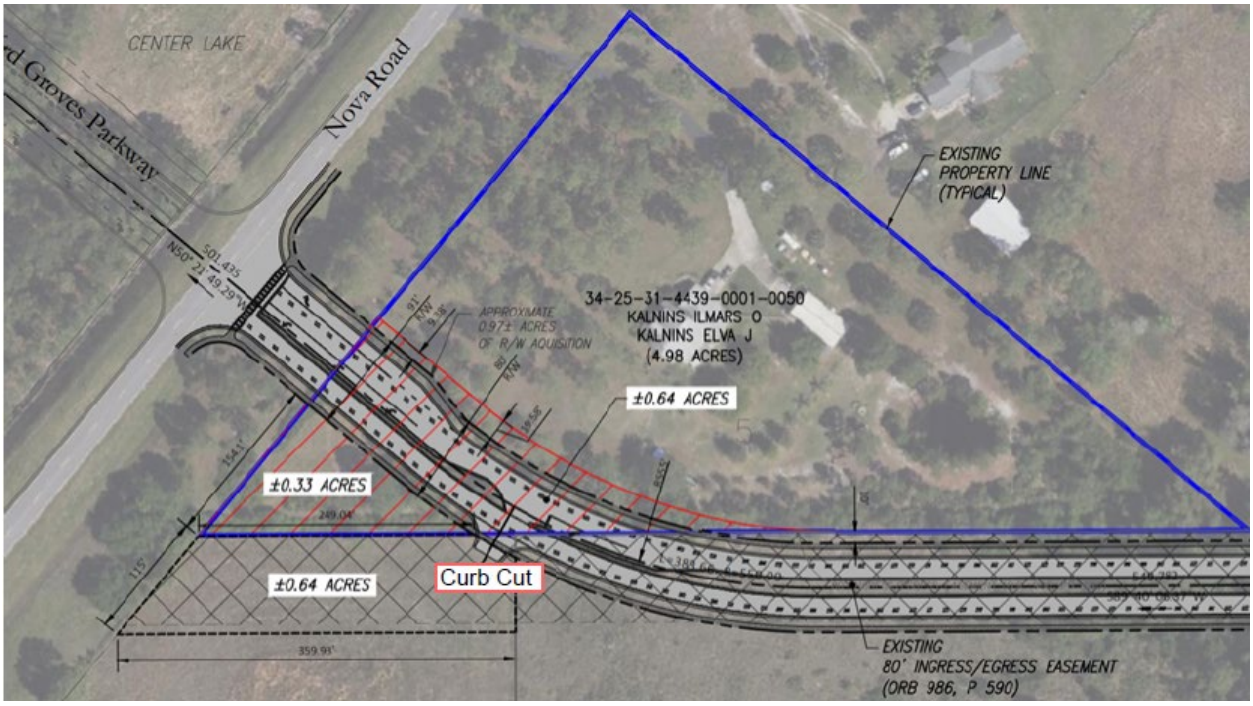


EXHIBIT "H"

Sidewalk Easement

Prepared by and Return To:

Jo O. Thacker, Esq.
Nelson Mullins Riley & Scarborough LLP

390 N. Orange Ave., Suite 1400

Orlando, Florida 32801

Parcel ID No.: 03-26-31-3569-0001-00I0

SIDEWALK EASEMENT AGREEMENT

THIS **SIDEWALK EASEMENT AGREEMENT** (the "**Agreement**") is made effective as of this _____ day of _____, 2026 by **AMELIA GROVES HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation, whose address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (the "**HOA**"), in favor of **OSCEOLA COUNTY,** a charter county and political subdivision of the State of Florida, whose address is 1 Courthouse Square, Suite 4200, Kissimmee, Florida 34741 ("**County**"). HOA and County are sometimes together referred to herein as the "**Parties**", and separately as the "**Party**").

W I T N E S S E T H :

WHEREAS, HOA is the owner of certain real property located within the Osceola County identified by Osceola County Parcel ID number 03-26-31-3569-0001-00I0, as more particularly depicted and/or described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**HOA Property**"), which includes certain portion of property noted as a sidewalk along Bluebird Groves Road and marked on Exhibit "A" (collectively, the "**Easement Area**").

WHEREAS, HOA desires to grant and convey certain easements to County over the Easement Areas.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

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

2. **Sidewalk Easement**. HOA hereby grants to County, for the benefit of the public, a non-exclusive perpetual easement for access and pedestrian ingress and egress, over, across, and upon the sidewalk located within the Easement Areas (the "**Sidewalk**").

3. **Maintenance of Sidewalk.** County shall be responsible for keeping the Sidewalk in good condition and repair at all times. In the event that the County fails to maintain the Sidewalk, HOA, in addition to any other remedies it may have available at law or in equity: (a) shall have the right, but not the obligation, to exercise self-help if such failure to maintain is not cured within thirty (30) days of receipt of written notice by the County of such failure; and (b) shall have the right to collect any actual costs incurred by HOA.

4. **Beneficiaries of Easement Rights/Binding Effect**. The easements and obligations set forth in this Agreement shall be binding on HOA and inure to County and shall be covenants running with the title to the Easement Area.

5. **Non-Exclusivity.** The easements contained herein shall be non-exclusive**,** provided, however, that **HOA** and its successors and assigns shall be permanently prohibited from hindering, obstructing, removing, or interfering with operation, functioning, maintenance, or repair of the Sidewalk or associated appurtenances. To the extent that **HOA** and its successors and assigns, hinder, obstruct, remove or interfere with the operation, functioning, maintenance, or repair of the Sidewalk or associated appurtenances (collectively, "Interference"), **HOA**, or its successors or assigns shall be liable for any and all expenses and damages related to the Interference.

6. **Severability**. If any provision of this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof and any other application thereof shall not in any way be affected or impaired, and such remaining provisions shall continue in full force and effect.

7. **Governing Law**. This Agreement shall be construed, interpreted and enforced in accordance with the internal laws of the State of Florida, without regard to the conflict of laws principles thereof. Jurisdiction and venue for any legal proceedings hereunder shall be in the federal and state courts in Osceola County, Florida.

8. **Enforcement**. Each Party shall have the right to specifically enforce the obligations of the other Party to this Agreement. If there is any action at law or in equity filed to enforce this Agreement, each party shall pay for its own attorney's fees and costs.

9. **Miscellaneous; Recitals**. As used in this Agreement, the singular shall include the plural, the plural shall include the singular, as the context may require. The headings are for convenience only and shall not be interpreted to impart any meaning to the text. The recitals set forth above are correct and are incorporated herein.

10. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

11. **Modification**. This Agreement cannot be amended except by written instrument executed by the Parties and recorded in the public records of Osceola County, Florida.

12. **Entire Agreement**. This Agreement contains the complete understanding and agreement of the Parties with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

13. **Covenants Running with the Land**. Except as otherwise set forth in this Agreement, all provisions of this Agreement, including the benefits and burdens of the same, are covenants which shall run with the land and shall inure to, and bind, the properties described herein, and County's heirs, legal representatives, successors and assigns.

14. **Further Assurances**. The Parties shall execute and deliver, or cause to be executed and delivered, such additional or further agreements, or other instruments, as may be required to evidence the agreement herein contained and the transactions contemplated hereunder.

15. **No Waiver**. Neither the failure of any Party to exercise any power given to such Party hereunder or to insist upon strict compliance by the other Party with their obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof, shall constitute or be construed as or deemed a waiver of a Party's right to demand exact compliance with the terms hereof. No waiver of any breach of this Agreement shall be held, construed, or deemed to constitute a waiver of any other or subsequent breach, unless expressly stated in writing to be charged with such breach.

16. **JURY WAIVER**. EACH PARTY WAIVES RIGHT TO A JURY IN ANY LITIGATION IN CONNECTION WITH THIS AGREEMENT, THE EASEMENTS AND/OR THE RIGHTS GRANTED BY THIS AGREEMENT.

[SIGNATURES AND ACKNOWLEDGMENTS ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Signed, sealed and delivered in the presence of:

HOA:

AMELIA GROVES HOMEOWNERS ASSOCIATION, INC.,
a Florida not for profit corporation

_____
Name:_____

Address: _____
_____

By:_____
Name:_____
Title: _____

_____
Name:_____

Address: _____
_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of □ physical presence or □ online notarization, this ___ day of _____, 202__, by _____, as _____ of AMELIA GROVES HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the company, who is □ personally known to me or □ has produced _____ as identification.

NOTARY SEAL

Notary: _____

Print Name: _____

Notary Public, State of _____

My Commission Expires: _____

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

DATED this _____ day of _____ 2025.

"COUNTY":

ATTEST:
OSCEOLA COUNTY CLERK
OF THE BOARD

BOARD OF COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA

By:_____

By:_____
Name: _____
Chair/Vice Chair

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

_____

EXHIBIT A

HOA Property

Depiction of Sidewalk

Parcel ID: 032631356900010010

Links

Owner Information

Parcel ID:
03-26-31-3569-0001-0010

Owner(s):
AMELIA GROVES HOA INC

Mailing Address:
4901 VINELAND RD STE 500 ORLANDO FL 32811

Request change of mailing address

Property Address:
0 GROVELINE RD SAINT CLOUD FL 34771

Primary Use:
RESIDENTIAL COMMON ELEMENTS/AREA VAC (Code: 0901)

Tax District:
100 - ST CLOUD

Legal Description

View the original recorded plat



EXHIBIT "I"

Stormwater Pond Easement

PREPARED BY AND RETURN TO:
Jo O. Thacker, Esq.
Nelson Mullins Riley & Scarborough LLP
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801

STORMWATER POND DRAINAGE EASEMENT AGREEMENT

THIS GRANT OF STORMWATER POND DRAINAGE EASEMENT AGREEMENT (this "**Agreement**") is made and executed this ___ day of _____, 2025, by **AMELIA GROVES HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation, whose address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (the "**HOA**") (hereinafter referred to as "**Grantor**") and **CITY OF ST. CLOUD, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 1300 9th Street, St. Cloud, FL 34769 (hereinafter referred to as "**Grantee**").

W I T N E S S E T H:

WHEREAS, Grantor is the owner of that certain parcel of real property located in Osceola County, Florida, being more particularly described on **Exhibit "A"** attached hereto and by this reference incorporated herein (the "**Grantor Property**"); and

WHEREAS, there is an existing retention pond for drainage located on Grantor Property ("**Retention Pond**"); and

WHEREAS, Grantee is or will be the owner of that certain parcel of real property located in the City of St. Cloud, Osceola County, Florida, being more particularly described on **Exhibit "B"** attached hereto and by this reference incorporated herein (the "**Grantee Property**"); and

WHEREAS, the Grantee Property is or will be improved **(the "Project")** and has inadequate land onsite to accommodate the stormwater drainage conveyance, retention, and treatment needs of the Project; and

WHEREAS, Grantee desires to obtain from Grantor, and the Grantor desires to grant to Grantee, its successors and assigns, a perpetual stormwater pond drainage easement for the sole purpose of the conveyance, retention, and detention of storm water run-off originating from the Grantee Property to accommodate the Project which easement is more particularly described on **Exhibit "C"** attached hereto and by this reference incorporated herein (the **"Stormwater Pond Easement Area**"); and subject to the terms and conditions set forth herein below.

NOW, THEREFORE, in consideration of the aforesaid premises, the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. Stormwater Pond Drainage Easement Grant. Grantor hereby grants and conveys to and for the benefit of the Grantee, as owner of the Grantee Property, and its agents, contractors, successors and assigns (the "**Easement Beneficiaries**"), (i) a perpetual, non-exclusive stormwater pond easement for the sole purpose of the conveyance, retention, and detention of storm water run-off originating from the Grantee Property to the stormwater pond upon the Grantor Property subject to the conditions and terms set forth herein, including the right to install, maintain, operate, repair, modify, replace, rebuild and use stormwater drainage pipes and any facilities to facilitate drainage of the stormwater from the Grantee Property to the Grantor Property (the "**Stormwater Facilities**"), subject, however, to compliance with any and all applicable permits with regard thereto, as the same may be modified or amended from time to time and (ii) a perpetual, non-exclusive easement for ingress and egress to the Grantor Property (the "**Access Easement**", together with the Stormwater Pond Drainage Easement, the "**Easements**"). Grantee shall not permit any other properties to connect to the drainage systems upon the Grantee Property that would cause additional stormwater drainage to flow into the Grantor Property. The Stormwater Pond Drainage Easement shall be for the benefit of the Grantee Property. Grantor shall retain all other rights of ownership, possession and use of the Grantor Property, including the right to convey, retain, and treat additional stormwater in the Retention Pond benefiting the Grantor's property interests or public rights-of-way. This instrument does not grant any easement rights in Grantor's public rights-of-way and drainage systems thereon.

3. Maintenance. The Grantor, and is successors and assigns, shall be responsible for the operation, maintenance and repair of the Easements, the Stormwater Pond Easement Area and the Retention Pond (including any replacement of the same if and when replacement is needed) and the improvements and landscaping thereon. Grantee shall reimburse Grantor for the percentage costs based on Grantee's capacity usage within thirty (30) days of receipt of the invoice from Grantor. In the event Grantor fails to property operate, maintain and repair (or replace) the Retention Pond and improvements thereon, Grantee shall have the right to self-perform such work and invoice Grantor for the cost of Grantor's proportionate share based on capacity usage, which Grantor shall pay to Grantee within thirty (30) days of receipt of the invoice.

4. Insurance. At all times the Grantee, its successors and assigns, pursuant to this Agreement, shall maintain general public liability insurance with respect to Stormwater Pond Drainage Easement Area, which insurance shall be issued by an insurance company authorized to do business in the State of Florida, naming the Grantor, its successors and assigns, as an insured, in a limit of not less than $2,000,000.00, or as determined from time to time by Grantor, with respect to bodily injury and property damage. The policies of such insurance, or certificates thereof, shall be delivered to Grantor prior to commencing any use of the Easement Area, and each renewal policy or certificate thereof at least thirty (30) days prior to the expiration of the then existing policy, and shall obtain written obligation of the insurance company to notify Grantor at least thirty (30) days prior to cancellation or material modification of such insurance.

5. No Public Dedication. Nothing contained in this Agreement shall create or shall be deemed to create any easements or use rights in the general public or constitute a public dedication for any public use whatsoever.

6. Environmental/Indemnification. Grantee shall not allow and shall affirmatively prevent any and all hazardous wastes, hazardous substances, petroleum products, trash and other hazardous materials from draining, being placed on, in, or otherwise coming onto or into the Stormwater Pond Drainage Easement and Retention Pond. Grantee shall ensure the proper operation, maintenance, and repair of all drainage inlets, pipes and connections upon or connected from the Grantee Property to the Retention Pond. Grantee hereby indemnifies and holds Grantor harmless from any and all damages, penalties, claims, cleanups, remediations, assessments, lawsuits, disputes, attorneys' fees, experts' fees and any other actions which in any way relate to Grantee's breach or violation of Grantee's obligations under this Agreement.

7. Successors and Assigns; Rights Reserved. The easement rights granted herein shall be non-exclusive, be appurtenant to title to Grantee Property, and shall run with said lands forever and be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors and assigns of the Grantor and Grantee, respectively. The Grantor shall have the authority to use and to authorize others to use the Stormwater Pond Easement Area in any manner which does not with interfere with the rights of the Easement Beneficiaries as created herein. The Grantor reserves the right to grant other easements over, under, upon, and through the Easement Area, but will not allow such other easements to cause unreasonable interference with the easements granted to the Grantee herein.

8. Amendments and Waivers. This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by an amendment in writing duly executed by the then owners, and mortgagees, of the Grantor Property and the Grantee Property and recorded in the Public Records of Osceola County, Florida.

9. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) one (1) day after depositing with a nationally recognized overnight courier service, or (ii) three (3) days after depositing with the United States Mail, certified, return receipt requested, to the address listed above or to such other address as either party may from time to time designate by written notice in accordance with this paragraph.

10. Miscellaneous.

(a) If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(b) The terms and conditions of this Agreement shall be construed in accordance with the laws of the State of Florida.

(c) The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

(d) Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term.

(e) Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

(f) The Agreement may be executed in counterparts, all of which when taken together shall be regarded as one and the same instrument, and each counterpart shall be considered as an original.

[*Signatures contained on the following pages*]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Signed, sealed and delivered in the presence of:

"GRANTOR"

AMELIA GROVES HOMEOWNERS ASSOCIATION, INC.,
a Florida not for profit corporation

Name: SEAN BAILEY

Address: 4901 VINELAND RD. SUITE 460
ORLANDO, FL 32811

By: Eric Baker
Name: Eric Baker
Title: President

Name: Sean Kirk

Address: 4901 Vineland Rd Ste 500
Orlando, FL 32811

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 18th day of December, 2025, by Eric Baker, as President of AMELIA GROVES HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the company, who is personally known to me or has produced _____ as identification.

NOTARY SEAL

LIA Y. DIAZ NOTARY PUBLIC MY COMMISSION EXPIRES 6-8-2026 STATE OF FLORIDA COMMISSION NUMBER HH 676881

Notary: _____
Print Name: Lia Diaz
Notary Public, State of Florida
My Commission Expires: 6-8-2026

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement on the dates set forth below.
DATED this _____ day of _____ 2025.

"GRANTEE"

ATTEST:

CITY OF ST. CLOUD, FLORIDA

_____
Ivy Llauro, City Clerk

_____
Christian B. Robertson, City Mayor

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202___, by _____, as _____ of CITY OF ST. CLOUD, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, who is ☐ personally known to me or ☐ who has produced _____ as identification.

(Seal)

_____
Notary Public - State of Florida
Print Notary Name: _____
My Commission Number is: _____

EXHIBIT "A"
Legal Description of Grantor Property

[ADD LEGAL DESCRIPTION FOR HOA Pond]

EXHIBIT "B"
Legal Description of Grantee Property

EXHIBIT "C"
Easement Area

[ADD LEGAL DESCRIPTION OF EASEMENT AREA]

Meeting: April 9, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-052R - Hickory Tree Community Park

City Manager Agenda Item:
Resolution No. 2026-052R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the Mayor to enter into an agreement with Osceola County for the Transfer and Acceptance of Real Property for Hickory Tree Community Park, providing an effective date.
COST: The city will be responsible for the maintenance of the park will be included in next next budget at an approximate cost of $253,000.
This item is to authorize the Mayor to execute an Agreement between Osceola County and the City of St. Cloud.

Strategic Key Focus Areas:
High-Performing Government

Background Information:
On March 17, 2014 the County and City adopted the Joint Planning Area Interlocal Agreement ("JPA") to facilitate better intergovernmental relations and coordinate planning efforts. The First Amendment to the JPA, adopted June 8, 2015 required the city to ultimately annex certain County parks into the City of which Hickory Tree Community Park is one of those parks. The Interlocal Agreement ("ILA") between the County and the City, in 2020, provided that the City accept transfer of ownership free of all liens and encumbrances of the park by October 1, 2021 and would receive the transfer of Park Impact Fees from the County. Impact fees cannot be utilized for replacement or ongoing operational and maintenance expenses.

The Agreement calls for the city to take over maintenance and operations, estimated at $253,000 per year, of the park on October 1, 2026. However, prior to the city taking ownership, the County must at its own expense replace the existing playground and surfacing, remove the storage box and player benches, and transfer certain items to other parties which the city will have no ownership of.

Below are the Park Impact Fees which have been transferred to the city from the County.
FY 20/21 - $3,676,079.31
FY 21/22 - $3,536,803.26
FY 22/23 - $2,339,726.82
FY 23/24 - $3,495,976.99
FY 24/25 - $3,332,841.82
FY 25/26 (to date) - $407,935.44

Total - $16,789,363.64

Legal Authority:

Sec. 163.01, Florida Statutes & City Charter Section 2.04

Budget and Recommendation:
The city will need to budget $253,000 for maintenance and operations in the upcoming budget.

Finance Director's Comments:

Procurement Director's Comments:

City Manager's Comments:

City Council Action:

Attachments:
1. Res 2026-052R
2. Hickory Tree Agreement (4)
3. Hickory Tree Park Exhibit A
4. Hickory Tree Community Park Deed (002)
5. Hickory Tree Park Exhibit C_

RESOLUTION NO. 2026-052R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH OSCEOLA COUNTY FOR THE TRANSFER AND ACCEPTANCE OF REAL PROPERTY FOR HICKORY TREE NEIGHBORHOOD PARK, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County and City adopted the Joint Planning Area Interlocal (hereinafter "JPA"), effective March 17, 2014, to facilitate better intergovernmental relations and coordinate planning efforts; and,

WHEREAS, the County and City adopted the First Amendment to the JPA to acknowledge that the City will ultimately annex certain County parks into the City, and the City shall include County parks in the St. Cloud Parks Master Plan; and,

WHEREAS, County is the owner of certain real property in Osceola County, Florida, currently used for park purposes as Hickory Tree Neighborhood Park; and

WHEREAS, County and City entered into an Interlocal Agreement regarding the coordination of parks planning and transfer of parks impact fees, recorded in Book 5851, Page 1725, Osceola County Official Records ("ILA"); and

WHEREAS, City agrees that the Park shall be used solely for public purposes; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Cloud, Florida, as follows:

SECTION I. The Mayor and/or City Manager are authorized and directed, where appropriate, to enter into the Agreement between the City of St. Cloud and Osceola County for the transfer of Hickory Tree Community on October 1, 2026 as set forth in Exhibit A attached hereto.

SECTION II. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida this 9th day of April, 2026.

CITY OF ST. CLOUD

_____
Christian B. Robertson, Mayor

ATTEST:

_____
Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED
deBeaubien, Simmons, Knight, Mantzaris, & Neal, LLP

_____
Daniel F. Mantzaris, City Attorney

TRANSFER AND ACCEPTANCE OF REAL PROPERTY AGREEMENT FOR HICKORY TREE COMMUNITY PARK

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2026, by and between OSCEOLA COUNTY, FLORIDA (hereinafter referred to as "County") and the City of St. Cloud (hereinafter referred to as "City"). The parties hereto are sometimes referred to individually as "Party" and collectively as "Parties".

WITNESSETH:

WHEREAS, the County and City adopted the Joint Planning Area Interlocal (hereinafter "JPA"), effective March 17, 2014, to facilitate better intergovernmental relations and coordinate planning efforts; and,

WHEREAS, the County and City adopted the First Amendment to the JPA to acknowledge that the City will ultimately annex certain County parks into the City, and the City shall include County parks in the St. Cloud Parks Master Plan; and,

WHEREAS, County is the owner of certain real property in Osceola County, Florida, comprised of approximately 31.437 acres, currently used for park purposes as Hickory Tree Community Park, the legal description of which is attached to and by this reference incorporated into this Agreement as **Exhibit "A"** (the "Park"); and

WHEREAS, County and City entered into an Interlocal Agreement regarding the coordination of parks planning and transfer of parks impact fees, recorded in Book 5851, Page 1725, Osceola County Official Records ("ILA"); and

WHEREAS, the ILA provides that the City agrees to accept the transfer of ownership free of all liens and encumbrances and the City accepts sole maintenance responsibilities for the Park; and

WHEREAS, City agrees that the Park shall be used solely for public purposes;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged by the parties hereto, the parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and are incorporated herein and made part of this Agreement.

2. **COUNTY TRANSFER OF PROPERTY.** County shall convey, by recording the County Deed, the Park (**Exhibit "A"**) to the City so the City will take ownership and maintenance on October 1, 2026. City and County agree that in the event the legal description of the Park requires amendment based upon a boundary survey, then by execution of this Agreement, County hereby appoints the Osceola County Manager, or designee, as County's agent for purposes of executing any necessary documents to reflect the amended legal description of Park. As a condition

precedent, the transfer of the Park shall be free of any and all liens and encumbrances existing on the Park property and all conditions of this Agreement.

3. COUNTY OBLIGATIONS AS A CONDITION OF TRANSFER. As express condition for the conveyance of the property and the transfer of the park and acceptance by the City, the County shall at its expense and in accordance with all applicable laws complete the following:

a. Transfer to St. Cloud Youth Football, Inc. the items listed in Exhibit "C" attached hereto and incorporated herein or dispose of noted equipment prior to conveyance;
b. County will demolish and dispose of the existing playground area and sod the disturbed ground prior to August 1, 2026; County will pay City $115,000.00 ~~$100,000~~ towards replacement of the playground by September 30, 2026.
c. Remove storage unit box (Connex box) prior to conveyance; and
d. Remove player benches from field prior to conveyance.

4. **INTENTIONALLY DELETED**

5. DEFAULT. Each Party may give the other Party written notice of any defaults by any Party hereunder and shall allow the defaulting Party thirty (30) days from the date of said notice to cure the default(s), failing which, the Party who provided the notice may terminate this Agreement upon submittal of a Notice of Termination to the other Party.

6. MISCELLANEOUS.

a. This Agreement may be executed in one or more counterparts, each of which shall be considered as original.

b. The headings used are for convenience only and they shall be disregarded in the construction and interpretation of this Agreement.

c. The drafting of this agreement constituted a joint effort of the parties and the Agreement's interpretation shall assume that no party had more input or influence than any other. All words, terms, and conditions herein contained are to be read in concert, each with the other, and a provision contained under one heading may be considered equally applicable under another heading in the interpretation of this Agreement.

d. This Agreement is solely for the benefit of the parties to this Agreement and no causes of action shall accrue upon or by reason hereof to or for the benefit of any third parties.

e. The laws of the State of Florida shall govern any and all claims arising under this Agreement. If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed as separate, distinct, and independent provision.

Such holding shall not affect the validity of the remaining portions of this Interlocal Agreement.

f. This Agreement is intended by the parties hereto to be the final expression of their Agreement and is a complete and exclusive statement thereof notwithstanding any representation or statements to the contrary heretofore made. This Agreement may be amended only if such amendment is in written form and executed by the parties.

g. Nothing contained in this Agreement or in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by City or the County of their sovereign immunity under the Constitution and laws of the State of Florida.

h. No right or remedy herein conferred upon or reserved to any Party to this Agreement to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of a default hereunder. The failure of any Party to insist, at any time, upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this Agreement to the Parties may be exercised from time to time and as often as may be deemed expedient by the Parties, as the case may be.

i. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint ventures or render any of said Parties liable for the debts or obligations of the other Parties.

7. **NOTICES.** Any notice or other document required or allowed to be given pursuant to this Agreement by any party to another shall be in writing, and shall be delivered personally, or by recognized overnight courier or sent by certified mail, postage prepaid, return receipt requested, or by email with written confirmation.

If to City, such notice shall be addressed to the City at:

Veronica Miller, City Manager
1300 Ninth Street
St. Cloud, FL 34769
Veronica.Miller@stcloudfl.gov

With a copy to:

Daniel F Mantzaris, City Attorney
DSK Law

de Beaubien Simmons Knight
Mantzaris & Neal LLP
1300 Ninth Street
St. Cloud, FL 34769
dmantzaris@dsklawgroup.com

If to Osceola County, such notice shall be addressed to Osceola County at:

Don Fisher, County Manager
1 Courthouse Square, Suite 4100
Kissimmee, Fl 34741
Don.Fisher@osceola.org

With a copy to:

Linette Matheny, Executive Director of Environment and Public Lands
1 Courthouse square, Suite 1100
Kissimmee, Fl 34741
Linette.matheny@osceola.org

8. **TIME IS OF THE ESSENCE**. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

9. **EFFECTIVE DATE**. The effective date, "Effective Date," of this Agreement shall be date last properly executed, as evidenced by dates under signatures.

10. **RECORDING.** The County shall record the County Deed in the Public Records of Osceola County, Florida, at the County's expense.

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

BOARD OF COUNTY COMMISSIONERS
OSCEOLA COUNTY, FLORIDA

_____
Chair/Vice Chair

ATTEST:

_____
Clerk/Deputy Clerk to Board

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

_____

CITY OF ST. CLOUD

_____
Christian B. Robertson, Mayor

ATTEST:

_____
Ivy Llauro, City Clerk

EXHIBIT "A"
To Old Hickory Tree Park Transfer Agreement

PARCEL ID NUMBER: 07-26-31-4950-0001-1080

A PARCEL OF LAND LOCATED IN LOTS 109, 116, 125 AND A PORTION OF LOTS 123, 124, 117, 108 AND THE WEST 69.20 FEET OF LOTS 110, 115, 126 ALL IN "SEMINOLE LAND AND INVESTMENT COMPANY'S" PLAT OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 31 EAST AS RECORDED IN PLAT BOOK `B', PAGE 23 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 123 OF "SEMINOLE LAND AND INVESTMENT COMPANY'S" PLAT OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 31 EAST AS RECORDED IN PLAT BOOK `B', PAGE 23 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE S 89° 37' 53" E, ALONG THE SOUTH LINE OF SAID LOT 123, A DISTANCE OF 12.50 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF HICKORY TREE ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE S 89° 37' 53" E, ALONG THE SOUTH LINES OF LOTS 123, 124 OF SAID "SEMINOLE LAND AND INVESTMENT COMPANY'S" PLAT A DISTANCE OF 1291.01 FEET; THENCE S 89° 38' 05" E, ALONG THE SOUTH LINES OF LOTS 125 AND THE WEST 69.20 FEET OF LOT 126 OF SAID PLAT, A DISTANCE OF 728.49 FEET TO THE SOUTHWEST CORNER OF LOT 8 OF "HICKORY HOLLOW - UNIT THREE" AS RECORDED IN PLAT BOOK 8, PAGES 32 AND 33 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE N 00° 13' 37" W ALONG THE WEST LINE OF SAID "HICKORY HOLLOW - UNIT THREE, A DISTANCE OF 970.62 FEET TO THE SOUTHEAST CORNER OF LOT 60 OF "HICKORY HOLLOW - UNIT TWO" AS RECORDED IN PLAT BOOK 5, PAGES 142 & 143 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE N 89° 37' 05" W, ALONG THE SOUTH LINE OF SAID "HICKORY HOLLOW- UNIT TWO", A DISTANCE OF 728.70 FEET; THENCE CONTINUE ALONG SAID SOUTH LINE ON A BEARING OF N 89° 38' 55" W A DISTANCE OF 621.53 FEET THENCE DEPART SAID SOUTH LINE ON A BEARING OF S 00° 06' 23" E A DISTANCE OF 198.68 FEET; THENCE S 89° 19' 33" E A DISTANCE OF 266.55 FEET; THENCE S 00° 15' 56" W A DISTANCE OF 489.79 FEET; THENCE S 89° 47' 43" W A DISTANCE OF 263.35 FEET; THENCE S 00° 06' 23" E A DISTANCE OF 191.11 FEET; THENCE N 89°39' 44" W A DISTANCE OF 667.41 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF HICKORY TREE ROAD; THENCE S 00° 13' 53" E, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 86.61 FEET TO THE POINT OF BEGINNING.

CONTAINING: 28.446 ACRES

AND

PARCEL ID NUMBER: 07-26-31-4950-0001-1071

A PARCEL OF LAND BEING A PORTION OF LOTS 108, 117, AND 124, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INC.) SUBDIVISION OF SECTION 7, TOWNSHIP

26 SOUTH, RANGE 31 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 23 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 7; THENCE RUN S89°37’53”E ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 7, A DISTANCE OF 35.00 FEET TO A POINT ON THE EAST MAINTAINED RIGHT OF WAY LINE OF OLD HICKORY TREE ROAD PER OSCEOLA COUNTY ROAD MAP BOOK 2, PAGES 15-26; THENCE ALONG SAID EAST MAINTAINED RIGHT OF WAY LINE OF OLD HICKORY TREE ROAD THE FOLLOWING TWO (2) COURSES AND DISTANCES; THENCE RUN N13°57’33”E, A DISTANCE OF 20.40 FEET TO A POINT ON THE SOUTH LINE OF LOT 123, THE SEMINOLE LAND AND INVESTMENT COMPANY’S (INC.) SUBDIVISION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 31 EAST; THENCE CONTINUING ALONG SAID EAST MAINTAINED RIGHT OF WAY LINE RUN N00°13”53”W, A DISTANCE OF 86.62 FEET; THENCE RUN S89°39’44”E, A DISTANCE OF 657.41 FEET; THENCE RUN N00°06’23”W, A DISTANCE OF 191.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°06'23"W, A DISTANCE OF 493.86 FEET; THENCE RUN S89°19'33"E, A DISTANCE OF 266.55 FEET; THENCE RUN S00°15'56"W, A DISTANCE OF 489.79 FEET; THENCE RUN S89°47'43"W, A DISTANCE OF 263.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.991 ACRES, MORE OR LESS.

Exhibit "B"
To Hickory Tree Community Park Transfer Agreement

THIS INSTRUMENT PREPARED BY:
Shannon Charles, Assistant County Attorney
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741

COUNTY DEED

THIS DEED, made this _____ day of _____, 20___, by OSCEOLA COUNTY, FLORIDA, party of the first part, and CITY OF ST. CLOUD, FLORIDA a Florida municipal Corporation, having an address at 1300 9th Street, St. Cloud, Florida 34769, party of the second part,

WITNESSETH, that said party of the first part, for and in consideration of the sum of $10.00, to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, his heirs and assigns forever, the following described land, lying and being in Osceola County, Florida, to wit:

as legally described in **Exhibit A** attached hereto (herein the Property)

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice-Chair of said Board, on the ____ day of _____, 20__.

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: _____
Chair/Vice-Chair

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By:_____
Clerk/Deputy Clerk of the Board
Board Approved:

Exhibit A

LEGAL DESCRIPTION

PARCEL ID NUMBER: 07-26-31-4950-0001-1080

A PARCEL OF LAND LOCATED IN LOTS 109, 116, 125 AND A PORTION OF LOTS 123, 124, 117, 108 AND THE WEST 69.20 FEET OF LOTS 110, 115, 126 ALL IN "SEMINOLE LAND AND INVESTMENT COMPANY'S" PLAT OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 31 EAST AS RECORDED IN PLAT BOOK `B', PAGE 23 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING: 28.446 ACRES

AND

PARCEL ID NUMBER: 07-26-31-4950-0001-1071

A PARCEL OF LAND BEING A PORTION OF LOTS 108, 117, AND 124, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INC.) SUBDIVISION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 31 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 23 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 2.991 ACRES, MORE OR LESS

Exhibit “C” to Transfer and Acceptance of Real Property

(1) Digital Scoreboard

(1) Ice Machine in Storage Unit

The following items contained in the concession stand:

[2] glass door refrigerators for drinks
[1] soda machine dispenses with syrup base
[1] three-foot box freezer / door opens up
[1] hand wash sink
[1] three bay dish washing sink
[3] stainless steel prep tables with stainless shelving
[1] tabletop fryer
[2] french fries fryers
[1] hood system for fryers
[1] tabletop microwave
[1] video surveillance system of kitchen
[1] six-foot freezer stainless door sideways opens
[1] mop floor sink
[1] double glass door refrigerator
[1] ice machine
[2] shelving units for storage
[1] double door stainless steel freezer
[1] sliding door ice cream freezer
[3] small pizza tabletop ovens
[1] sweet tea dispenser/ coffee maker
[1] a/c unit above doorway
[1] metal roll up door

Meeting: April 9, 2026

Agenda Item Type: Consent Agenda Minutes

City Clerk Agenda Item:
Minutes: February 12, 2026 / Regular Meeting; February 19, 2026 / Workshop and March 12, 2026 / Regular Meeting

Strategic Key Focus Areas:
High-Performing Government

Background Information:
Minutes

Legal Authority:

Budget and Recommendation:

Finance Director's Comments:
N/A

Procurement Director's Comments:
N/A

City Manager's Comments:

City Council Action:
4/9/2026 - Final Action

Attachments:
1. 2-12-2026 Minutes FINAL
2. 2-19-2026 Workshop Minutes FINAL
3. 3-12-2026 Minutes FINAL

St. Cloud City Council Regular Meeting
Thursday, February 12, 2026
City Hall - Council Chambers
1300 9th Street
6:30 PM
Minutes

I. Mayor Robertson called the meeting to order at 6:34 p.m.

II. Invocation given by Pastor Ariel Santa Abreu from the Soul City Church

III. Pledge of Allegiance

IV. Roll Call

- Mayor Chris Robertson
- Deputy Mayor Ken Gilbert
- Council Member Jennifer A. Paul
- Council Member Kolby Urban
- Council Member Shawn Fletcher

Veronica Miller, City Manager
Daniel Mantzaris, City Attorney
Ivy Llauro, City Clerk
Stacey Wilde, City Clerk Coordinator
Members of the Press

All members were present with the exception of Council Member Fletcher who appeared via phone.

V. Agenda Update

City Manager provided a clarification that Council Action Item #1 regarding 4-H exemptions should have stated "discussion and possible direction" rather than "discussion and possible action."

VI. Presentations

- Presentation of Team of the Month for the Month of February to Jay Bemiller & Lecedric Johnson

David Bridle presented the Team of the Month award to Jay Bemiller and Lecedric Johnson.

VII. Consent Agenda

The next portion of tonight's meeting is the consent agenda which contains items that have been determined to be routine and non-controversial. If anyone in the audience wishes to address a particular item on the consent agenda, now is the opportunity for you to do so. Additionally, if staff or members of the City Council wish to speak on a consent item, they have the same opportunity.

Council Member Fletcher requested to pull item 4 for a separate vote.

1. Resolution No. 2026-012R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing and directing the City Manager to declare items as obsolete,

damaged, and/or surplus property and otherwise in the best interest of the City of St. Cloud.
COST: No cost associated with this item.
This item is to dispose of obsolete property.

2. Resolution No. 2026-013R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the 2026 City-Wide Garage Sales to be held on May 15, 16, and 17 and on November 13, 14, and 15, 2026.
COST: No cost associated with this item.
This item is to approve the 2026 dates for the two City-Wide Garage Sales Events established by City Council annually.

3. Resolution No. 2026-016R, a resolution of the City Council of the City of St. Cloud, Florida, determining the lowest, responsive bidder whose bid is reasonable and otherwise in the best interest of the City of St. Cloud, and the award thereof in regard to Invitation to Bid (ITB) No. 2025-227 to Pearl Pool Plastering, LLC, whose subject matter is Community Swimming Pool Resurfacing, authorizing the City Manager to approve change orders without increasing the approved project budget, and providing an effective date.
COST: up to $ 157,000.00
This item is to approve an agreement with Pearl Pool Plastering, LLC for the community swimming pool resurfacing.

4. Resolution No. 2026-018R , a resolution of the City Council of the City of St. Cloud, Florida, rescinding Resolution 2024-033R and approving a Proclamation Policy to recognize causes or events in which the City of St. Cloud has a direct interest, responsibility, or involvement and authorizing the City Manager to execute the policy.
COST: No cost associated with this item.
This item is to approve a Proclamation Policy.

Deputy Mayor Gilbert made a motion to approve Resolution No. 2026-018R. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-1) Council Member Fletcher voted nay.

5. Resolution No. 2026-020R, a resolution of the City Council of the City of St. Cloud, Florida, approving and authorizing the Mayor to enter into a School Mitigation and Funding Agreement with the School Board of Osceola County and EW Property Holdings, LLC for mitigation of school capacity issues to include the dedication of a school site to the School Board Of Osceola County by EW Property Holdings, LLC and providing for an effective date.
COST: No cost associated with this item.
This item is to enter into a mitigation agreement between School Board of Osceola County, EW Property Holdings, LLC, and the City of St. Cloud.

6. Request Council's approval of the minutes: September 18, 2025 / Workshop; November 13, 2025 / Regular Meeting: November 20, 2025 / Workshop; December 11, 2025 / Regular Meeting and December 18, 2025 / Workshop

Deputy Mayor Gilbert made a motion to approve the consent agenda minus item 4. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

VIII. Citizens Forum

Bridget Jackson, 1001 Exchange Place, owner of Key Life Fitness and founder of Key Life Cares nonprofit, spoke about the "I'm Enough 5K" held annually at the St. Cloud Lakefront. She explained this was their third year organizing the event to raise resources for women's health benefits and bring families together for community wellness. The first year had over 400 attendees, and last year had about 650. She expressed interest in partnering with the city to make it an official St. Cloud event to expand their reach and create an environment for families and communities to experience wellness together.

Lavelle Munger 2533 Aventurine Street, Kissimmee, FL 34744 supported Bridget's presentation, identifying himself as a distance runner who has participated in races throughout Central Florida. He questioned why St. Cloud does not have as many running activities compared to Winter Park and Claremont, noting that "I believe that St. Cloud has one of the best infrastructures for 5Ks, 10Ks, maybe not a half marathon right now because of traffic and we do not want to get beat up for having those slow walkers finishing 6 hours later." He offered to create a formal proposal showing how health and wellness events could showcase St. Cloud's infrastructure, from century homes to new downtown developments.

Eunice Torres, 1100 Massachusetts Avenue, treasurer of Hopkins Heroes, requested a waiver of liability insurance for their Easter egg hunt extravaganza. She explained that due to the Hopkins Park rebuild originally scheduled for March being pushed back to June, they had not planned their Easter event. Now with condensed planning time, they needed the insurance waiver approved.

Jim Moore 3855 San Isidro Circle, complimented the amazing community event at Hopkins Park on Saturday and raised concerns about the construction timing. He noted there are 40-50 kids who regularly attend summer camps there and asked what could be done to ensure those kids still get their camp experience, suggesting the council look at alternative options during construction.

Mayor Robertson responded that he had spoken with Hopkins Heroes members about the camp situation and understood the concerns. He mentioned discussing with Parks and Rec Director Stephanie Holkamp about possibly aiding with transportation to ensure kids can attend summer camp somewhere.

Deputy Mayor Gilbert added that according to a map, there were 46 kids within the Hopkins area, with 5 outside in Osceola County. He emphasized wanting to help all youth regardless of district. He asked for council's help figuring out how to transition these children during the $12-14 million Hopkins Park renovation, calling it potentially the greatest park in St. Cloud history.

Stephanie Holkamp, Parks and Recreation Director, came forward to clarify that Hopkins Park camp is free, unlike other city camps. When asked about field trips and CDBG funding, she confirmed Hopkins Park kids are offered field trips using CDBG funds across all camps.

Discussion followed to include various options including income-based programs and transportation solutions.

Council Member Urban suggested looking into income-based programs where low-income families could submit proof for subsidized costs.

The discussion revealed that approximately 17-20 children live directly in the Hopkins Park community within a quarter mile. Staff confirmed they could use CDBG vetting processes for transportation needs if required. Mayor Robertson concluded that while construction would prevent the camp from operating at Hopkins this year, they needed to find solutions for disadvantaged children, suggesting the Civic Center as an alternative location.

IX. Public Hearings

1. **PUBLIC HEARING FOR RESOLUTION NO. 2026-010R**, a resolution of the City Council of the City of St. Cloud, Florida, amending Resolution Number 2025-098R which adopted the fiscal year 2025/2026 budget for the City of St. Cloud, finding the City Manager has certified there are prior year fund balances and or current revenues available in the budget for additional projects and programs in various funds not included in the original budget, requiring the budget to be increased to include said additional funding in the various funds and making supplemental appropriations within the funds. (Above is full title) **ACTION ON RESOLUTION NO. 2026-010R**

City Clerk, Ivy Llauro read the Final Public Hearing for Resolution No. 2026-010R into the record by title.

Jeff Cooper, Finance Director reviewed the proposed resolution.

Mayor Robertson announced the Public Hearing for Resolution No. 2026-010R for public comment, with no response from the audience.

Council Member Urban made a motion to approve Resolution No. 2026-010R. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

2. **PUBLIC HEARING FOR RESOLUTION NO. 2026-003R**, a resolution of the City Council of the City of St. Cloud, Florida, granting a site variance (#VAR25-00001) to reduce required open space from approximately +/- .048 acres to +/- .017 acres on the previously approved Site Development Plan in the Highway Business "HB" Zoning District on the +/- 5.94 acres of land known as Narcoossee Commons South (# 18-75.04); allowing the open courtyard between units 1386 and 1388 to act as an outdoor play space for Adventure World Kids a "Child Care Center", as described in the body of this resolution. (Above is full title) **ACTION ON RESOLUTION NO. 2026-003R**

City Clerk, Ivy Llauro read the Final Public Hearing for Resolution No. 2026-003R into the record by title.

Tisha Manning, Interim Director for Community Development reviewed the proposed resolution.

Mayor Robertson announced the Public Hearing for Resolution No. 2026-003R for public comment.

Council Member Paul stated she had toured the facility and saw the applicant working hard to ensure compliance. Deputy Mayor Gilbert noted he had visited the property and observed appropriate fencing near a pond. She felt the applicant has demonstrated good faith and put the fences in the right place.

Nicole Morales, representing Adventure World Kids 1386 and 1388 South Narcoossee Road, confirmed she was present but had no additional comments.

Council Member Paul made a motion to approve Resolution No. 2026-003R. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

3. **PUBLIC HEARING FOR RESOLUTION NO. 2026-005R,** a resolution of the City Council of the City of St. Cloud, Florida, granting a Conditional Use for "Automobile Body Work and Painting" in the "I-1" Industrial 1 Zoning District on the +/- 1.47 acres of land known as Emerald Edge Auto Body, Project #CNU25-00006, located at 400 DMI Court, as described in the body of this resolution. (Above is full title) **ACTION ON RESOLUTION 2026-005R.**

City Clerk, Ivy Llauro read the Final Public Hearing for Resolution No. 2026-005R into the record by title.

Tisha Manning, Interim Director for Community Development reviewed the proposed resolution.

Mayor Robertson announced the Public Hearing for Resolution No. 2026-005R for public comment.

Council Member Urban raised the broader issue of redundancy in requiring conditional use permits for businesses in I-1 industrial zones, stating he always looks at things from a business point of view. And, even though we're the safest city in Florida, I also want to be the most small business friendly city in Florida. He suggested making such approvals staff-level to simplify the process for small businesses.

Deputy Mayor Gilbert strongly agreed, noting to applicants family has a very successful rate of creating jobs for people in St. Cloud and supporting the idea of streamlining the process. The Mayor confirmed they had the necessary consensus to work on a land development code change to address this issue in the future.

Jacqueline Odom 617 Bibbens Street spoke about flooding concerns, asking the applicant to consider drainage impacts on adjacent residential properties. Staff confirmed a stormwater pond would be included in the site plan on the side adjacent to Bivens.

Council Member Urban made a motion to approve Resolution No. 2026-005R. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

X. Council Action

1. Discussion and possible direction regarding 4-H Exemptions

Tisha Manning explained that recently annexed properties with 4-H exemptions had created a conflict between city and county codes. Unlike Osceola County, St. Cloud's code requires 4-H participants to still comply with zoning regulations including half-acre minimum lot size and 25-foot setbacks.

Jessica Sullivan from the UF/IFAS Extension Office (714 Kentucky Avenue) expressed concerns about the language being unclear regarding the end of the initial 4-H program and whether children could continue with new animals after selling market animals. She noted that for programs like poultry husbandry, participants often keep their animals year-round and suggested allowing up to 30 chickens on smaller lots.

The discussion became quite detailed, with Richard McConaughy raising concerns about cutting off children from continuing programs year after year, asking if they're raising animals, when that animal's gone, does that mean next year the same family that lives in the same place can't do another one? He emphasized the importance of preserving St. Cloud's agricultural heritage, stating We've got to remember where the city came from and try to preserve some of it.

City Attorney suggested treating these as non-conforming uses that could continue as long as there's verified 4-H participation on the property. This would allow families with multiple children to continue programs but would end if the property is sold or if no one participates for a certain period.

Rachel Fernandez, UF/IFAS livestock agent, commended the city's urban agriculture initiatives and offered to help verify animal welfare on properties. She emphasized how much children learn from raising even just chickens.

Millie Gonzales, 2140 Emperor Drive, raised questions about conflicting setback requirements between different city codes.

After extensive discussion, the council reached consensus to bring back an ordinance establishing non-conforming status for annexed properties with 4-H exemptions, allowing continuation as long as someone on the property actively participates in 4-H programs.

2. Discussion and possible action regarding appointments to boards and committees

The following Appointments were made by Council

CRA (Community Redevelopment Agency):
Seat 6: Jeff Perry

Motion by Mayor Robertson, seconded by Deputy Mayor Gilbert.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

Planning Commission:
Seat #1: Philip Lantry
Seat #2: Megan Marshall
Seat #3: Russell Alexander
Alt #1: Teresa Reilly-O'Doherty
Alt #2: Amit Patel

Motion by Deputy Mayor Gilbert, seconded by Council Member Urban.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

Recreation Advisory Committee:
Alt #1: Ariel Santabria
Alternate 2: Christina Jones

Motion by Council Member Urban, seconded by Council Member Paul.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

Zoning Board of Adjustment:
Seat #1 Julian Kalogridis
Seat # 2: Jennifer Mazza
Seat 3: Courtney Fetzer
Alt # 1: Jose Ortiz

Motion by Council Member Urban, seconded by Council Member Paul.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

XI. First Readings and Introduction

The next items on the agenda are Ordinances before the Council for First Reading and Introduction for the sole purpose of the Council to authorize the publication of the ordinance for a final hearing. The Council will not take final action on the item tonight. Full presentations and public input on the ordinances will occur at the Final Hearing at which the Council will consider final action.

1. First Reading and Introduction for Ordinance No. 2026-01, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation of approximately +/- 20.39 acres identified as NeoCity South Phase 1, Project #CPA25-00018, generally located north of the future Nolte Road Turnpike Interchange, southeast of Cross Prairie Parkway and west of the Florida's Turnpike, from "MDR"

Medium Density Residential to “IND” Industrial, providing for amending the official Future Land Use Map of the Comprehensive Plan, filing of the Planning Commission recommendation and proof of publication, applicability and effect, severability, copies on file and effective date. (Above is full title) (Final Public Hearing will be heard on March 12, 2026) Action on Ordinance No. 2026-01

Motion to approve by Deputy Mayor Gilbert, seconded by Council Member Paul.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0) Council Member Urban was not present.

2. First Reading and Introduction for Ordinance No. 2026-02, an ordinance of the City Council of the City of St. Cloud, Florida, providing for the Zoning Amendment of the Zoning Map of the Land Development Code of the City of St. Cloud, Florida, specifically changing the Zoning Designation of approximately +/- 20.39 acres identified as NeoCity South Phase 1, Project #ZMA25-00024, from "AC" Agriculture & Conservation to "P" Professional, generally located north of the future Nolte Road Turnpike Interchange, southeast of Cross Prairie Parkway and west of the Florida’s Turnpike, providing for entering the designation on the official Zoning Map, filing of the Planning Commission recommendation and proof of publication, severability, and effective date. (Above is full title) (Final Public Hearing will be heard on March 12, 2026) Action on Ordinance No. 2026-02 (This is a Quasi-Judicial proceeding)

Motion to approve by Council Mebmer Paul, seconded by Council Member Urban.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0) Deputy Mayor Gilbert was not present.

3. First Reading and Introduction for Ordinance No. 2026-03, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 5.26 acres identified as Bur Oak Boulevard Commercial, Project #ANX25-00022, generally located north of Bur Oak Boulevard, east of Taywes Drive, south of East Irlo Bronson Memorial Highway, and west of Live Oak Lake Road; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes. (Above is full title) (Final Public Hearing will be heard on March 12, 2026) Action on Ordinance No. 2026-03

Motion to approve by Council Member Urban, seconded by Council Member Paul.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0) Deputy Mayor Gilbert was not present.

4. First Reading and Introduction for Ordinance No. 2026-04, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation of approximately +/- 5.26 acres identified as Bur Oak Boulevard, Project #CPA25-00013, generally located north of Bur Oak Boulevard, east of Taywes Drive, south of East Irlo Bronson Memorial Highway, and west of Live Oak Lake Road, from “COM” Commercial (County) to “COM” Commercial (City), providing for amending the official Future Land Use Map of the Comprehensive Plan, filing of the Planning Commission recommendation and proof of publication, applicability and effect,

severability, copies on file and effective date. (Above is full title) (Final Public Hearing will be heard on March 12, 2026) Action on Ordinance No. 2026-04

Motion to approve by Council Member Urban, seconded by Council Member Paul.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0) Deputy Mayor Gilbert was not present.

5. First Reading and Introduction for Ordinance No. 2026-05, an ordinance of the City Council of the City of St. Cloud, Florida, providing for the Zoning Amendment of the Zoning Map of the Land Development Code of the City of St. Cloud, Florida, specifically changing the zoning designation of approximately +/- 5.26 acres identified as Bur Oak Boulevard, Project #PUD26-00001 formerly ZMA25-00017, from "PD" Planned Development (County) to a "PUD" Planned Unit Development / Preliminary Master Plan (PUD/PMP) (City) zoning designation, with a Commercial Future Land Use designation adopted by Ordinance No. 2026-04, generally located north of Bur Oak Boulevard, east of Tay Wes Drive, south of East Irlo Bronson Memorial Highway, and west of Live Oak Lake Road, providing for entering the designation on the official Zoning Map; filing of the Planning Commission recommendation and proof of publication, severability, and effective date. (Above is full title) (Final Public Hearing will be heard on March 12, 2026) Action on Ordinance No. 2026-05 (This is a Quasi-Judicial proceeding)

Motion to approve by Council Member Urban, seconded by Council Member Paul.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

6. First Reading and Introduction for Ordinance No. 2026-09, an ordinance of the City Council of the City of St. Cloud, Florida, amending Article 13 Special Purpose Overlay Districts, Section 3.13.3, Entertainment District, amending Subsection C "Outside Consumption in the District" Subparagraph 1 "District Possession/Consumption Hours" revising the days and hours for the authorized consumption of alcoholic beverages within the Entertainment District; providing for conflict, severability, administrative correction, codification and publication and effective date.(Above is full title) (Final Public Hearing will be heard on March 12, 2026) Action on Ordinance No. 2026-09

Council members extensively discussed changing the Entertainment District alcohol consumption hours. Council Member Urban initially suggested keeping the 7-day schedule but changing the cutoff from 1 AM to midnight after discussions with the police chief, stating he thought it was best for it to come back at the second reading to keep the cutoff at midnight from talking to the law enforcement experts in the area.

Deputy Mayor Gilbert expressed concerns about residents living in the entertainment zone. He emphasized considering residents who want to sleep and suggested looking at what helps restaurants versus what affects residents.

Police Chief Doug Gurke confirmed minimal issues with people carrying alcohol outside currently, mostly requiring education. He supported the midnight cutoff, explaining after midnight they don't really see a lot of people walking around with alcohol. It is not something they want.

Officer McDonald, the CRA officer for three years, strongly supported the 7-day provision, explaining that the cutoff time does not affect revenue as much as limiting days does. He stated businesses want customers to be able to walk around with drinks any day, not just Wednesday through Saturday, which would bring an influx of revenue to the city and to the downtown area.

Motion to approve by Council Member Urban, seconded by Council Member Paul.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

XII. City Attorney

The City Attorney announced he would discuss pending legislative bills at next week's workshop and invited council members to submit any bills of particular interest for discussion.

XIII. City Manager

The City Manager presented several updates:
Osceola Council on Aging Request: Asked for council support to allocate SHIP funds to the Council on Aging as a subrecipient to serve seniors with rehab assistance in city limits. This would expedite smaller projects like roof replacements. Council consensus was to move forward.

March for Meals Proclamation requested expedited approval for a March proclamation to help Council on Aging with grant requirements. Council consensus was to move forward with the proclamation.

She stated the St. Cloud Hotel would return to code enforcement special magistrate on February 18th.

Personnel Updates:

- Congratulated service award recipients from last Friday
- Announced Denise Roberts as the first female deputy police chief
- Recognized new Captain Anthony Mandello and Sergeant Dave Finenco
- Announced Engine 35 would go into service next month
- Recognized new fire lieutenants: Daniel Thibodeau, Angel Rodriguez, John Lucy, and William Tilford

XIV. Mayor and Council Members

Council Member Paul

Asked about the process for hourly employees to receive cost-of-living adjustments and what makes employees ineligible. The City Manager said all employees typically receive COLA on October 1st and requested specific information about any employee not receiving it.

Stated she would like to discuss potentially having a full-time mayor position due to the city's rapid growth, noting other mayors in surrounding areas supported the idea. The City Attorney explained the difference between a "strong mayor" system (requiring charter change and voter approval) versus simply increasing compensation for full-time dedication. Council agreed to discuss both options at a future workshop.

Events:

- Announced Roots and Rhythm on February 28th celebrating Black History Month

Asked for Council support to approve a proclamation for David Edie to be presented at the event.

Motion by Council Member Paul for the David Edie proclamation, seconded by Deputy Mayor Gilbert. Motion carried 5-0.

Thanked Deputy Mayor Gilbert and Everglades Equipment Group for sponsoring Black History Month t-shirts for firefighters.

Reported on a meeting with US Hunger about bringing food distribution events to Osceola County schools, with Sara Lee funding $250,000 for up to 10 events.

Expressed concerns about flooding affecting residents' septic systems in areas awaiting sewer conversion, asking for prioritization since grant money was received in 2023. The City Manager confirmed staff would work with affected residents.

Council Member Fletcher

Stated he had nothing at this time.

Council Member Urban

Stated he had nothing at this time.

Deputy Mayor Gilbert

Announced his appointment as chairman of the Transportation Disadvantaged Local Coordinating Board for the tri-county area. He expressed excitement about exploring alternatives to traditional buses, such as the SCAT van program from Seminole County, stating not buses, but vans, not single, but multiples. He emphasized helping disadvantaged residents reach medical appointments.

Requested council consideration of organizations that help St. Cloud residents daily versus one-time events. He emphasized wanting a hand up, not hand out approach and asked the City Manager to provide information on current grant allocations, though several previously funded entities were noted as discontinued.

Mayor Robertson

Shared a positive encounter at Home Depot with a new Twin Lakes resident who appreciated the council and chiefs visiting, demonstrating the impact of community outreach.

Stated he had toured the Fire Facilities and provided details of his tour.

Of 48 SAFER grant positions, 36 have been hired. The recent ceremony was their largest ever with 11 promotions and 18-19 new hires. Chief confirmed they were still recruiting paramedics.

Praised fire and police response during the coldest night, noting he heard sirens all night while out of town but monitoring from somewhere around CocoCay off the coast.

Upcoming Events:

- Deputy Police Chief swearing-in Thursday at 2 PM
- Rodeo parade and festivities
- Soldier City Sundays continuing weekly

XV. Information Section and Report Section

- Thursday, February 19, 2026 – City Council Workshop – 2:30 PM
- Monday, March 2, 2026 – Strategic Planning Workshop – 9:00 AM, Fire Training Facility
- Thursday, March 12, 2026 – City Council Meeting – 6:30 PM
- Every Sunday: Soldier City Sundays, 11 AM-2 PM, Veterans Park

Reports:
Warrant List #4 FY26

- FY 25–26 First Quarter Budget Report

XVI. Adjournment: 9:22 p.m.

_____
Mayor Christian B. Robertson

ATTEST:

_____
City Clerk, Ivy Llauro

Minute Approved: _____

City Council Workshop
Thursday, February 19, 2026
City Hall - Council Chambers
1300 9th Street
2:30 PM
Minutes

I. Mayor Robertson called the meeting to order at 2:30 PM

II. Pledge of Allegiance

III. Roll Call

- Mayor Chris Robertson
- Deputy Mayor Ken Gilbert
- Council Member Jennifer A. Paul
- Council Member Kolby Urban
- Council Member Shawn Fletcher

All members were present with the exception of Council Fletcher which appeared via phone. Deputy Mayor Gilbrt left at 4:46 p.m. and Council Member Paul left at 5:56 p.m.

IV. Discussion Item

1. Discussion regarding marina repairs

Deputy City Manager Scott Davidoff presented a comprehensive overview of the marina's current condition and repair options. The marina currently has 143 total slips, with 24 fixed docks that have been closed since October 2024 due to safety concerns. The floating docks accommodate vessels of various sizes, with occupancy averaging around 54 percent over recent years.

Davidoff explained that Coastal Technology Corp conducted assessments identifying significant deficiencies including tripping hazards, settled floats, deteriorated timbers, and code compliance issues. The floating docks, approximately 20 years old, are in fair condition but require attention due to warped decking, listing floats creating cross slopes, and damaged anchor systems.

The presentation outlined three phases of repair options. Phase 1, focusing on immediate safety and structural stabilization, would cost approximately $1.5 million including a 20 percent contingency. This phase would repair floating dock sections, replace floats and decking, relocate the pump-out station, perform seawall repairs with cathodic protection, demolish the fixed dock and wave break, and conduct targeted replacements.

Phase 2 would add police and fire boat lifts and complete remaining floating dock repairs for $2.27 million. Phase 3 presented a complete replacement option with aluminum docks and plastic floats at $3.9 million, or aluminum docks with aluminum floats at $4.6 million.

Alternative options were presented to reduce the number of slips from 143 to either 79 slips for $2.6 million or 50 slips for $1.6 million, which would allow for larger slip accommodations to address the waiting list for bigger boats.

Mayor Robertson expressed serious safety concerns about the accessory floating dock, noting its severe listing condition that makes it unsafe for public use, especially with Spring Fling approaching. He emphasized the urgent need to address this immediate hazard.

Deputy Mayor Gilbert questioned the 54 percent occupancy rate given that marina fees are competitive compared to off-site storage, wondering about return on investment for different slip configurations. He also expressed interest in exploring public-private partnership (P3) options, particularly with companies like Freedom Boat Club.

Council Member Urban supported exploring P3 opportunities and reducing slip numbers to open space for general recreational use like fishing docks. She noted that if occupancy isn't at capacity, reducing slips while creating public amenities could be beneficial.

Council Member Fletcher emphasized the priority of addressing life safety issues and supported both P3 exploration and focusing on immediate safety concerns.

City Manager Miller mentioned ongoing discussions with Freedom Boat Club and the possibility of utilizing space in the Crabby Bills lease area for office needs. She noted that Freedom Boat Club had previously expressed interest but required office space, which could potentially be accommodated through lease renegotiation.

The marina consultant Tim Fonten explained that the accessory dock's severe listing was likely due to either anchoring system failure or sun damage to pontoons causing water infiltration. He noted the dock structure itself appeared sound but required proper guardrails to meet current building codes.

Discussion also covered the economic development potential of boat club operations, which could attract tourism and provide recreational opportunities for visitors who don't own boats locally.

Council provided direction to staff to pursue immediate repairs to the accessory floating dock, explore P3 partnership opportunities with companies like Freedom Boat Club, and investigate reducing marina slips to approximately 50 while creating larger slip accommodations.

2. Discussion regarding Fire Special Assessment

Finance Director Jeff Cooper presented the proposal for implementing a fire special assessment to address expanding fire department needs and potentially support a 24/72 work schedule similar to Kissimmee's approach. The assessment would generate approximately $750,000 annually.

Consultant Mark Lawson explained the methodology using a proportionate system based on tax parcels and improvement values, similar to what Kissimmee implemented. The proposed rate structure would charge $107.10 per parcel plus $0.57 per thousand dollars of taxable value, averaging around $228 annually for typical properties and $250 for properties valued at $250,000.

Fire Chief Jason Miller strongly advocated for the 24/72 schedule, emphasizing recruitment and retention benefits. He noted that current firefighters work 2,920 hours annually compared to

2,080 for typical workers, and the new schedule would reduce this to approximately 2,142 hours, providing better work-life balance and recovery time between shifts. He stated that without competitive schedules, the city would likely lose trained personnel to neighboring departments implementing 24/72 schedules. He cited recent SAFER grant hires specifically mentioning interest in St. Cloud due to anticipated 24/72 implementation.

Mayor Robertson expressed reluctance to implement new fees, particularly given upcoming annexation efforts where the absence of a fire fee has been a selling point compared to county areas. He emphasized concerns about timing given legislative uncertainty regarding property tax reforms.

Council Member Urban supported the concept as a proactive measure, noting the legislature's encouragement of 24/72 schedules and potential future mandates. He viewed it as necessary for staying competitive in firefighter recruitment and retention.

Deputy Mayor Gilbert asked detailed questions about the financial mechanics, overtime savings, and health benefits of the 24/72 schedule. Mr. Cooper explained that while scheduled overtime would be reduced, union negotiations would likely seek to maintain total compensation through hourly rate increases.

Council Member Fletcher supported moving forward with the assessment to provide dedicated funding and flexibility for fire department needs.

The discussion revealed that without additional funding sources, implementing 24/72 schedules would not be financially feasible given current budget constraints. Mr. Cooper noted the city currently uses $4.8 million in prior year fund balance to balance the budget, down from $10 million previously.

Significant concern was raised about potential property tax reform legislation that could eliminate $15.9 million in ad valorem revenue. Mr. Cooper explained that the fire assessment would represent only 20-30 percent of the total fire department budget but would provide crucial flexibility if property tax revenue disappeared.

Mr. Lawson emphasized the assessment's resilience during economic downturns compared to property tax revenue, noting how millage-based funding suffered during the Great Recession while special assessments remained more stable.

After extensive discussion about timing, funding flexibility, and the need for dedicated fire department revenue, Mayor Robertson requested additional information and individual consultations before moving forward.

3. Discussion regarding Mutter Road

Public Works Director Kevin Feldlinger presented the status of the Mutter Road connection project, designed to provide an east-west route between Seventeenth Street and Nolte Road while reducing hospital response times and completing pedestrian connections.

The project applied for $2.7 million in state appropriations but was not included in the current draft House or Senate budgets as of February 12th. Engineering plans from 2018 require

updating due to new stormwater regulations, with Osceola Engineering proposing $200,000 for plan updates, bringing the design to approximately 60-70 percent completion.

City Attorney Mantzaris explained the complex legal situation regarding Track H, the critical middle section needed for road construction. In 2005, the Mutter Road right-of-way was vacated at the developer's request for Pinewood Gardens subdivision. The developer then obtained quitclaim deeds from property owners who gained rights through the vacation, but with restrictions limiting use to bike and pedestrian traffic only.

In 2006, when Pinewood Gardens plat was recorded, Track H was dedicated to the city for recreational use only. To proceed with road construction, the city would need to eliminate these deed restrictions through eminent domain proceedings involving approximately 9-10 homes adjacent to Track H, with estimated property acquisition costs of $1.5 million.

He emphasized that public necessity would be key to successful eminent domain, noting that hospital access and public safety benefits provide strong justification. The appraiser consulted indicated that emergency response and hospital transport represent compelling public purposes.

The timeline for completion would be 15-24 months including 6 months for engineering and permitting, 6-9 months for property acquisition, and subsequent construction bidding and implementation. Total project cost was estimated at $4.4 million.

Mayor Robertson strongly supported the project, emphasizing benefits for hospital access, traffic distribution, and connectivity to the future public safety complex. He noted the road would help alleviate congestion on Seventeenth Street and provide alternative routes, especially when the Nolte interchange opens.

Council Member Urban asked about legislative prospects, with City Manager Miller noting that their senator had warned about road appropriations potentially slowing other transportation projects in the metropolitan planning process.

Deputy Mayor Gilbert supported the project for growth accommodation and hospital access, noting its importance for residents who prefer avoiding the nearby interchange.

Council Member Paul expressed concern about eminent domain proceedings and asked whether community meetings had been held with affected residents. Mr. Mantzaris noted that previous public discussions around 2020 had generated opposition from neighbors, and the project was subsequently removed from capital improvement plans until recently revived.

After discussing the various benefits including emergency response, traffic flow, and future connectivity, council reached consensus to move forward with the legal proceedings, engineering updates, and eminent domain process necessary to complete the Mutter Road connection.

4. Discussion regarding Lakefront Parking

Parks and Recreation Director Stephanie Holkamp presented a comprehensive parking management plan for the lakefront area, covering 251 regular vehicle parking spaces across

three zones: west end (14 spaces), central area including marina and beach (168 spaces), and east end (69 spaces).

The proposal called for paid parking on weekends and holidays only, from 8 AM to 6 PM, with rates of $3 for the first two hours and $1 for each additional hour. Average stay duration of 3 hours would result in $4 daily fees. Boat slip renters would receive placards to waive parking fees.

Revenue projections showed maximum potential of $115,460 annually, but using conservative 40 percent utilization rates, estimated actual revenue of $46,184 annually. However, enforcement would require two part-time parking officers costing $46,000 annually plus $40,000 for two vehicles and $3,000 for additional equipment, resulting in minimal net revenue of approximately $184 annually.

Police Chief Goerke explained that parking enforcement would fall under his department's jurisdiction, utilizing dedicated parking officers rather than sworn police personnel. These officers could enforce parking violations citywide, not just at the lakefront, potentially increasing revenue opportunities.

The passport parking software system already in use for boat trailer parking would be expanded to include regular vehicle spaces. A merchant validation program would allow businesses like Crabby Bills and the riverboat to purchase validation codes for their customers.

Deputy Mayor Gilbert raised concerns about overflow parking into residential State Streets, noting potential negative impacts on neighborhood residents and the need for additional enforcement in those areas. Chief Goerke confirmed that parking restrictions already exist on some State Streets to prevent boat trailer parking.

Discussion addressed the balance between generating revenue and maintaining public access to recreational facilities. Gilbert noted seeing many families using the lakefront for birthday parties and gatherings, questioning whether fees might discourage beneficial community use.

Council Member Fletcher supported the concept as a funding mechanism for parking enforcement throughout the city, particularly in residential areas where narrow streets create public safety concerns for emergency vehicle access.

Council Member Urban emphasized the need for additional parking capacity as the lakefront becomes increasingly popular, suggesting that parking revenue could help fund future parking expansion projects.

The merchant validation system would operate independently, with businesses maintaining their own accounts and providing single-use validation codes to customers. This would keep the city out of business relationship complications while allowing establishments to offer parking benefits.

Staff noted that the current boat trailer parking system implemented in May 2025 has generated approximately $13,000 in revenue through December, with additional annual pass sales bringing in roughly $3,500 year-to-date.

City Attorney Mantzaris emphasized that parking enforcement officers could address violations citywide, including handicap parking violations and other restricted parking areas, potentially providing broader public safety benefits beyond lakefront management.

After discussion of implementation logistics, residential impact concerns, and revenue potential, council provided direction to move forward with the lakefront parking plan as part of the city's fee schedule, with parking enforcement positioned under the police department.

5. Discussion regarding Legislative Items

City Attorney Mantzaris presented analysis of significant legislation affecting the city, requesting authorization for Mayor Robertson to send letters supporting or opposing specific bills.

Bills to Support:

Senate Bill 840 significantly revises last year's problematic Senate Bill 180, narrowing its scope to address hurricane-damaged properties rather than allowing broad development challenges. The Senate passed this bill unanimously, though the House companion remains in committee. He noted that multiple municipalities have faced lawsuits under the current broad language, making this revision critical.

The legal notices bill would allow cities to create their own websites for public notices rather than requiring county participation. Since Osceola County has shown no interest in implementing digital legal notices despite repeated requests, this bill would enable direct city implementation with potential significant cost savings and broader public access.

A weapons definition bill would expand prohibited weapons at public meetings beyond handguns to include rifles and long guns, closing a loophole created when the legislature adopted open carry laws while maintaining concealed weapon restrictions only for handguns in public meetings.

Bills to Oppose:

Senate Bill 1014/House Bill 1075 would prohibit cities from requiring annexation agreements for water and sewer service outside municipal limits. This would eliminate St. Cloud's current ordinance requiring annexation commitments when properties receive utility service through Toho, significantly impacting the city's planning and growth management capabilities.

A sovereign immunity bill would increase liability limits from the current $200,000/$300,000 to either $500,000/$1,000,000 (House version) or $300,000/$450,000 (Senate version), with automatic CPI adjustments. This would substantially impact city insurance costs.

Land use planning bills would allow private providers to handle zoning amendments, plat reviews, and other planning functions, essentially privatizing planning departments. The city would be required to maintain lists of "qualified" private providers, and their determinations would be largely binding on municipalities.

A local government enforcement bill would create city council review processes for code enforcement citations before they proceed to special magistrates, adding delays and political complications to established due process procedures.

A private school zoning bill would require municipalities to permit private schools under 150 students in all non-residential zones without conditional use permit processes or special conditions for traffic and parking.

Other Bills Monitored:

The local business tax elimination bill passed the House but appears dead in the Senate. Religious services bills allowing worship in any residential or commercial zone seem stalled in committees. Affordable housing bills requiring acceptance of smaller lot sizes and eliminating various development standards appear unlikely to advance.

An electric bicycle and scooter regulation bill would establish some operational restrictions but may preempt local regulations. A centralized 911 dispatch bill supported by some legislators lacks momentum and faces strong opposition from local public safety officials.

City Manager Miller distributed updated information showing House Bill 203 had been revised to eliminate all ad valorem taxes except school taxes effective January 2027, rather than the originally proposed 10-year phase-out. This represents the most significant threat to municipal revenue, potentially eliminating $15.9 million for St. Cloud.

Mayor Robertson expressed support for all recommended positions, authorizing staff to prepare letters accordingly. The timing proved critical as the council would be traveling to Tallahassee the following week for legislative meetings, allowing direct advocacy on these issues.

Council members discussed the broader pattern of state preemption of local government authority and the importance of pushing back on bills that erode home rule powers, even when individual impacts might seem minimal.

6. Discussion regarding Economic Development RFQ evaluation process

Procurement Director Leslie discussed the process for evaluating 15 qualified responses to the Economic Development RFQ. Council needed to determine whether to review all submissions individually or have staff pre-screen to a smaller number.

Mayor Robertson preferred reviewing all 15 submissions to ensure thorough consideration. Council Member Paul agreed with comprehensive review. The discussion focused on establishing a fair and standardized evaluation process similar to staff procurement committees.

City Manager Miller explained that council members would score each proposal individually using standardized criteria provided by procurement, then meet to compare scores and identify the top candidates for interviews. This process would prevent discussions about individual proposals until after scoring was completed.

Council members would receive both electronic access through the OpenGov system and paper copies of all submissions. The largest submission was approximately 40-45 pages, with much content being standardized information like insurance documentation and project references.

The evaluation process would parallel typical staff procurement procedures, with individual scoring followed by group discussion to identify consensus candidates. Reference checks would occur after narrowing to the top candidates rather than during initial evaluation.

City Attorney Mantzaris clarified that council members could not discuss proposals with each other or with individual vendors until the scoring process was completed, similar to restrictions on staff evaluation committees.

After determining the timeline, council scheduled a special workshop for March 5th at 2:30 PM to review individual scores, discuss the top candidates, and select finalists for interviews. This would provide adequate time for thorough review of all 15 submissions while allowing prompt progress on the economic development consultant selection.

The procurement department would provide evaluation criteria and coordinate distribution of all proposal materials to council members within the week, enabling the March 5th discussion and selection of interview candidates.

V. Adjournment: 6:36 p.m.

_____

Mayor Christian B. Robertson

ATTEST:

_____

City Clerk, Ivy Llauro

Minute Approved: _____

St. Cloud City Council Regular Meeting
Thursday, March 12, 2026
City Hall - Council Chambers
1300 9th Street
6:30 PM
Minutes

I. Mayor called the meeting to order at 6:32 p.m.

II. Invocation given by Pastor David Nigh from Christ Our Savior Fellowship

III. Pledge of Allegiance

IV. Roll Call

- Mayor Chris Robertson
- Deputy Mayor Ken Gilbert
- Council Member Jennifer A. Paul
- Council Member Kolby Urban
- Council Member Shawn Fletcher

All members were present.

V. Agenda Update

To include continued or add-on items, corrections, and/or deletions of existing items as submitted by the City Manager.

There were no updates at this time.

VI. Presentations

•Proclamation in recognition of March for Meals Month

Mayor Robertson presented Rob Gilts with a proclamation in recognition of March for Meals Month.

•Presentation of Employee of the Month for the Month of March to Kellie M. Brabant

David Bridle presented Kellie Brabant with the Employee of the Month Award.

Andrew Sullivan discussed St. Baldrick's at the Painting the Cloud Green event.

VII. Consent Agenda

The next portion of tonight's meeting is the consent agenda which contains items that have been determined to be routine and non-controversial. If anyone in the audience wishes to address a particular item on the consent agenda, now is the opportunity for you

to do so. Additionally, if staff or members of the City Council wish to speak on a consent item, they have the same opportunity.

Deputy Mayor Gilbert requested to pull items 4 and 8. Council Member Urban also requested item 4 be voted on separately.

1. Resolution No. 2026-008R, a resolution of the City Council of the City of St. Cloud, Florida, approving an Amendment to the Agreement dated December 9, 2024, between the City of St. Cloud and CoastalWide, LLC for Planning Services, and providing an effective date.
   COST: Undetermined at this time as services are provided on an "as-needed" basis. This contract will be utilized by various departments on an as-needed basis from approved and budgeted expenditure accounts.
   This item is to approve an amendment to the agreement for Planning Services with CoastalWide, LLC to increase the maximum aggregate of purchase orders to exceed $150,000.00 annually.

2. Resolution No. 2026-009R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the City Manager to enter into a task authorization to the contract and agreement for Planning Services with CoastalWide, LLC. dated December 9, 2024 for the update of City of St. Cloud Comprehensive Vulnerability Assessment, and any amendments thereto, and providing an effective date.
   COST: up to $180,000.00 Grant Funded (Project Cost: $180,000.00 estimated / State Share: $180,000.00 estimated/ City Match: $0)
   This item is to approve a task authorization with Coastalwide, LLC. for the update to City of St. Cloud Comprehensive Vulnerability Assessment.

3. Resolution No. 2026-017R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the Mayor to execute an addendum to the subrecipient agreement between the City of St. Cloud, Florida, as an entitlement city, and Habitat for Humanity Greater Orlando and Osceola County for housing rehabilitation services, utilizing Community Development Block Grant funds, and any amendments therefore, and providing for an effective date.
   COST: up to $3,415.00 CDBG funds (Total sub-recipient funding $428,475.00)
   This item is to authorize the Mayor to execute the contract addendum to increase funding by $3,415.00 and to expand the period of performance to March 31, 2027 for additional roofs for low-to-moderate income homeowners.

4. Resolution No. 2026-019R, a resolution of the City Council of the City of St. Cloud, Florida, amending and updating the Parks and Recreation Fee Schedule; providing for conflicts; providing for severability; and providing an effective date.
   COST: No cost associated with this item.
   This item proposes updates to the City's fee schedule, including the addition of an hourly pavilion rental rate; an increase to The Ranch rental fee to reflect increased wedding planner costs; revisions to payment terms for the Performing Arts Pavilion and pay-to-park fees; clarification of the definition of government entities and utility providers; and reclassification of the Father Daughter Dance and Senior Social fees.

Deputy Mayor Gilbert explained that after many reviews and questions, he wanted to eliminate Section 13 of the parking fee structure. He analyzed the cost of implementation, cost of maintaining, and revenue generation, concluding they don't equal out to the aggravation it would cause both the police department and citizens living on the state streets who would use alternative parking.

He suggested bringing it back once the parking structure is complete, and if they do citywide parking fees, to do the downtown business area first, then the parking garage, and then Lakeshore. He shared that he's on the trail 3-4 times a week walking and sees many birthday parties and gatherings there. He noted it's a beautiful place on Lakeshore where some folks who don't want to spend $500-600 at Chuck E. Cheese go instead, inviting their whole family for a good time. He asked the council to consider removing Section 13 for now and allowing those folks to enjoy the lakeshore with no additional cost.

Mayor Robertson agreed after their strategic planning workshop and speaking with the police chief, saying they determined it's probably not the right time. He thought as activity continues to grow with restaurants coming to the south side facing the lake, there may be a need in the future, but not right now. He appreciated all the work staff did to put it together but agreed with the deputy mayor.

Council Member Urban also agreed, saying it was the reason he pulled it for a separate vote, planning to make a motion without Section 13.

City Attorney clarified they were referring to the new added language in Section 13, not the existing Section 13 that was currently in the code.

Mayor Robertson explained that while they recognize parking concerns with folks hauling barbecue trailers and staying all day, tying up multiple parking spots, they want to ensure all citizens have an opportunity to enjoy the lakefront.

Deputy Mayor Gilbert made a motion to approve item 4 with the removal of the proposed added parking language from Section 13. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

5. Resolution No. 2026-021R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the utilization of The Florida Department of Management Services Contract No. 15100000-25-STC, for Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel, providing the award thereof to Petroleum Traders Corporation, and providing an effective date.
   COST: Undetermined at this time as goods and services are provided on an “as-needed” basis. This contract will be utilized by various City departments for the purchase of fuel on an as-needed basis from various approved and budgeted projects and expenditure accounts throughout the fiscal year.
   This item is to approve purchases for the City’s annual fuel requirements from Petroleum Traders Corporation.

6. Resolution No. 2026-022R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the City Manager to enter into a task authorization to the agreement for Continuing Construction Manager at Risk Services for Projects Less than $7.5 Million with D. E. Scorpio Corporation DBA Scorpio for Peghorn Boardwalk Project, establishing a guaranteed maximum price, and providing an effective date.
   COST: up to $187,806.00
   This item is to approve a guaranteed maximum price authorization with D. E. Scorpio Corporation DBA Scorpio for Peghorn Boardwalk Project.

7. Resolution No. 2026-025R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing and directing the City Manager to enter into a second amendment to and extension of the agreement between the City of St. Cloud and American Persian Engineering and Construction, LLC, dba APEC, LLC, and Pavement Technology, Inc., for Alternative Paving Methods and providing an effective date.
   COST: Undetermined at this time as services are provided on an "as-needed" basis. This contract will be utilized by the Public Works Department on an as-needed basis from various approved and budgeted expenditure accounts.
   This item is to approve the extension of the agreement for Alternative Paving Methods with American Persian Engineering and Construction, LLC, dba APEC, LLC, and Pavement Technology, Inc., and approve a price increase.

8. Request Council's approval of a Proclamation in recognition of Fair Housing Month.

Deputy Mayor Gilbert mentioned he had initially planned to discuss a National Day of Prayer proclamation but realized it would come at the end of the meeting.

9. Request Council's approval of the minutes: February 28, 2025 / Strategic Planning Workshop; April 25, 2025 / Workshop; July 14, 2025 / Budget Workshop; October 9, 2025 / Regular Meeting; October 23, 2025 / Special Meeting; October 23, 2025 / Workshop; November 20, 2025 / Special Meeting; January 8, 2026 / Regular Meeting; January 15, 2026 / Workshop

Council Member Urban made a motion to approve the remainder of the consent agenda minus item 4). Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

VIII. Citizens Forum

Any person who desires to comment on any item not on this agenda is provided this opportunity to address the City Council. Each person is requested to complete a sign-in form to be provided to the presiding officer prior to, or as soon as is practical thereafter, the person addresses the Council.

Jacqueline Odom, expressed concern regarding new construction in her area and possible flooding on her property due to the construction.

Chris Clark, requested Council's support for the 43rd Annual Spring Fling and asked for the waiver of fees for the Chisholm Park parking for the Bass Tournament.

Council consensus was to waive the fees for the event.

IX. Public Hearings

1. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-03**, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 5.26 acres identified as Bur Oak Boulevard Commercial, Project #ANX25-00022, generally located north of Bur Oak Boulevard, east of Tay Wes Drive, south of East Irlo Bronson Memorial Highway, and west of Live Oak Lake Road; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes. (Above is full title) (Final Public Hearing will be heard on March 12, 2026) **ACTION ON ORDINANCE NO. 2026-03**

City Clerk, Ivy Llauro read the Final Public Hearing for Ordinance No. 2026-03, 2026-04 and 2026-05 into the record by title.

Tisha Manning, Interim Community Development Director reviewed the proposed Ordinance.

Mayor Robertson announced the Public Hearing for Ordinance No. 2026-03 for public comment.

John Adams, applicant stated he was available for questions.

Council Member Paul made a motion to adopt Ordinance No. 2026-03. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

2. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-04**, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation of approximately +/- 5.26 acres identified as Bur Oak Boulevard, Project #CPA25-00013, generally located north of Bur Oak Boulevard, east of Tay Wes Drive, south of East Irlo Bronson Memorial Highway, and west of Live Oak Lake Road, from "COM" Commercial (County) to "COM" Commercial (City), providing for amending the official Future Land Use Map of the Comprehensive Plan, filing of the Planning Commission recommendation and proof of publication, applicability and effect, severability, copies on file and effective date. (Above is full title) **ACTION ON ORDINANCE NO. 2026-04**

Discussion for this item took place under Ordinance No. 2026-03

Council Member Urban made a motion to adopt Ordinance No. 2026-04. Council Member Fletcher seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

3. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-05**, an ordinance of the City Council of the City of St. Cloud, Florida, providing for the Zoning Amendment of the Zoning Map of the Land Development Code of the City of St. Cloud, Florida, specifically changing the zoning designation of approximately +/- 5.26 acres identified as Bur Oak Boulevard, Project #PUD26-00001 formerly ZMA25-00017, from "PD" Planned Development (County) to a "PUD" Planned Unit Development / Preliminary Master Plan (PUD/PMP) (City) zoning designation, with a Commercial Future Land Use designation adopted by Ordinance No. 2026-04, generally located north of Bur Oak Boulevard, east of Tay Wes Drive, south of East Irlo Bronson Memorial Highway, and west of Live Oak Lake Road, providing for entering the designation on the official Zoning Map; filing of the Planning Commission recommendation and proof of publication, severability, and effective date. (Above is full title) **ACTION ON ORDINANCE NO. 2026-05** (This is a Quasi-Judicial proceeding)

Discussion for this item took place under Ordinance No. 2026-03

Council Member Fletcher made a motion to adopt Ordinance No. 2026-05. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-1) Deputy Mayor Gilbert voted nay.

X. Council Action

1. Resolution No. 2026-028R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the Mayor to execute the Voluntary Billboard Relocation Agreement as authorized by Sec. 70.20, *Florida Statutes* with Outfront Media, LLC for the replacement and relocation of its billboard on 13th Street and authorizing the Mayor to execute the Franchise Agreement and providing an effective date.
   COST: There is no cost associated with this item.
   This item is to approve an Agreement with Outfront Media, LLC for the replacement and relocation of its billboard.

City Attorney Mantzaris explained this was a voluntary billboard relocation agreement with Outfront Media, LLC, authorized by Florida Statutes section 70.20. The city had started working on this in May, initially approving a similar agreement. The agreement allows for removing an existing billboard and replacing it with a digital billboard, with the city receiving certain advertising allotments.

Chris Ashley from Outfront Media, (2640 Northwest 17th Lane, Pompano Beach, presented details about the company and proposal, stating Outfront is a publicly traded company headquartered in New York with a local Orlando office. They have municipal contracts with organizations like MTA, Palm Train, and Massachusetts Bay Transportation Authority, never defaulting on a municipal contract in their 85-year history.

Ashley showed renderings of the proposed digital billboard location, visible to eastbound traffic. The sign face would be 14 feet tall by 48 feet wide. The content management system runs from their Spokane, Washington office with strict controls and immediate notification of issues.

He highlighted community benefits including emergency messaging capabilities for Amber Alerts, hurricane and tornado alerts with dynamic content linked to National Weather Service and Florida Emergency Management.

He stated in exchange, they would remove 5 existing static billboard faces within the city, including nonconforming billboards on the turnpike and a rare double-stacked billboard. This represents a net reduction in signage while removing older, nonconforming structures.

The city would receive 8 guaranteed advertising spots (2 per quarter) at no cost, plus space-available advertising. Ashley emphasized these billboards typically operate at 70-75% occupancy, so space is usually available within 24 hours to 3-4 days notice.

Deputy Mayor Gilbert supported the public-private partnership but had concerns about illumination near residential areas. Ashley explained the billboards have ambient light monitors that automatically adjust like cell phones, maintaining 0.3 foot candles maximum and only projecting light 240-250 feet due to louvers.

Mayor Robertson strongly supported the proposal, citing the need for better event marketing and public safety benefits. He appreciated removing the old billboard and noted the north-side location advertises to people entering rather than leaving the city.

City Attorney Mantzaris clarified issues that arose regarding PUD compliance, noting potential conflicts including height restrictions (35 feet PUD limit vs. 50 feet needed), setback requirements (25 feet vs. 5 feet), lighting provisions (PUD allows incandescent vs. LED digital), and signage restrictions.

Ashley stated that statute 70.20 allows circumventing local zoning codes, and their counsel believed this would also apply to PUD restrictions. City Attorney could not confirm this interpretation immediately but noted the agreement includes indemnification provisions.

Council Member Urban asked if they could approve the agreement contingent on staff working through PUD issues, with the understanding that if unresolvable, the deal would not proceed. City Manager confirmed authority to make minor administrative changes to PUDs.

Billy Rocker, property owner, supported the project, noting Ashley's successful management of their Disney-area billboard and arguing that statute 70.20 eliminates zoning restrictions.

Mayor Robertson made amotion to approve the billboard agreement with the condition that staff work through PUD issues and with correction of a typo on page 7 changing "calendar year" to "quarter." Council Member Fletcher seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

XI. First Readings and Introduction

The next items on the agenda are Ordinances before the Council for First Reading and Introduction for the sole purpose of the Council to authorize the publication of the ordinance for a final hearing. The Council will not take final action on the item tonight. Full presentations and public input on the ordinances will occur at the Final Hearing at which the Council will consider final action.

1. First Reading and Introduction for Ordinance No 2026-06, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 743.53 acres identified as Whaley Platt, Project #ANX25-00020, generally located north of Lake Tohopekaliga, east of Osceola Road, south of Kissimmee Park Road, and west of Lake Tohopekaliga Road; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes. (Above is full title) (Final Public Hearing will be heard on April 9, 2026) Action on Ordinance No. 2026-06

City Clerk, Ivy Llauro read the Ordinance No. 2026-06 into the record by title.

Council Member Urban made a motion to approve the first reading of Ordinance No. 2026-06. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

2. First Reading and Introduction for Ordinance No. 2026-07, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation of approximately +/- 743.53 acres identified as Whaley Platt Project #CPA25-00011, generally located north of Lake Tohopekaliga, east of Osceola Road, south of Kissimmee Park Road, and west of Lake Tohopekaliga Road; from “MXD” Mixed Use (County) to “MIX” Mixed Use (City), providing for amending the official Future Land Use Map of the Comprehensive Plan, filing of the Planning Commission recommendation and proof of publication, applicability and effect, severability, copies on file and effective date. (Above is full title) (Final Public Hearing will be heard on April 9, 2026) Action on Ordinance No. 2026-07.

City Clerk, Ivy Llauro read the Ordinance No. 2026-07 into the record by title.

Council Member Paul made a motion to approve the first reading of Ordinance No. 2026-07. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

3. First Reading and Introduction for Ordinance No. 2026-08, an ordinance of the City Council of the City of St. Cloud, Florida, providing for the Zoning Amendment of the Zoning Map of The Land Development Code of the City of St. Cloud, Florida, specifically changing the zoning designation of approximately +/- 743.53 acres identified as Whaley Platt, Project #ZMA25-00014, from “MXD” Mixed Use (County) to “MIX” Mixed Use (City), generally located north of Lake Tohopekaliga, east of Osceola Road,

south of Kissimmee Park Road, and west of Lake Tohopekaliga Road; providing for entering the designation on the official Zoning Map, filing of the Planning Commission recommendation and proof of publication, severability, and effective date.(Above is full title) (Final Public Hearing will be heard on April 9, 2026) Action on Ordinance No. 2026-08 (This is a Quasi-Judicial proceeding).

City Clerk, Ivy Llauro read the Ordinance No. 2026-08 into the record by title.

Council Member Paul made a motion to approve the first reading of Ordinance No. 2026-08. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

4. First Reading and Introduction for Ordinance No 2026-16, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 44.33 acres identified as Chisholm Estates, Project # ANX25-00025, generally located north of Old Oak Trail, east of East Lake Tohopekaliga, south of Lillian Black Road, west of South Narcoossee Road; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes. (Above is full title) (Final Public Hearing will be heard on April 9, 2026) Action on Ordinance No. 2026-16.

City Clerk, Ivy Llauro read the Ordinance No. 2026-16 into the record by title.

Council Member Paul made a motion to approve the first reading of Ordinance No. 2026-16. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

5. First Reading and Introduction for Ordinance No. 2026-10, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 9.79 acres identified as Narcoossee and Starline, Project #ANX26-00001, generally located north of J Street, east of Twisted Branch Lane, south of Lillian Black Road, and west of South Narcoossee Road; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes.(Above is full title) (Final Public Hearing will be heard on April 9, 2026) Action on Ordinance No. 2026-10.

City Clerk, Ivy Llauro read the Ordinance No. 2026-10 into the record by title.

Deputy Mayor Gilbert made a motion to approve the first reading of Ordinance No. 2026-10. Council Member Fletcher seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

6. First Reading and Introduction for Ordinance No. 2026-11, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation of approximately +/- 9.79 acres identified as Narcoossee and Starline, Project #CPA26-00001, generally located north of J Street, east of Twisted Branch Lane, south of Lillian Black Road, and west of South Narcoossee Road; from “LDR” Low Density Residential (County) to “COM” Commercial (City), providing for amending the official Future Land Use Map of the Comprehensive Plan, filing of the Planning Commission recommendation and proof of publication, applicability and effect, severability, copies on file and effective date. (Above is full title) (Final Public Hearing will be heard on April 9, 2026) Action on Ordinance No. 2026-11.

City Clerk, Ivy Llauro read the Ordinance No. 2026-11 into the record by title.

Council Member Fletcher made a motion to approve the first reading of Ordinance No. 2026-11. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

7. First Reading and Introduction for Ordinance No. 2026-12, an ordinance of the City Council of the City of St. Cloud, Florida, providing for the Zoning Amendment of the Zoning Map of the Land Development Code of the City of St. Cloud, Florida, specifically changing the zoning designation of approximately +/- 9.79 acres identified as Narcoossee and Starline, Project #ZMA26-00001, from "AC" Agriculture and Conservation and “R-2” Rural Development (County) to "HB" Highway Business (City), generally located north of J Street, east of Twisted Branch Lane, south of Lillian Black Road, and west of South Narcoossee Road; providing for entering the designation on the official Zoning Map, filing of the Planning Commission recommendation and proof of publication, severability, and effective date. (Above is full title) (Final Public Hearing will be heard on April 9, 2026) Action on Ordinance No. 2026-12 (This is a Quasi-Judicial proceeding).

City Clerk, Ivy Llauro read the Ordinance No. 2026-12 into the record by title.

Council Member Fletcher made a motion to approve the first reading of Ordinance No. 2026-12. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

8. First Reading and Introduction for Ordinance No. 2026-13, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 4.85 acres identified as Hickory Tree Road Community Center, Project #ANX25-00026, generally located north of Olive Mountain Bend, east of Old Hickory Tree Road, south of Nolte Road, and west of Hickory Tree Road; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes. (Above is full

title) (Final Public Hearing will be heard on April 9, 2026) Action on Ordinance No. 2026-13.

City Clerk, Ivy Llauro read the Ordinance No. 2026-13 into the record by title.

Council Member Paul made a motion to approve the first reading of Ordinance No. 2026-13. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

9. First Reading and Introduction for Ordinance No. 2026-14, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation of approximately +/- 4.85 acres identified as Hickory Tree Road Community Center, Project #CPA25-000016, generally located north of Olive Mountain Bend, east of Old Hickory Tree Road, south of Nolte Road, and west of Hickory Tree Road; from “CC” Community Center (County) to “CC” Community Center (City), providing for amending the official Future Land Use Map of the Comprehensive Plan, filing of the Planning Commission recommendation and proof of publication, applicability and effect, severability, copies on file and effective date. (Above is full title) (Final Public Hearing will be heard on April 9, 2026) Action on Ordinance No. 2026-14.

City Clerk, Ivy Llauro read the Ordinance No. 2026-14 into the record by title.

Council Member Paul made a motion to approve the first reading of Ordinance No. 2026-14. Council Member Fletcher seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

10. First Reading and Introduction for Ordinance No. 2026-15, an ordinance of the City Council of the City of St. Cloud, Florida, providing for the Zoning Amendment of the Zoning Map of the Land Development Code of the City of St. Cloud, Florida, specifically changing the zoning designation of approximately +/- 4.85 acres identified as Hickory Tree Road Community Center, Project #ZMA25-00020, from "CCC" Community Center Core (County) to "CCC" Community Center Core (City), generally located north of Olive Mountain Bend, east of Old Hickory Tree Road, south of Nolte Road, and west of Hickory Tree Road; providing for entering the designation on the official Zoning Map, filing of the Planning Commission recommendation and proof of publication, severability, and effective date. (Above is full title) (Final Public Hearing will be heard on April 9, 2026) Action on Ordinance No. 2026-15 (This is a Quasi-Judicial proceeding).

City Clerk, Ivy Llauro read the Ordinance No. 2026-15 into the record by title.

Council Member Paul made a motion to approve the first reading of Ordinance No. 2026-15. Council Member Fletcher seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

11. First Reading and Introduction for Ordinance No 2026-17, an ordinance of the City Council of the City of St. Cloud, Florida, Amending Chapter 3, Article 4, “Agricultural Zoning Districts”; Article 5, “Residential Zoning Districts”; and Article 14, “Use Regulations,” Section 3.14.30 “Accessory Dwelling Units (ADU)” of the Land Development Code. providing for severability, conflicts, codification, publication and an effective date.(Above is full title) (Final Public Hearing will be heard on April 9, 2026) Action on Ordinance No. 2026-17

City Clerk, Ivy Llauro read the Ordinance No. 2026-17 into the record by title.

Council Member Fletcher made a motion to approve the first reading of Ordinance No. 2026-17. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-1) Deputy Mayor Gilbert voted nay.

12. First reading and Introduction for Ordinance No. 2026-18, an ordinance of the City Council of the City of St. Cloud, Osceola County, Florida, amending chapter 24 “environment” article IX “open burning”, section 24-308 “emergency prohibition of burning or use of fireworks and related actions” to define “dangerous environmental conditions”; providing for conflict, severability, administrative correction, codification, publication and effective date.(Above is full title) (Final Public Hearing will be heard on April 9, 2026) Action on Ordinance No. 2026-18.

City Clerk, Ivy Llauro read the Ordinance No. 2026-18 into the record by title.

Deputy Mayor Gilbert made a motion to approve the first reading of Ordinance No. 2026-18. Council Member Fletcher seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

13. First Reading and Introduction for Ordinance No. 2026-19, an ordinance of the City Council of the City of St. Cloud, Florida, prescribing the manner of holding the regular election to be held on the first Tuesday after the first Monday of November each election year, to wit: November 3, 2026 with a primary election on August 18, 2026 (if required), pursuant to Chapter 20, Article 1, Section 20 of the Code of Ordinances of the City of St. Cloud, providing for an effective date. (Above is full title) (Final Public Hearing will be heard on April 9, 2026) Action on Ordinance No. 2026-19

City Clerk, Ivy Llauro read the Ordinance No. 2026-19 into the record by title.

Council Member Paul made a motion to approve the first reading of Ordinance No. 2026-19. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

XII. City Attorney

City Attorney reminded council about the special meeting Monday at 9 AM for economic development consultant presentations. He confirmed the start time and noted some candidates had withdrawn or had scheduling conflicts.

XIII. City Manager

City Manager recognized Citizens Academy attendees, noting their regular participation and requirement to attend one council meeting before graduation. She shared several positive announcements:

The city received the Government Finance Officers Association Popular Annual Financial Report Award. Combined with their distinguished budget award, since 2021 and certificate of achievement for excellence in financial reporting since 1998, St. Cloud became a GFOA triple crown recipient - an achievement of less than 2% of government entities nationwide and only the 25th city in Florida.

Osceola County installed three signs along the C-31 trail regarding the Historic Sugar Mill as previously requested by council, with two welcome to Sugar Mill trail signs and one at the historic site detailing Hamilton Disston history.

Congressman Soto agreed to sponsor their EOC and communication equipment federal request.

She welcomed the new Assistant City Manager Jabari Walker.

She congratulated Council Member Paul for being selected by Onyx Magazine's Women on the Move as a 2026 honoree. She presented information on two requests from Council Member Paul one of them sponsoring a table at the event for a table at $3,500 and requested council consideration.

City Manager Miller reported the utility bill passed both house and senate with their language apparently still included. Their projects remain in draft budget. The sovereign immunity bill was beneficial, increasing limits to $305,000 rather than higher House proposals, while including tort reform and shortened claim times.

A building permit bill could significantly impact the building department by changing fee calculations from project value to actual permit costs.

XIV. Mayor and Council Members

Council Member Paul mentioned last month's successful Roots and Rhythm event, which received positive feedback. Former NFL Green Bay Packers player Brent Fullwood participated and was excited about the hometown event.

She stated Senator Arrington Office held a remote session to listen to constituent concerns about state or local issues. While no one attended, it provided an opportunity for constituents to engage.

She wanted to revive discussion about individual council member allocations for community support, following up on workshop conversations about providing specific amounts for things happening in the community.

This led to extensive discussion about creating a policy for individual council member sponsorships. Mayor Robertson supported the idea, suggesting $10,000 per council member for nonprofit support with a maximum $1,500 per organization, and $5,000 per council member for dinner/event sponsorships. He emphasized the need for policy and controls to ensure fairness and transparency.

Council Member Urban expressed concern about using taxpayer money, especially with potential state legislation threatening municipal budgets. He preferred not spending allocated funds personally.

Deputy Mayor Gilbert supported the concept, comparing it to county betterment grants and emphasizing benefits for youth and community needs. He wanted proper policies and reporting requirements.

Council Member Fletcher agreed but emphasized the need for a formal policy and consciousness about taxpayer money.

After extensive discussion, the council reached consensus on creating a policy with the proposed amounts. City Manager confirmed she would bring back a policy for the next meeting, noting the money exists in the current budget. Council Member Paul confirmed her requests would fall under this policy framework.

Mayor Robertson stated these events would factor in to Council Member Paul's allotment.

Council Member Paul stated the policy would be brought back prior to the event on April 24th so it could be addressed then.

Council consensus was to sponsor the table at the Onyx Magazine event and bring back a Council Community Support policy to sponsor events with these events counting towards Council Member Pauls' allotment.

Council Member Paul requested inviting Dr. Christian Wells, director of the Center for Brownfields Research and Redevelopment from USF Tampa, to present about redevelopment grant opportunities. Council scheduled this for the May 21st workshop.

Council consensus was to have Mr. Wells present at the May 21st Workshop.

Council Member Gilbert stated he wanted to bring up the proclamation for National Day of Prayer for April, noting they missed getting the application in on time.
City Manager Miller clarified it was not submitted late but was not consistent with the recently approved policy. However, she noted this proclamation was read every single year for the 22 years she has worked there. Council provided consensus to include it in April.

Deputy Mayor Gilbert requested extending disabled swimming pool rates to anyone disabled, not just St. Cloud residents. He noted there were 12 people who previously qualified, with 4 outside the city and 2 outside the JPA. He emphasized many disabled people use pools for rehabilitation and there aren't many available pools in the area. City Manager confirmed she could update the internal policy to extend to any disabled person.

Council consensus was to move forward with the change.

Deputy Mayor Gilbert distributed information about federal funding for cities, noting 43% of cities maintain federal roads but only receive 16% of federal funds because money goes through the state. The BASICS Act would provide direct federal funding to cities, cutting out the middleman. He requested council review and consider supporting a letter from the mayor, city manager, or full council.

He announced his appointment as chairman of the Transportation Disadvantaged Local Coordination Board for Orange, Osceola, and Seminole Counties. The board received an additional $3 million for transportation services for elderly and disabled residents. He explained the service helps people staying at home longer rather than moving to institutions, providing $4 transportation for doctor visits. He was working to improve efficiency, noting only 17% of trips have multiple passengers.

Deputy Mayor Gilbert thanked Mayor Robertson for their productive conversation about Metro Plan, infrastructure, and the city. He appreciated the council and staff support and looked forward to the National Prayer Day.

Council Member Urban praised Deputy Mayor Gilbert's work on the Metro Plan Board and thanked council for the individual grants policy discussion. He requested removing Garrett Bonetti from the Veterans Council due to non-attendance and nominating Heather Stockdale, who was very interested in serving.

Council Member Urban made a motion to remove Garrett Bonetti from the Veterans Council and add Heather Stockdale. Deputy Mayor Gilbert seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

Mayor Robertson asked Fire Chief Miller for a hiring update. Chief Miller reported hiring 36 of 48 positions, with 7 paramedics currently in fire school sponsored by the city, expected to finish by late April. The Mayor praised the progress and noted the large training class (52 people) at their training grounds.

Police Chief Gerke provided updates on federal funding requests. Congressman Soto was sponsoring requests for the new emergency operations center and communications center, originally asking for $2.6 million in equipment including computer aided dispatch servers and video walls. About $1.2 million was previously approved but canceled due to government shutdown. They resubmitted the full amount.

Chief also discussed $1 million in funding for movable vehicle barricades for downtown events, emphasizing public safety in the current threat environment. These would quickly deploy to prevent vehicles from entering pedestrian areas, whether accidentally or intentionally.

Mayor Robertson praised both departments and their recent awards ceremony, noting the overwhelming community and council support. He mentioned St. Cloud's ranking as 37th safest city nationally for cities their size in 2024, with crime rates continuing to decline in 2025.

Mayor Robertson proposed recreating the St. Cloud Agricultural Advisory Committee to address agricultural issues arising from annexations. He noted conversations with the agricultural community during fair time and concerns raised after the last meeting's chicken ordinance discussion.

He envisioned a committee similar to the Veterans Council, meeting quarterly, to advise on agricultural issues and opportunities. As the city annexes agricultural properties, especially in Kissimmee Park area, they need expert guidance to ensure compliance while allowing continued agricultural activities.

Deputy Mayor Gilbert strongly supported the idea, noting the community's agricultural heritage and the need for expert input. City Attorney Mantzaris agreed to bring back a proposal similar to the previous agricultural committee structure.

Council consensus was to bring back an agricultural committee.

Mayor Robertson provided updates on Soldier City Sundays, announcing a schedule change to second and fourth Sundays only to rebuild the base after some attendance issues. They've received many new applications since the Citizens Foundation covered insurance.

They were planning a veterans parade for next year, having missed last year while Kissimmee held theirs. The Veterans Council has created a subcommittee for this purpose.

He noted Claudia from the Daughters of the American Revolution would attend the Veterans Council meeting to discuss placing a monument at Veterans Park in chronological order with existing monuments.

Mayor Robertson announced he was being asked to assume the second vice president role at the Tri County League of Cities, which would put him in line to be president in two years when St. Cloud would host. He noted the upcoming meeting on the 19th with numerous state representatives and senators attending.

He confirmed Council Member Paul's two specific requests would be evaluated under the new policy framework once established.

The mayor concluded by noting his role as lowest paid city employee (along with other council members) and personal financial challenges when having to personally support community requests after official denials. He emphasized the importance of finding ways to continue community support through official channels.

XV. Information Section and Report Section

Reports:
Warrant List # 5 FY 26

- Recreation Advisory Committee Minutes August 2025 — Approved
- Economic Development Advisory Committee Minutes January 21, 2026
- Community Redevelopment Agency Minutes December 4, 2025
- Monday, March 16, 2026 – City Council Workshop – 9:00 a.m., City Hall, Council Chambers

  Thursday, March 19, 2026 – City Council Workshop – 2:30 p.m., City Hall, Council Chambers

  Thursday, April 9, 2026 – City Council Meeting – 6:30 p.m., City Hall, Council Chambers

XVI. Adjournment: 9:17 p.m.

_____

Mayor Christian B. Robertson

ATTEST:

_____

City Clerk, Ivy Llauro

Minute Approved: _____

Meeting: April 9, 2026

Agenda Item Type: Public Hearings
Resolution No. 2026-023R Graceful Christian Academy

Community Development Agenda Item:
PUBLIC HEARING FOR RESOLUTION NO. 2026-023R, a resolution of the City Council of the City of St. Cloud, Florida, granting a conditional use for a "Private School" in the Single-Family Dwelling "R-1B" Zoning District on the +/- 2.45 acres of land known as Graceful Christian Academy, Project #CNU25-00008, located at 1215 Old Hickory Tree Road, as described in the body of this resolution. (Above is full title) **ACTION ON RESOLUTION NO. 2026-023R**

Strategic Key Focus Areas:
High-Performing Government

Background Information:
The subject property is located at 1215 Old Hickory Tree Road, St. Cloud, FL 34771. The subject property has a Future Land Use designation of Institutional and is located within the "R-1B" Single-Family Dwelling Zoning District.

The applicant is proposing to conduct the private school within two modular buildings located on the property. It will consist of a maximum of twenty (20) students, ranging from kindergarten to 12th grade with two (2) staff on site per building. Monday through Friday from 8am to 3:30pm.

The previous Conditional Use (CNU25-00001) at this location was for the Altar Academy, which was a similar use. In that process, concerns were raised regarding traffic and stacking due to the food pantry on site. Code Compliance conducted onsite investigations and did not observe any stacking or traffic issues during the hours of the food pantry operation. Staff concluded that the traffic concerns were resolved, and the Conditional Use was approved by Council on September 11, 2025. This is a new application for consideration as the conditions of approval for CNU25-00001 stated the approved Conditional Use was for "The Altar Academy" only. Any change to the school ownership required a new Conditional Use.

Legal Authority:
Section 1.3.3.3.c. of the Land Development Code states that before any conditional use is granted, the City Council shall make a finding, based upon the consideration of the factual matters stated as questions, that the granting of the conditional use will not adversely affect the public interest, but rather will promote the public health, safety, and general welfare. Such finding shall be made if all of the factual matters, stated as questions, are answered in the affirmative, but if not, the conditional use application shall be denied.

Budget and Recommendation:
There is no cost associated with this item.

On March 17, 2026, the Planning Commission – Motion by Grigsby to recommend approval with conditions as stated by staff, seconded by Bridgeforth. Passed 5-0.

Staff has reviewed this request for a Conditional Use on or before February 24th, 2026, and recommends: **APPROVAL WITH CONDITIONS** of the request of a Conditional Use for "Private School" in the "R-1B" Single Family Dwelling Zoning District for Resolution No. 2026-023R:

1. The approval of the requested Conditional Use does not constitute the approval of the provided concept plan. Changes to the site will require approval of a Site Development Plan and any additional approvals required by the Land Development Code.

2. No reduction in parking shall be permitted.

3. This approval is for a private school, Graceful Christian Academy (subject to Land Development code 1.3.3.3.e) and is valid only while the initial Certificate of Use remains active. If the Certificate of Use expires or the school changes ownership, the new operator must apply for a conditional use permit to continue operating.

4. For as long as the use permitted hereunder continues, in the event that stacking or standing of vehicles encroaches into the public right-of-way or otherwise interferes with flow of vehicular traffic as determined by the City, the Resolution may be brought back before the City Council for review and consideration of additional conditions to address traffic issues or possible revocation of the rights granted hereunder in perpetuity.

Finance Director's Comments:
N/A

Procurement Director's Comments:
N/A

City Manager's Comments:
City Manager recommends approval

City Council Action:
4/9/26- Final Action

Attachments:
1. 1. CNU25-00008 GRACEFUL CHRISTIAN ACADEMY CC STAFF REPORT 040926
2. 2. CNU25-00008 Resolution No. 2026-023R 040926 CC
3. 3. CNU25-00008 Conceptual Plan

City Council Staff Report
Meeting Date: April 09, 2026

DRC Case No.
CNU25-00008

Resolution No.
2026-023R

Type of Application
Conditional Use

Case Name
Graceful Christian Academy

Applicant/Agent
Luke Anthony / Joexly Sanchez

Address/Location
1215 Old Hickory Tree Road, St. Cloud, FL 34741

Parcel ID No.
06-26-31-0725-0001-0081

Total Land Area
+/- 2.45 acres

Project Planner
Shaun Raja
Senior Planner



Figure 1 – Aerial Map

Request

The applicant is requesting approval of a Conditional Use for a "Private School" known as Graceful Christian Academy in the "R-1B" Single-Family Dwelling Zoning District, as shown in **Figure 1** above.

Background

The subject property is located at 1215 Old Hickory Tree Road, St. Cloud, FL 34771. The subject property has a Future Land Use designation of Institutional and is located within the "R-1B" Single-Family Dwelling Zoning District.

The applicant is proposing to conduct the private school within two modular buildings located on the property. It will consist of at maximum twenty (20) students, ranging from kindergarten to 12th grade with two (2) staff on site per building. Monday through Friday from 8am to 3:30pm.

The previous Conditional Use (CNU25-00001) at this location was for the Altar Academy, which was a similar use. In that process concerns were raised regarding traffic and stacking due to the food pantry on site. Code Compliance conducted on-site investigations and did not observe any stacking or traffic issues during the hours of the food pantry operation. Staff concluded that the traffic concerns were resolved, and the Conditional Use was approved by Council on September 11, 2025. This is a new application for consideration as the conditions of approval for CNU25-00001 stated the approved Conditional Use was for "The Altar Academy" only. Any change to the school ownership required a new Conditional Use.

The following table summarizes adjacent Future Land Use designations, Zoning districts, and existing uses.

TABLE 1: ZONING & FUTURE LAND USE OF NEIGHBORING PROPERTIES			
Direction	***Zoning***	***Future Land Use***	***Existing Land Use***
North	"RS-3" Residential Single- Family (County)	Low Density Residential (County)	Single Family - Improved
East	"RS-3" Residential Single- Family (County)	Low Density Residential (County)	Single Family – Improved
West	"HB"- Highway Business / "MH-A" Manufactured – Mobile Home Annexation	Medium Density Residential / Commercial	Mobile Home- Improved / Retail Convenience Store
South	"PUD" – Planned Unit Development	Commercial	Retail Strip Center – Multi Tenant

Figures 2 and 3 depict the current Future Land Use designations and Zoning Districts.

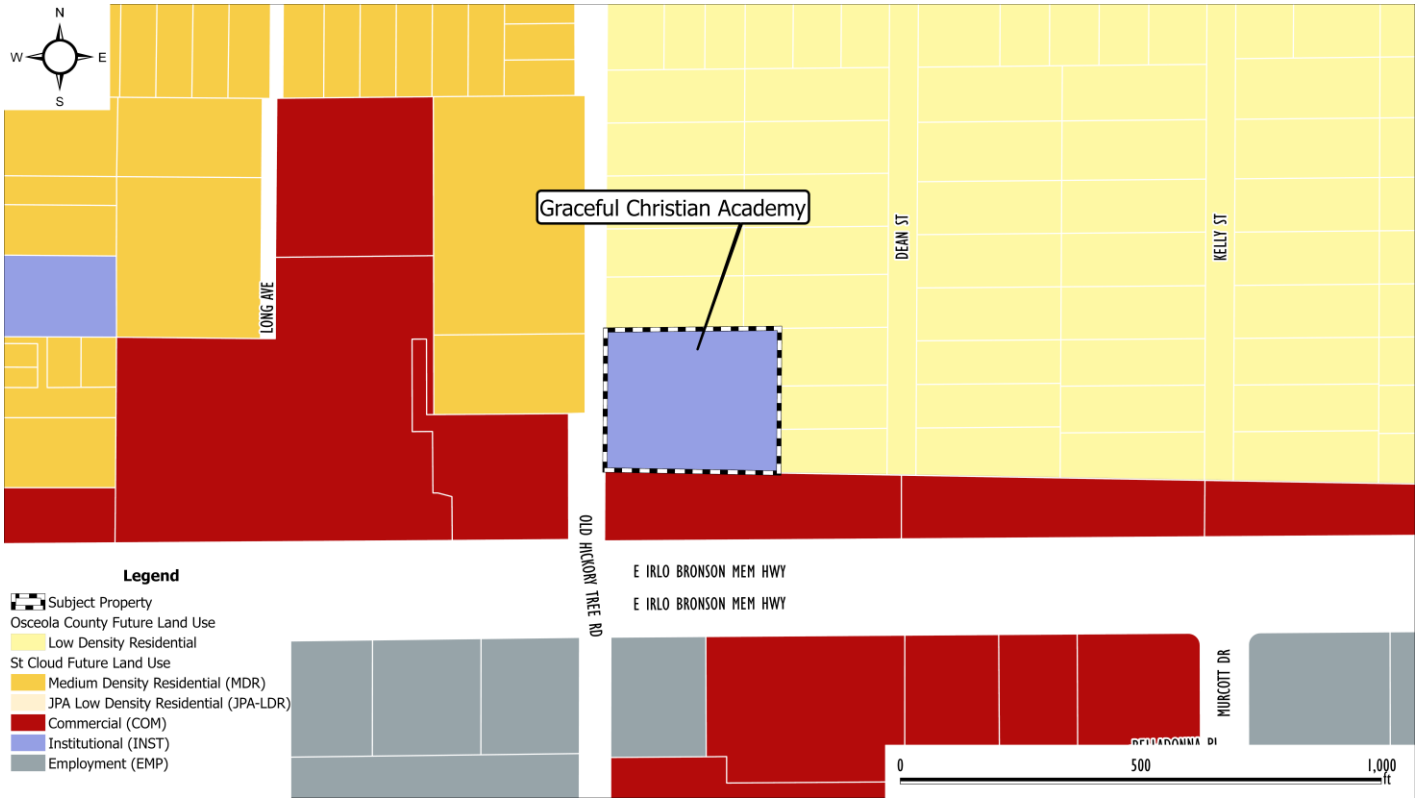


Figure 2 – Future Land Use Map

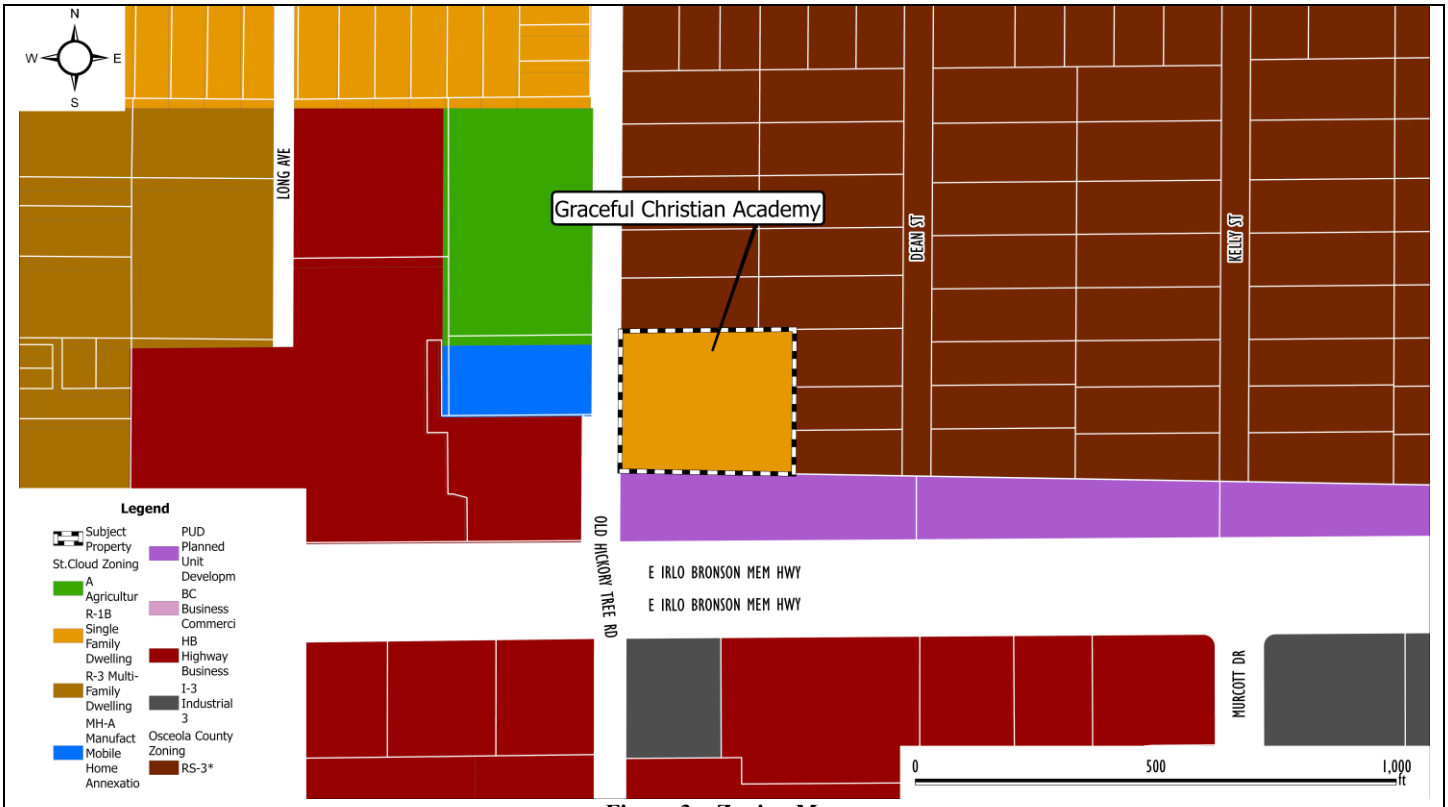


Figure 3 – Zoning Map

Public Notice

Notice of Public Hearing was mailed to property owners within 500 feet of the subject property and was advertised as required by State Statutes. No oral or written comments were received from the public at the time of this report's distribution. Additional public comments may be presented at the public hearing.

Findings

Staff has reviewed the applicant's response to the factual matters of Section 1.3.3.C.3.b of the Land Development Code. The applicant's responses follow the **bolded** LDC language, and staff's comments follow in *italics*:

1. **Is the conditional use consistent with the general pattern of the land development within the zoning district.**

   The proposed use of 2 existing modulars for a private school is entirely consistent with the general pattern of the location. These buildings have been used for the same purpose with other schools for many years previously.

   The proposed Conditional Use is consistent with the general pattern of land development within the zoning district as the intent for non-residential uses within "R-1B" and other Single-Family Dwelling districts is to provide services to the immediate and adjacent areas per Section 3.5.1.A of the Land Development Code.

2. **How is the conditional use consistent with the trends of development in the area or neighborhood, as opposed to being detrimental to the area or neighborhood.**

   There will be no detriment to the area or neighborhood, only improvement in services offered to our local community. As the area has trended to growth with several neighborhoods being built nearby services like this school are essential.

   The proposed Conditional Use is consistent with the trends of development within the "R-1B" zoning

district as it fulfills a public service to the immediate and adjacent areas that the zoning district was designed for. The parcels to the west and south of the subject property house retail or commercial uses, while the parcels to the north and east are single-family dwellings. This particular use would diversify the services within the immediate area and allow the residents to have a walkable option for school-aged children.

3. **How is the conditional use consistent with the patterns of development intensity in the area or neighborhood?**

   It is a low-density school consistent with the residential area zoning and fits with Policy 1.1.2: which encourages economic development while not adding any effect to the natural environment as the buildings are existing.

   The proposed Conditional Use is consistent with the patterns of development intensity in the area. Low Density Residential allows for up to 4 dwelling units per gross acre, however there is already a place of worship residing at this location. Places of worship often have secondary uses such as private schools, and the level of intensity does not drastically increase by allowing these secondary uses. The hours of operation do not overlap, and the number of students and staff is significantly less than when a service is in session for a place of worship.

4. **How does the conditional use have reasonable effect on existing traffic patterns, movements, and intensities without adverse impacts.**

   The school traffic is minimal, and this location has more than adequate traffic movement with its proximity to a traffic light at Hickory Tree Rd and 192.

   This proposed Conditional Use will have a reasonable impact on existing traffic patterns as it is setback from the main roadway and has other access points to local thoroughfares such as 10th Street. It is not anticipated that the site will exceed maximum trips for the use, however a Traffic Impact Analysis is not required at this level of review. The concept plan for the proposed Conditional Use shows the school will utilize the entire circular drive aisle around the church to mitigate traffic concerns and keep as much traffic as possible off the main roadway during peak hours.

5. **Is the conditional use consistent with the City's Comprehensive Plan?**

   The conditional use mirrors the City's Comprehensive plan with its goal of providing adequate access to vital services for our community. It has the added benefit of adding educational capacity to the City outside the delay of the school board.

   The proposed Conditional Use provides the opportunity to create a more walkable area between the private school facility and the adjacent single-family dwellings. This is in line with the City's Comprehensive Plan goal of providing access to various land uses through alternative transportation modes as stated in section C.b of the Transportation Element.

6. **Can the conditional use development be designed to function effectively for its intended purpose without creating negative off-site impacts for adjoining parcels?**

   With recent adjustments to the church food pantry to a walk-in instead of a drive through system we have eliminated all negative impacts to the adjoining parcels and are looking forward to being good neighbors with all of our community nearby.

   The proposed Conditional Use should have minimal to no off-site impacts based on the proposed use and operational hours.

Consistency With Strategic Plan Goals

The proposed Conditional Use request meets the intent of the following goals of the City of St. Cloud Strategic Plan:

- ***High-Performing Government:*** To focus on the continuity and sustainability of core public services.

Staff Recommendations

Staff has reviewed this request for a Conditional Use on or before February 24th, 2026, and recommends: **APPROVAL WITH CONDITIONS** of the request of a Conditional Use for "Private School" in the "R-1B" Single Family Dwelling Zoning District for Resolution No. 2026-023R:

1. The approval of the requested Conditional Use does not constitute the approval of the provided concept plan. Changes to the site will require approval of a Site Development Plan and any additional approvals required by the Land Development Code

2. No reduction in parking shall be permitted.

3. This approval is for a private school, Graceful Christian Academy (subject to Land Development code 1.3.3.3.e) and is valid only while the initial Certificate of Use remains active. If the Certificate of Use expires or the school changes ownership, the new operator must apply for a conditional use permit to continue operating.

4. For as long as the use permitted hereunder continues, in the event that stacking or standing of vehicles encroaches into the public right-of-way or otherwise interferes with flow of vehicular traffic as determined by the City, the Resolution may be brought back before the City Council for review and consideration of additional conditions to address traffic issues or possible revocation of the rights granted hereunder in perpetuity.

Planning Commission Recommendation

On March 17, 2026, the Planning Commission – Motion by Grigsby to recommend approval with conditions as stated by staff, seconded by Bridgeforth. Passed 5-0.

City Council Requested Action

The applicant is requesting approval of a Conditional Use for a "Private School" known as Graceful Christian Academy in the "R-1B" Single Family Dwelling Zoning District. The City Council shall review the recommendation from the Planning Commission and render a decision based on the recommendation and information presented. The Planning Commission recommendation is based on Section 1.3.3.3.c of the Land Development Code.

Attachments

- Resolution No. 2026-023R
- Conceptual Plan

RESOLUTION NO. 2026-023R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, GRANTING A CONDITIONAL USE FOR A "PRIVATE SCHOOL" IN THE SINGLE-FAMILY DWELLING "R-1B" ZONING DISTRICT ON THE +/- 2.45 ACRES OF LAND KNOWN AS GRACEFUL CHRISTIAN ACADEMY, PROJECT #CNU25-00008, LOCATED AT 1215 OLD HICKORY TREE ROAD, AS DESCRIBED IN THE BODY OF THIS RESOLUTION.

WHEREAS, the applicant has made application for a Conditional Use for a "Private School" and has been assigned DRC# CNU25-00008; and

WHEREAS, the Planning Commission held a public hearing on this request on March 17, 2026, at which it made a recommendation of CONDITIONAL APPROVAL; and

WHEREAS, the City Council held a public hearing on this request on April 9, 2026, and determined that the request for a Conditional Use satisfies the six criteria for granting a Conditional Use required by Section 1.3.3.3.b of the Land Development Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ST. CLOUD, FLORIDA, as follows:

SECTION 1.
The subject property to which this Conditional Use is applicable is shown in Exhibit A and more specifically described below:

PARCEL ID: 06-26-31-0725-0001-0081

LEGAL DESCRIPTION:

S L & I C PB B PG 63 & 64 COM AT NE COR OF S 1/2 OF LOT 437, S 220 FT TO POB; N 88 DEG E 75 FT, S 299.62 FT TO S/L OF SEC, W 360 FT TO E R/W HICKORY TREE RD, N 291.13 FT, N 88 DEG E 285.46 FT TO POB

TOGETHER WITH:

All lying and being in Osceola County, Florida.

CONTAINING +/- 2.45 ACRES, MORE OR LESS.

SECTION 2.
The Conditional Use is for a "Private School" in the Single-Family Dwelling "R-1B" Zoning District as shown conceptually in Exhibit B.

SECTION 3.
The City Council has determined that the granting of Conditional Use will not adversely affect the public interest, but rather will promote the health, safety, and general welfare. This determination is based upon, but not limited to, consideration of the following factual matters in Section 1.3.3.3.b of the Land Development Code:

1. Is the conditional use consistent with the general pattern of land development within the zoning district?
2. Is the conditional use consistent with the trends of development in the area or neighborhood, as opposed to being detrimental to the area or neighborhood?
3. Is the conditional use consistent with the patterns of development intensity in the area or neighborhood?
4. Does the conditional use have reasonable effect on existing traffic patterns, movements and intensities without adverse impacts?
5. Is the conditional use consistent with the City's Comprehensive Plan?
6. Can the conditional use development be designed to function effectively for its intended purpose without creating negative off-site impacts for adjoining parcels?

SECTION 4.
The following Conditions must be adhered to and will continually remain applicable on the approved property.

1. The approval of the requested Conditional Use does not constitute approval of the provided concept plan. Changes to the site will require approval of a Site Development Plan and any additional approvals required by the Land Development Code.
2. No reduction in parking shall be permitted.
3. This approval is for a private school, Graceful Christian Academy (subject to Land Development code 1.3.3.3.e) and is valid only while the initial Certificate of Use remains active. If the Certificate of Use expires or the school changes ownership, the new operator must apply for a conditional use permit to continue operating.
4. For as long as the use permitted hereunder continues, in the event that stacking or standing of vehicles encroaches into the public right-of-way or otherwise interferes with flow of vehicular traffic as determined by the City, the Resolution may be brought back before the City Council for review and consideration of additional conditions to address traffic issues or possible revocation of the rights granted hereunder in perpetuity.

SECTION 5.
The Conditional Use granted by this resolution shall expire twelve (12) months after the effective date of such action by the City Council unless any required local business tax receipt or building permit based upon and incorporating the Conditional Use is obtained within one year of the approval date of this resolution.

SECTION 6.
This resolution shall take effect immediately upon its adoption by the City of St. Cloud, Florida.

ADOPTED this 9th day of April 2026

CITY OF ST. CLOUD

_____
Christian B. Robertson, Mayor

ATTEST:

_____
Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED:
de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP

_____
Daniel F. Mantzaris, City Attorney

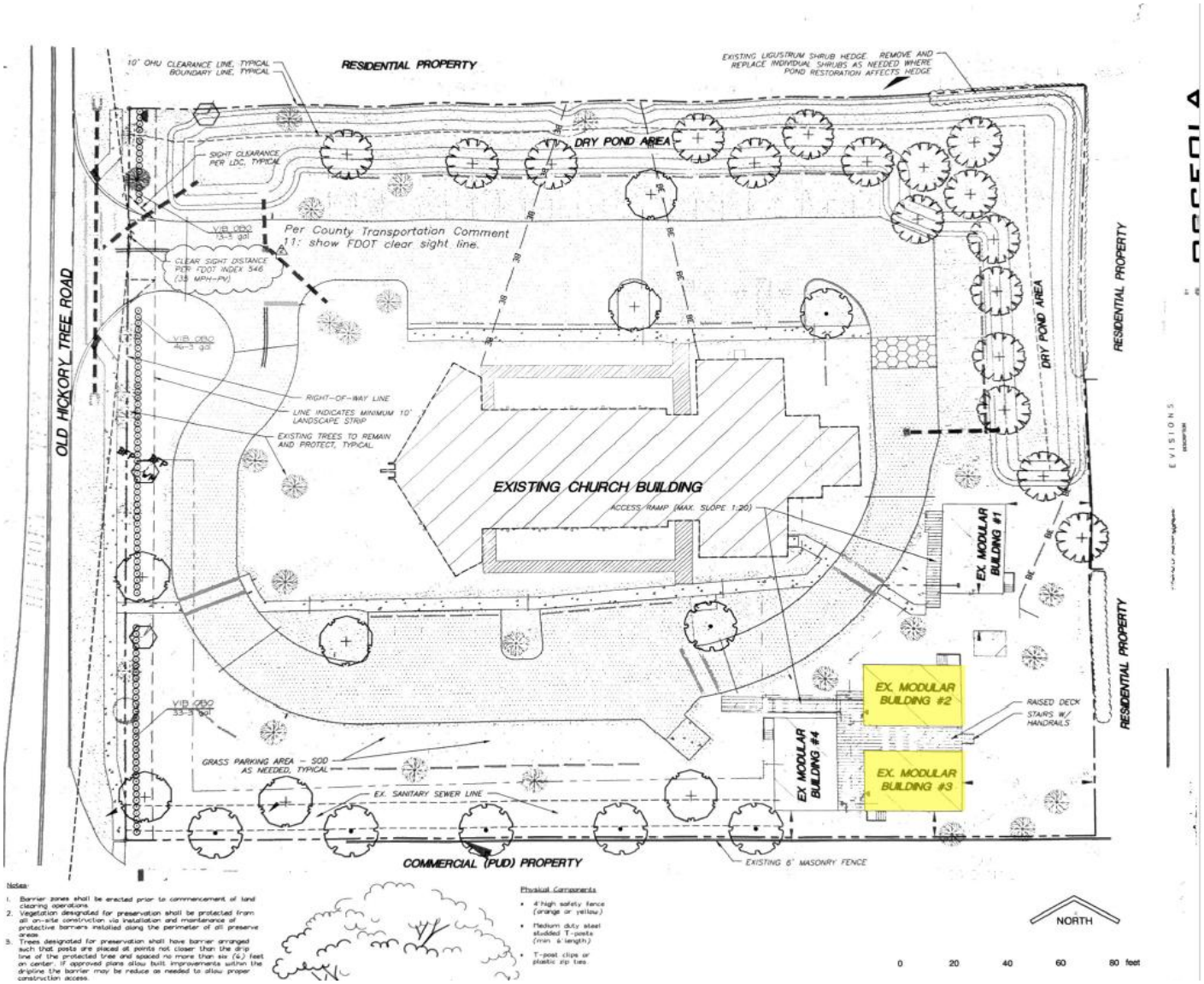
Pursuant to Section 695.26 (3) (f), this instrument exempt from Chapter 695, F.S.

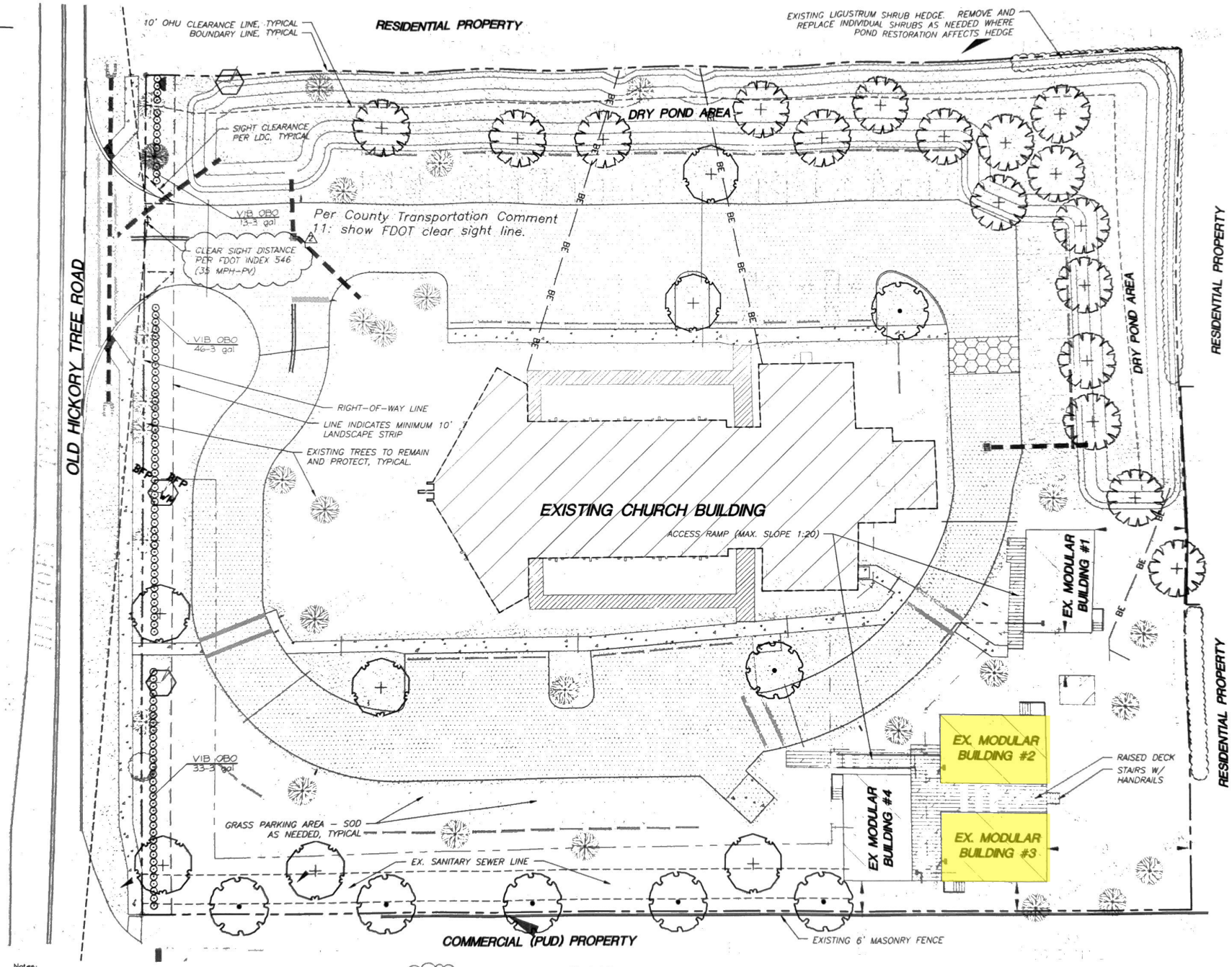
Exhibit "A"



PID: 06-26-31-0725-0001-0081

Exhibit "B"


RESIDENTIAL PROPERTY
10' OHU CLEARANCE LINE, TYPICAL
BOUNDARY LINE, TYPICAL
EXISTING LIGUSTRUM SHRUB HEDGE. REMOVE AND REPLACE INDIVIDUAL SHRUBS AS NEEDED WHERE POND RESTORATION AFFECTS HEDGE
DRY POND AREA
SIGHT CLEARANCE PER LDC, TYPICAL
Per County Transportation Comment 11: show FDOT clear sight line.
CLEAR SIGHT DISTANCE PER FDOT INDEX 546 (35 MPH-PV)
OLD HICKORY TREE ROAD
RIGHT-OF-WAY LINE
LINE INDICATES MINIMUM 10' LANDSCAPE STRIP
EXISTING TREES TO REMAIN AND PROTECT, TYPICAL
EXISTING CHURCH BUILDING
ACCESS RAMP (MAX. SLOPE 1:20)
EX. MODULAR BUILDING #1
EX. MODULAR BUILDING #2
EX. MODULAR BUILDING #3
EX. MODULAR BUILDING #4
RAISED DECK STAIRS W/ HANDRAILS
GRASS PARKING AREA - SOD AS NEEDED, TYPICAL
EX. SANITARY SEWER LINE
COMMERCIAL (PUD) PROPERTY
EXISTING 6' MASONRY FENCE
RESIDENTIAL PROPERTY
DRY POND AREA
RESIDENTIAL PROPERTY
NORTH
0 20 40 60 80 feet



Notes:

1. Barrier zones shall be erected prior to commencement of land clearing operations.
2. Vegetation designated for preservation shall be protected from all on-site construction via installation and maintenance of protective barriers installed along the perimeter of all preserve areas.
3. Trees designated for preservation shall have barrier arranged such that posts are placed at points not closer than the drip line of the protected tree and spaced no more than six (6) feet on center. If approved plans allow built improvements within the dripline the barrier may be reduce as needed to allow proper construction access.



Physical Components

- 4' high safety fence (orange or yellow)
- Medium duty steel studded T-posts (min. 6' length)
- T-post clips or plastic zip ties

Meeting: April 9, 2026

Agenda Item Type: Public Hearings
Ordinance No. 2026-16 Chisholm Estates ANX

Community Development Agenda Item:
FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-16, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 44.33 acres identified as Chisholm Estates, Project # ANX25-00025, generally located north of Old Oak Trail, east of East Lake Tohopekaliga, south of Lillian Black Road, west of South Narcoossee Road; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes. (Above is full title) **ACTION ON ORDINANCE NO. 2026-16**

Strategic Key Focus Areas:
High-Performing Government

Background Information:
The subject property is generally located north of Old Oak Trail, east of East Lake Tohopekaliga, south of Lillian Black Road, and west of South Narcoossee Road. The subject property is currently contiguous to the St. Cloud City Limits and is located within the Joint Planning Area Interlocal Agreement with Osceola County.

The annexation request is part of an encumbrance agreement that the owner(s) of the property signed. When the City of St. Cloud provides potable water and/or sanitary sewer services to a property in unincorporated Osceola County located within the Joint Planning Area (JPA) Boundary, it is required that a Notice of Encumbrance document be executed by the property owners/developers and the City, which is recorded in the public records of Osceola County. Once a property is encumbered, it allows the City to process a voluntary annexation to bring the property into the municipal boundary. A Notice of Encumbrance is a recorded covenant in the public records of Osceola County and remains connected to the property. The encumbrance continues to be valid even when the property is sold or transferred. The Notices of Encumbrance for the Chisholm Estates annexation project are listed in Attachment A.

As part of the project ANX25-00025, the City held a Neighborhood Information Meeting on Monday, March 9, 2026, from 6:00pm until 7:30pm, at Narcoossee Elementary School. Notice of the Neighborhood Information Meeting and benefits flyer were mailed to all impacted property owners on March 2, 2026. General discussion included concerns about the transfer of the MSTU for the stormwater pond and street lighting. The Neighborhood Information Meeting summary can be found in Attachment B of the Staff Report.

Legal Authority:
Section 171.044, Voluntary Annexation, Florida Statutes.

Budget and Recommendation:
There is no cost associated with this item.

On March 17, 2026, the Planning Commission – Motion to recommend approval by Bridgeforth. Seconded by Grigsby. Passed 4-1 Alexander voted nay.

Staff reviewed this request for a Voluntary Annexation on or before February 26, 2026, with no objections. Staff recommends **APPROVAL** of the request for Voluntary Annexation for Ordinance No. 2026-16.

Finance Director's Comments:
N/A

Procurement Director's Comments:
N/A

City Manager's Comments:
City Manager recommends approval

City Council Action:
4/9/26 - Final Action
3/12/26 - Motion to approve the First Reading and Introduction for Ordinance No. 2026-16, by Paul. Seconded by Urban. Passed 5-0

Attachments:
1. 1. ANX25-00025 Chisholm Estates Staff Report 04092026 CC2
2. 2. ORD 2026-16 - Chisholm Estates ANX 04092026 CC2
3. 3. ANX25-00025 16 FINDINGS
4. 3. ANX25-00025 Chisholm Estates Neighborhood Information Meeting_COMBINED

City Council Staff Report

Meeting Date: April 9, 2026

DRC Case No./Ord. No.
ANX25-00025/ 2026-16

Type of Application
Voluntary Annexation

Case Name
Chisholm Estates
Encumbrance Annexation

Applicant/Owner
City of St. Cloud

Agent
City of St. Cloud

Address/Location
North of Old Oak Trail, east of East Lake Tohopekaliga, south of Lillian Black Road, west of South Narcoossee Road; within the Joint Planning Area Interlocal Agreement (JPA).

Parcel ID #
See Attachment A

Total Land Area
+/- 44.33 acres

Project Planner
Caroline Horton
Senior Planner

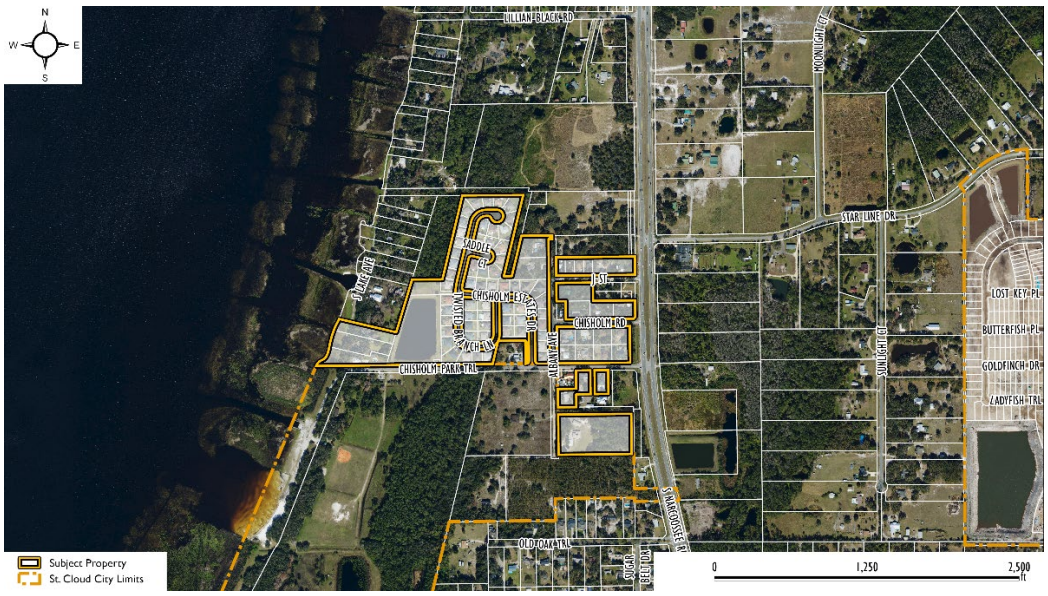


Figure 1 – Aerial Map

Request

The applicant is requesting consideration of an encumbrance annexation of +/- 44.33 acres of land, known as Chisholm Estates Encumbrance Annexation pursuant F.S. 171.044. The subject properties are shown in **Figure 1** above.

Background

The subject property is generally located north of Old Oak Trail, east of East Lake Tohopekaliga, south of Lillian Black Road, and west of South Narcoossee Road. The subject property is currently contiguous to the St. Cloud City Limits and is located within the Joint Planning Area Interlocal Agreement with Osceola County.

The annexation request is part of an encumbrance agreement that the owner(s) of the property signed. When the City of St. Cloud provides potable water and/or sanitary sewer services to a property in unincorporated Osceola County located within the Joint Planning Area (JPA) Boundary, it is required that a Notice of Encumbrance document be executed by the property owners/developers and the City, which is recorded in the public records of Osceola County. Once a property is encumbered, it allows the City to process a *voluntary* annexation to bring the property into the municipal boundary. A Notice of Encumbrance is a recorded covenant in the public records of Osceola County and remains connected to the property. The encumbrance continues to be valid even when the property is sold or transferred. The Notices of Encumbrance for the Chisholm Estates annexation project are listed in Attachment A.

As part of the project ANX25-00025, the City held a Neighborhood Information Meeting on Monday, March 9, 2026, from 6:00pm until 7:30pm, at Narcoossee Elementary School. Notice of the Neighborhood Information Meeting and benefits flyer were mailed to all impacted property owners on March 2, 2026. General discussion included concerns about the transfer of the MSTU for the stormwater pond and street lighting. The Neighborhood Information Meeting summary can be found in Attachment B of the Staff Report.

The following table summarizes adjacent Future Land Use designations, Zoning districts and existing uses.

TABLE 1: ZONING & FUTURE LAND USE OF NEIGHBORING PROPERTIES

Direction	*Zoning*	*Future Land Use*	*Existing Land Use*
North	"LDR" and "AC" (County)	Low Density Residential (County)	Single-Family – Improved/Vacant
East	"CN" and "AC" (County)	Rural Enclave / Commercial / NC (County)	Single-Family – Improved/Vacant/ Commercial
West	Waterbody	Waterbody	Waterbody
South	"OR" Open Space/Rec / PUD (City) R-1 (County)	Low Density Residential (County) Low Density Residential/ Park/Open Space (City)	Park/Single Family

Figures 2 and 3 below depict the current Future Land Use Map designations and Zoning districts within the City and Unincorporated Osceola County.

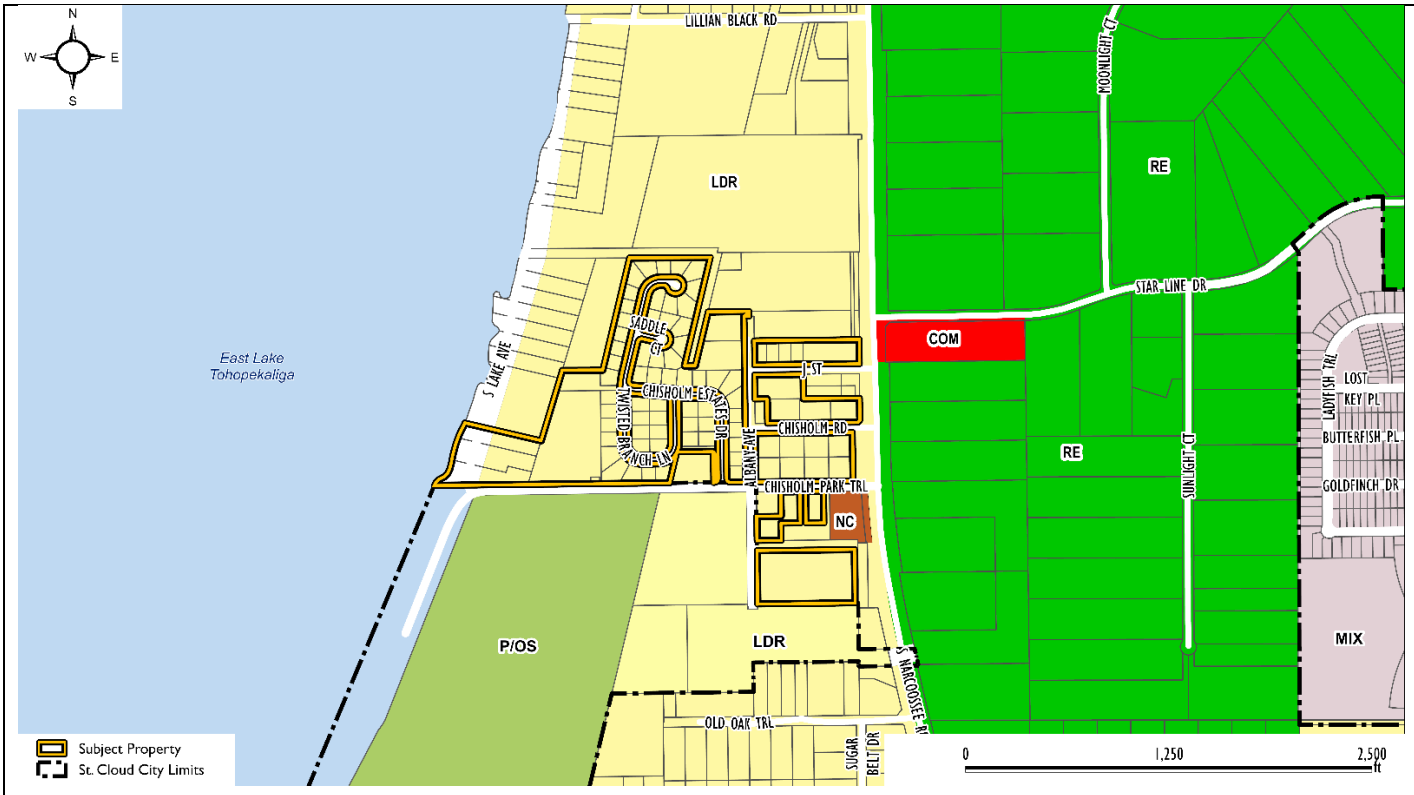


Figure 2 – Future Land Use Map

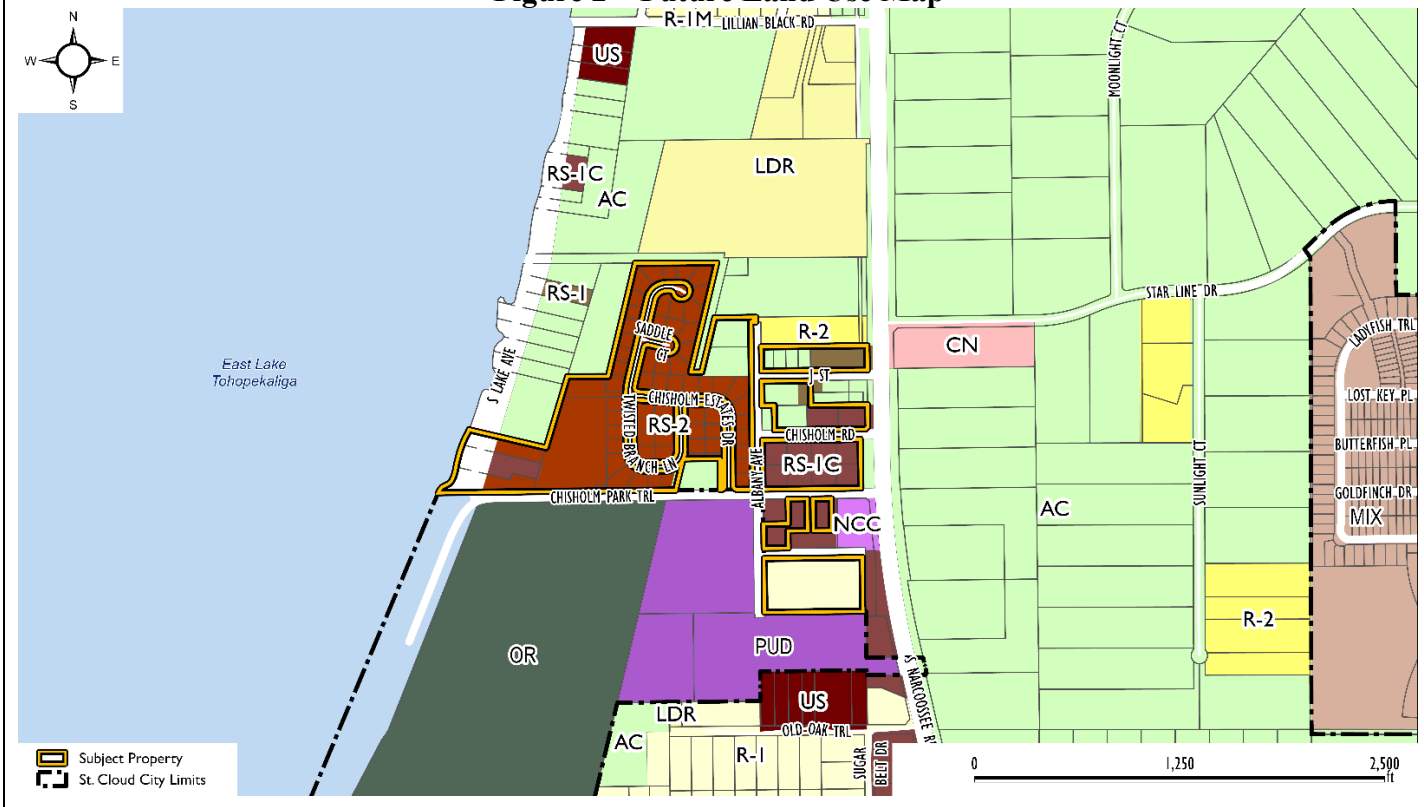


Figure 3 - Zoning Map

Public Notice

Notice of Public Hearing was mailed to property owners within 500 feet of the subject property and was advertised as required by State Statutes. Additional public comment may be available at the public hearing.

Community Meeting

As part of the project ANX25-00025, the City held a Neighborhood Information Meeting on Monday, March 9, 2026, from 6:00pm until 7:30pm, at Narcoossee Elementary School. Notice of the Neighborhood Information Meeting and benefits flyer were mailed to all impacted property owners on March 2, 2026. The Neighborhood Information Meeting summary can be found in Attachment B.

Findings

Prior to approval of the proposed voluntary annexation, Florida Statutes Section 171.044 requires the City to make the following findings:

A. *The subject property must be contiguous to the municipality and reasonably compact.*

The proposed annexation properties are contiguous to City of St. Cloud city limits boundary. It is reasonably compact, and the parcels are located within the Joint Planning Area Boundary, as provided in the executed "Joint Planning Area Interlocal Agreement between Osceola County and the City of St. Cloud", dated March 17, 2014. The proposed annexation meets the requirements of Florida Statutes Section 171.044, and therefore is eligible for annexation into the City.

B. *The petition must bear the signatures of all owners of the subject property to be annexed.*

This is a voluntary annexation, and the City of St. Cloud has documentation that the owners of the subject properties have agreed through an encumbrance agreement to the voluntary annexation of parcels listed into Attachment A into the City's jurisdiction limits.

Review of 16 Required Findings of Section 1.3.3.C.2.a of the Land Development Code.

1. The proposed annexation will not have an adverse influence on living conditions in the neighborhood or create any isolated district. It would maintain a continuation of the existing pattern of development and is compatible with the residential development in the area.
2. The applicant has submitted a document, which includes responses to the 16 required findings which is in Attachment C.

Consistency With Strategic Plan Goals:

The proposed Annexation meets the intent of the following City of St. Cloud Strategic Goals:

- ***High-Performing Government****: To focus on the continuity and sustainability of core public services; to become an employer of choice; and to be on the cutting-edge of technology.*

Staff Recommendation

Staff reviewed this request for a Voluntary Annexation on or before February 26, 2026, with no objections. Staff recommends **APPROVAL** of the request for Voluntary Annexation for Ordinance No. 2026-16.

School District of Osceola County Recommendation

The Osceola County School Board report indicated that this encumbrance annexations application has no impact on public school capacity.

Public Works Comment

Information:

(Comments 1-5 are just for the Chisholm Estate parcels)

1. The stormwater pond was constructed to support this development, platted as Tract C, and dedicated to the public. This stormwater pond is maintained through a MSTU.
2. The streetlights were installed to support this development and the cost of maintenance and electrical cost are paid through a MSTU.
3. Residents of Chisholm Estates are currently paying MSTU fees for maintenance of the stormwater pond and for streetlights. In the 2025 tax bill, residents paid $213 for the stormwater pond and $291 for streetlights. With annexation, the cost and responsibility of maintenance of the stormwater pond and streetlights would transfer to the Chisholm Estates HOA, Inc. Once annexed, the transfer of the cost and responsibility of maintenance of the stormwater pond and streetlights from the MSTU to the Chisholm Estates HOA would occur on October 1st.
4. Residents of Chisholm Estates are currently paying MSTU fees for solid waste services. In the 2025 tax bill, residents paid $396 for solid waste services. The city will begin providing solid waste services in Chisholm Estates on October 1st.
5. The Chisholm Estates HOA will be responsible for all infrastructure including, but not limited to, the stormwater pond, streetlights, irrigation, entrance features, open space tracts, etc.

(General comment for all parcels)

6. With annexation, the City would begin the transfer of maintenance of the right-of-way from Osceola County to the City of St. Cloud, as described in the JPA. The following rights-of-ways will be transferred:
    a) Chisholm Estates Drive
    b) Twisted Branch Lane
    c) Saddle Court
    d) Chisholm Road
    e) Portions of Albany Avenue

Osceola County Community Development Comment

Osceola County staff has reviewed the proposed annexation application and has identified items that need to be addressed concurrently or within a specified timeframe of annexation. The following information is provided as background for your review and incorporation into your staff report and associated ordinances:

1. The proposed annexation is within the "Ultimate City Limits" as defined in the Osceola County-City of St. Cloud Joint Planning Area Interlocal Agreement (March 2014 JPA) and (1st Amendment, June 2015).
2. The County has updated our Permit Review System to note that these properties are pending annexation into the City of St. Cloud. We will coordinate with the City of St. Cloud if any new development applications are submitted to the County while this annexation is in process.
3. County records indicate that there are no outstanding building or code violations associated with this property.
4. As outlined in the March 2014 JPA, the annexation ordinance shall include the full width of any and all adjacent rights-of-way.

ITEMS TO BE ADDRESSED

1. Roadways –Per the JPA, transfer of maintenance for annexed roadways will occur within 18 months.
2. This request creates the following enclave parcels: 292531491000440010, 292531491000500010, 292531491000420160. An Interlocal Agreement consistent with State Statutes to annex these and other enclaves is requested, in a timely manner.
3. The Fire Assessment for annexed parcels will be reflected on the tax bill.

4. Advisory Note: The County will not continue maintenance of the pond located within Chisolm Estates through the existing MSTU assessment.

Planning Commission Requested Action

Per Section 1.3.3.B.2 of the Land Development Code, the Planning Commission shall review annexation, land use, and zoning petitions and submit its recommendations to the City Council based on the 16 required findings identified in Section 1.3.3.C.2a of the Land Development Code.

On March 17, 2026, the Planning Commission – Motion to recommend approval by Bridgeforth. Seconded by Grigsby. Passed 4-1 Alexander voted nay.

City Council Requested Action

The City Council shall review the recommendation from the Planning Commission and render a decision based on the recommendation and information presented. The Planning Commission recommendation is based on the 16 required findings of Section 3.4.3.C.2.a of the Land Development Code. The applicant responses to the 16 required findings have been provided as an attachment for the City Council's review.

On March 12, 2026, the City Council – Motion to approve the First Reading and Introduction for Ordinance No. 2026-16, by Paul. Seconded by Urban. Passed 5-0

Attachments

- Ordinance No. 2026-16 (draft)/Parcel IDs/Notices of Encumbrance
- Community Meeting Summary
- 16 Required Findings

RETURN TO:
CITY OF ST. CLOUD
DEPT OF COMMUNITY DEVELOPMENT
1300 9TH STREET
ST. CLOUD, FL 34769

ORDINANCE NO. 2026-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA TO ANNEX INTO THE CITY OF ST. CLOUD APPROXIMATELY +/- 44.33 ACRES IDENTIFIED AS CHISHOLM ESTATES, PROJECT # ANX25-00025, GENERALLY LOCATED NORTH OF OLD OAK TRAIL, EAST OF EAST LAKE TOHOPEKALIGA, SOUTH OF LILLIAN BLACK ROAD, WEST OF SOUTH NARCOOSSEE ROAD; IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF CHAPTER 171.044, FLORIDA STATUTES.

WHEREAS, by Notice of Encumbrance, the owners of the properties described in Exhibit "A" petitioned the City Council of the City of St. Cloud, Florida, pursuant to Chapter 171.044, Florida Statutes, requesting annexation into the City of St. Cloud, Florida; and

WHEREAS, the City Manager of the City of St. Cloud, Florida, has certified by review, that the owner of the property has signed the Notice of Encumbrance as shown in Exhibit "B"; and,

WHEREAS, the Notices of Encumbrance are recorded in the Official Records Book of the Public Records of Osceola County, Florida and are more specifically described in Exhibit "B"; and,

WHEREAS, the City Council has received the recommendation of the Planning Commission dated March 17, 2026; and,

WHEREAS, the property is reasonably compact and contiguous to the corporate areas of the City of St. Cloud, Florida and annexation will not result in the creation of any enclave; and,

WHEREAS, the City of St. Cloud, Florida, has provided or will provide municipal services to the property, and has found it in the best interest of the City to accept the petition for annexation.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of St. Cloud, Florida, as follows:

SECTION 1:

That the following properties described below and shown on Exhibit "A" are annexed into the City of St. Cloud, Florida, pursuant to Chapter 171.044, Florida Statutes:

Subject parcels North of Old Oak Trail, East of East Lake Tohopekaliga, South of Lillian Black Road, West of South Narcoossee Road; within the Joint Planning Area Interlocal Agreement (JPA). Subject parcel boundaries as listed in the Notices of Encumbrance which are recorded in the Official Records Book of the Public Records of Osceola County, Florida and are more specifically described in Exhibit "B".

Containing +/- 44.33 acres, more or less.

Including the full width of any and all adjacent rights-of-way.

SECTION 2:

That occupants and owners of the properties shall be entitled and subject to all the rights, privileges, immunities, and responsibilities of occupants and owners of property in the City of St. Cloud, Florida, as provided in Chapter 171, Florida Statutes.

SECTION 3:

The City Clerk, after consultation with the City Attorney, is authorized to correct scrivener's errors found by filing a corrected copy of this ordinance in the official records of the City.

SECTION 4:

If any section or portion of a section of this ordinance proves to be invalid, unlawful or unconstitutional, it shall not be held to impair the validity, force or effect of any other section or part of this ordinance.

SECTION 5:

Effective Date. This ordinance has been published and shall take effect as provided by law.

First Reading on the 12th day of March, 2026.

Second Reading on 9th day of April, 2026.

CITY OF ST. CLOUD

_____

Christian B. Robertson, Mayor

ATTEST:

_____

Ivy Llauro, City Clerk

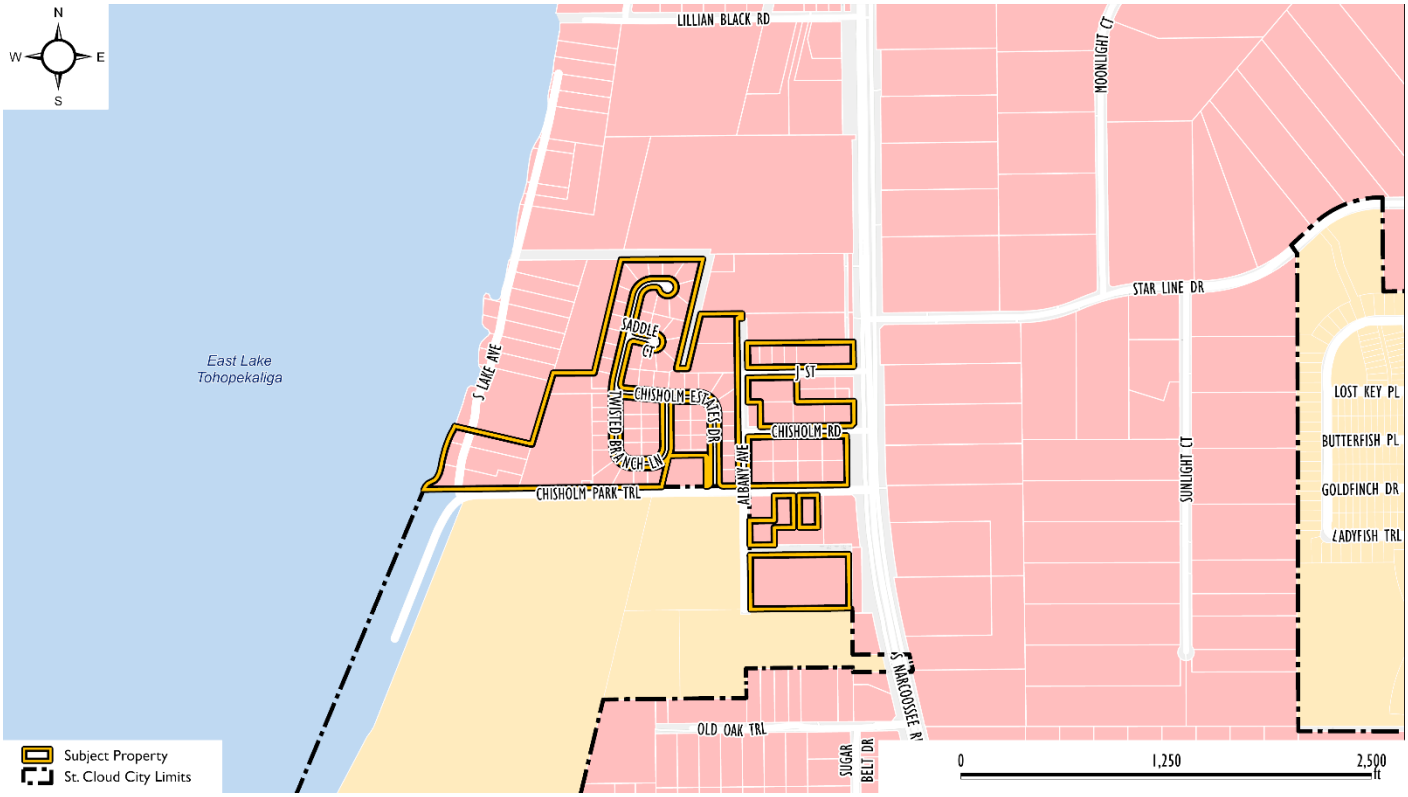
LEGAL IN FORM AND VALID IF ADOPTED:
de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP

_____

Daniel F. Mantzaris, City Attorney

Pursuant to Section 695.26 (3) (f), this instrument exempt from Chapter 695, F.S.: Prepared by and return to a Public Official: City Manager, City of St. Cloud, 1300 9th Street, St. Cloud, Florida 34769.

EXHIBIT "A"



PARCEL ID NOs.

292531491000430120
292531491000450100
292531491000350010
292531491000350030
292531491000360130
292531491000360150
292531491000360160
292531491000420090
292531491000430130
292531491000450010
292531491000450070
292531491000450150
292531491000530010
292531491000360140
292531491000420110
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292531491000420130
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302531285800010160
302531285800010170
302531285800010200
302531285800010210
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302531285800010340
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302531285800010220

302531285800010260
302531285800010270
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302531285800010400
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302531285800010490
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302531285800010070
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302531285800010470
302531285800010500
302531285800010580

EXHIBIT "B"

NOTICES OF ENCUMBRANCE

CITY OF ST. CLOUD
2901 17th Street, St. Cloud, FL 34769

NOTICE OF ENCUMBRANCE TO ANNEX TO CITY OF ST. CLOUD

CASE NUMBER 3-18.01

LARRY WHALEY
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

3P

CL 2003001550 OR 2170/2822
SKS Date 01/03/2003 Time 14:22:44

CITY OF ST. CLOUD PKZ
2901 17TH ST
ST. CLOUD, FL 34769

THIS INSTRUMENT, Made this 4th day of December 2002, Between Tony Benge Jr. of the County of Orange, State of Florida Grantor*.
And the CITY OF ST. CLOUD, FLORIDA, A Municipal Corporation, Grantee:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below – described into the corporate limits of the City of St. Cloud, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 ($1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledges, DOES HEREBY ENCUMBER the below – described real property situate, lying and being in Osceola Count, Florida with the absolute requirement that upon the said real property becoming contiguous to the city limits of the City of St. Cloud and upon the request of the Grantee,

GRANTOR and Grantor's heirs and assigns shall perform those ministerial functions required of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of St. Cloud and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal.

The subject property is described as:

LEGAL DESCRIPTION ATTACHED

*Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

CITY OF ST. CLOUD
2901 17th Street, St. Cloud, FL 34769

NOTICE OF ENCUMBRANCE TO ANNEX TO CITY OF ST. CLOUD
CASE NUMBER _____DR

PROPERTY OWNER(S):

1. _____
Signature
Tony Benge Jr.
Type or print name

WITNESSES (Two required):

_____
Signature
Frank V. Cowgoo Jr
Type or print name
_____
Signature
James E. Asky
Type or print name

2. _____
Signature
_____
Type or print name

_____
Signature
_____
Type or print name
_____
Signature
_____
Type or print name

2. _____
Signature
_____
Type or print name

_____
Signature
_____
Type or print name
_____
Signature
_____
Type or print name

STATE OF Florida COUNTY OF Osceola

The foregoing instrument was acknowledged before me on this 4th day of Dec., 20 02, by Tony Benge JR who is personally known to me or who has produced _____ as identification and who did / did not take an oath.

Notary Public _____ Type/print name Brian Cale

Pursuant to Section 695.26(3)(f): This instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Manager, City of St. Cloud, Florida 34769.

NOTARY PUBLIC STATE OF FLORIDA
OFFICIAL NOTARY SEAL
BRIAN CALE
COMMISSION NUMBER
DD040141
MY COMMISSION EXPIRES
JULY 27,2005

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 12, 14, 15, 16, 17, 18, 19, Block 43, TOWN OF RUNNYMEDE, according to the plat thereof as recorded in Plat Book 1, Pages 4 and 5 of the Public Records of Osceola County, Florida, less the West 150 feet of the North 40 feet of said Lot 14, Block 43.

TOGETHER WITH

That portion of vacated Massachusetts Avenue Right of Way as described in Official Records Book 488, Page 389 and Official Records Book 769, Page 971, Public Records of Osceola County, Florida lying South of Block 35 and North of Chisholm Park Road ("L" Street), TOWN OF RUNNYMEDE, according to the plat thereof as recorded in Plat Book 1, Pages 4 and 5 of the Public Records of Osceola County, Florida.

TOGETHER WITH

The South 1/2 of vacated "J" Street Right of Way as described in Official Records Book 769, Page 971, Public Records of Osceola County, Florida, lying North of and adjacent to aforesaid Block 44, TOWN OF RUNNYMEDE, according to the plat thereof as recorded in Plat Book 1, Pages 4 and 5 of the Public Records of Osceola County, Florida.

TOGETHER WITH

Block 44, TOWN OF RUNNYMEDE, according to the plat thereof as recorded in Plat Book 1, Pages 4 and 5 of the Public Records of Osceola County, Florida.

LESS THE FOLLOWING

A portion of Block 44, TOWN OF RUNNYMEDE, according to the plat thereof as recorded in Plat Book 1, Pages 4 and 5 of the Public Records of Osceola County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Block 44; thence run S 89°45'06" W, along the North Right of Way line of Chisholm Park Road, a distance of 200.00 feet to the Point of Beginning; thence run N 00°11'43" W, a distance of 190.00 feet; thence run S 89°45'06" W, a distance of 222.46 feet; thence run S 13°46'17" W, a distance of 195.83 feet to a point on said North Right of Way line of Chisholm Park Road; thence run N 89°45'06" E, along said North Right of Way line, a distance of 269.73 feet to the Point of Beginning.

NOTICE OF ENCUMBRANCE TO ANNEX TO CITY OF ST. CLOUD

CASE NUMBER 3-100.01

LARRY WHALEY 1P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2003128790 OR 2295/2179
DLB Date 07/18/2003 Time 14:23:07

City of St. Cloud (Planning & Zoning)
2901 17th St.
St. Cloud, FL 34769

FOR RECORDING USE ONLY

THIS INSTRUMENT, Made this 30 day of June 2003, Between Cindy Beardall Bisson of the County of Osceola, State of FLORIDA Grantor*, and the CITY OF ST. CLOUD, FLORIDA, A Municipal Corporation, Grantee:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of St. Cloud, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 ($1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledges, DOES HEREBY ENCUMBER the below – described real property situate, lying and being in Osceola Count, Florida with the absolute requirement that upon the said real property becoming contiguous to the city limits of the City of St. Cloud and upon the request of the Grantee,

GRANTOR and Grantor's heirs and assigns shall perform those ministerial functions required of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of St. Cloud and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

Lots 1 and 2, Block 45, THE TOWN OF RUNNYMEDE, according to the Official Plat thereof, as recorded in Plat Book 1, Pages 4 and 5 of the PUblic Records of Osceola County, Florida.

*Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

1. Cindy L. Beardall
Signature
Cindy A. Beardall.
Type or print name

WITNESSES (Two required):

Signature
Vanny Bisson
Type or print name
Beardall
Signature
Teryn Beardall
Type or print name

2. _____
Signature
_____
Type or print name

_____
Signature
_____
Type or print name

_____
Signature
_____
Type or print name

NOTARY:
STATE OF: Florida COUNTY OF: Osceola

The foregoing instrument was acknowledged before me on this 30 day of June, 2003, by Cindy Beardall Bisson ~~who is personally known to me or~~ who has produced FDL B252101559560 as identification and who did not take an oath.

SEAL: MARTHA HOBBS
Notary Public, State of Florida
Comm. Expires February 23, 2006
Comm. No. DD 088589

Notary Public Martha Hobbs
Type/print name Martha Hobbs

Pursuant to Section 695.26(3)(f): This instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Manager, City of St. Cloud, Florida 34769.

LARRY WHALEY 2P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2004061895 OR 2475/1546
BIW Date 03/30/2004 Time 14:37:06

FOR RECORDING USE ONLY

Notice of Encumbrance to Annex to City of St. Cloud

City of St. Cloud (Planning & Zoning)
2901 17th St.
St. Cloud, FL 34769

THIS INSTRUMENT, Made this 10th day of December 2003, between Doug & Jane DeShazo of the County of Osceola, State of FLORIDA Grantor*, and the CITY OF ST. CLOUD, FLORIDA, A Municipal Corporation, Grantee:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of St. Cloud, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 ($1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledges, DOES HEREBY ENCUMBER the below – described real property situate, lying and being in Osceola Count, Florida with the absolute requirement that upon the said real property becoming contiguous to the city limits of the City of St. Cloud and upon the request of the Grantee,

GRANTOR and Grantor's heirs and assigns shall perform those ministerial functions required of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of St. Cloud and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

Lots 3+4, Block 45, THE TOWN OF RUNNYMEADE, according to the plat thereof as recorded in Plat Book 1, Pages 4+5 of the Public Records of Osceola. County, Florida

Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

1. Douglas P. DeShazo
Signature
Douglas P. DeShazo
Type or print name

2. Jane M. DeShazo
Signature
Jane M. DeShazo
Type or print name

WITNESSES (Two required):

1. [signature]
Signature
L. Taylor
Type or print name

2. [signature]
Signature
Shannon L. Hobbs
Type or print name

STATE OF Florida COUNTY OF Osceola

The foregoing instrument was acknowledged before me on this 10 day of Dec., 2003, by Douglas P. DeShazo & Jane M. DeShazo who is personally known to me or who has produced FLDL as identification and who did not take an oath.

SEAL:

SHANNON L HOBBS
MY COMMISSION # CC 950846
EXPIRES: December 10, 2004
Bonded Thru Notary Public Underwriters

Notary Public [signature] Type/print name Shannon L. Hobbs

Pursuant to Section 695.26(3)(f): This instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Manager, City of St. Cloud, Florida 34769.

CL 2004061895 OR 2475/1547

FOR RECORDING USE ONLY

Hold Harmless Agreement

RE: LOTS 3, 4, 5, 6, 7, AND 8, BLOCK D, C.W. DOOPS SUBDIVISION OF LOT 37 OF THE SEMINOLE LAND & INVESTMENT COMPANY'S SUBDIVISION OF SECTION 11, TOWNSHIP 26 SOUTH, RANGE 30 EAST, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN PLAT BOOK B, PAGE 51 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

We the undersigned, in further consideration and as a condition of the approval of the annexation of the above property into the City, agree that we will hold the City of St. Cloud harmless of any obligation to pave Massachusetts Avenue now or in the future until the City of St. Cloud may choose to do so. Additionally, we agree that we will not in any way attempt to force the City of St. Cloud to maintain Massachusetts Avenue until they choose to do so in the future. The undersigned acknowledges and agree that this hold harmless covenant shall be recorded in the Public Records of Osceola County and shall thereby become and remain a covenant upon the subject property until released by the City of St. Cloud.

Gerald Kreimeyer 3/5/04 March 5,04 3:55 P.M.

Property Owner: Mr. Gerald Kreimeyer Date Time

STATE OF Florida COUNTY OF Osceola

The foregoing instrument was acknowledged before me on this 5 day of March, 2004, by Gerald K Kreimeyer who is personally known to me or who has produced FL K 656-211-48-373-0 as identification and who did not take an oath.

SEAL: TERRY SPARKMAN
Notary Public, State of Florida
My comm. exp. Jan. 12, 2007
Comm. No. DD 176994

Notary Public Terry Sparkman Type/print name Terry Sparkman

LARRY WHALEY 1P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2006272817 OR 3332/735
JDS Date 11/15/2006 Time 11:44:48

FOR RECORDING USE ONLY

Notice of Encumbrance to Annex to City of St. Cloud

#7-200.01

City of St. Cloud (Planning & Zoning)
2901 17th St.
St. Cloud, FL 34769

THIS INSTRUMENT, Made this 9th day of October 20 06, between Joseph P. Willett II of the County of Osceola, State of Florida Grantor*, and the CITY OF ST. CLOUD, FLORIDA, A Municipal Corporation, Grantee:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of St. Cloud, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 ($1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledges, DOES HEREBY ENCUMBER the below – described real property situate, lying and being in Osceola Count, Florida with the absolute requirement that upon the said real property becoming contiguous to the city limits of the City of St Cloud and upon the request of the Grantee,

GRANTOR and Grantor's heirs and assigns shall perform those ministerial functions required of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of St. Cloud and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as

Runnymede Block 35 PB1 Pg 057 Lots 1+2

Grantor is used for singular or plural, as the context requires IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written

PROPERTY OWNER(S):

1. Joseph P Willett II
Signature
Joseph P. Willett II
Type or print name

2. Terri L. Willett
Signature
Terri L. Willett
Type or print name

WITNESSES (Two required):

1. Brenda Kay Sides
Signature
BRENDA KAY SIDES
Type or print name

2. Colleen V. Sides
Signature
Colleen V. Sides
Type or print name

STATE OF Florida COUNTY OF Osceola

The foregoing instrument was acknowledged before me on this 9th day of Oct, 2006, by Joseph P. Willett II who is personally known to me or who has produced pers known as identification and who did not take an oath.

Chancy L Summers
My Commission DD184305
Expires February 17, 2007
SEAL:

Notary Public Chancy Summers Type/print name Chancy Summers

Pursuant to Section 695.26(3)(f): This instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Manager, City of St. Cloud, Florida 34769.

CFN 2007050607
Bk 03430 Pgs 2028 - 2029; (2pgs)
DATE: 03/12/2007 02:23:20 PM
LARRY WHALEY, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES 18.50

Notice of Encumbrance to Annex to City of St. Cloud

7-200.18

FOR RECORDING USE ONLY

City of St. Cloud (Planning & Zoning)
2901 17th St.
St. Cloud, FL 34769

THIS INSTRUMENT, Made this 28 day of Feb 2007, between C Bradley Chisholm of the County of Osceola State of FL Grantor*, and the CITY OF ST. CLOUD, FLORIDA, A Municipal Corporation, Grantee:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of St. Cloud, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 ($1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledges, DOES HEREBY ENCUMBER the below – described real property situate, lying and being in Osceola Count, Florida with the absolute requirement that upon the said real property becoming contiguous to the city limits of the City of St. Cloud and upon the request of the Grantee,

GRANTOR and Grantor's heirs and assigns shall perform those ministerial functions required of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of St. Cloud and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

SEE ATTACHED EXHIBIT A

Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

1. Signature
Bradley Chisholm
Type or print name

2. Signature
Cynda Beck
Type or print name

WITNESSES (Two required)

1. Signature
Dawn M. Knapp
Type or print name

2. Signature
Cynda Beck
Type or print name

STATE OF Florida COUNTY OF Osceola

The foregoing instrument was acknowledged before me on this 28th day of Feb., 2007, by Bradley Chisholm who is personally known to me [illegible] as identification and who did not take an oath.

CYNDA BECK
MY COMMISSION # DD 601021
EXPIRES: October 2, 2010
Bonded Thru Notary Public Underwriters

Notary Public Cynda Beck Type/print name Cynda Beck

Pursuant to Section 695.26(3)(f): This instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Manager, City of St. Cloud, Florida 34769.

EXHIBIT "A"

LOTS 3 AND 4, BLOCK 35, TOWN OF RUNYMEDE, ACCRODING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 4, PUBLIC RECORDS OF OSECOLA COUNTY, FLORIDA, TOGETHER WITH THE NORTH ½ OF VACATED "J" STREET ABUTTING SAID LOT 4, AS SET FORTH IN RESOLUTION RECORDED IN O.R. BOOK 769, PAGE 970, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

05-00000 2020

Notice of Encumbrance to Annex to City of St. Cloud

LARRY WHALEY
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

2P

CL 2005104635 OR 2770/2531
HLG Date 05/03/2005 Time 13:55:36

FOR RECORDING USE ONLY

City of St. Cloud (Planning & Zoning)
2901 17th St.
St. Cloud, FL 34769

THIS INSTRUMENT, Made this 15 day of March 2005, between Raymond E. Pineda Glenda L. Pineda of the County of Osceola, State of Florida Grantor*, and the CITY OF ST. CLOUD, FLORIDA, A Municipal Corporation, Grantee:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of St. Cloud, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 ($1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledges, DOES HEREBY ENCUMBER the below – described real property situate, lying and being in Osceola Count, Florida with the absolute requirement that upon the said real property becoming contiguous to the city limits of the City of St. Cloud and upon the request of the Grantee,

GRANTOR and Grantor's heirs and assigns shall perform those ministerial functions required of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of St. Cloud and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

SEE Exhibit A

Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

1. Raymond E. Pineda
Signature
Raymond E. Pineda
Type or print name

2. Glenda L. Pineda
Signature
Glenda L. Pineda
Type or print name

WITNESSES (Two required):

1. Richard P Mauro
Signature
Richard P Mauro
Type or print name

2. Kathy A. Killmon
Signature
Kathy A. Killmon
Type or print name

STATE OF Florida COUNTY OF Osceola

The foregoing instrument was acknowledged before me on this 15th day of March 20 05, by Raymond E. Pineda Glenda L. Pineda who ~~is personally known to me or~~ who ~~has~~ have produced FL DL as identification and who did not take an oath.

SEAL:

Kathy A. Killmon
My Commission DD311609
Expires April 20, 2008

Notary Public Kathy A. Killmon Type/print name Kathy A. Killmon

Pursuant to Section 695.26(3)(f): This instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Manager, City of St. Cloud, Florida 34769.

Exhibit A

CL 2005104635 OR 2770/2532

Prepared by:
Bernard S. Edwards
Greater Florida Title Co. II LLC
2345 Sand Lake Road, Suite 120
Orlando, Florida 32809

File Number: GFTII-11479

LARRY WHALEY
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2004062926 OR 2476/1
BIN Date 03/31/2004 Time 14:50

DOC STAMPS: 1,036

This Warranty Deed

Made this March 25, 2004 A.D. By **ROBERTO PADRON and KATHY ANN PADRON**, husband and wife, whose address is: 1167 SUNLIGHT CT, SAINT CLOUD, FL 34771, hereinafter called the grantor, to **RAYMOND E. PINEDA and GLENDA L. PINEDA**, husband and wife, whose post office address is: 4895 J STREET, Saint Cloud, Florida 34771, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Osceola County, Florida, viz:

PARCEL I
Lots 11 and 12, Block 36, Town of Runnymede, according to the plat thereof, as recorded in Plat Book 1, Pages 4-5 of the Public Records of Osceola County, Florida.
AND
PARCEL II
The West 119 feet of Lots 9 and 10, Block 36, Town of Runnymede, as recorded in Plat Book 1, Pages 4-5 of the Public Records of Osceola County, Florida.
AND
PARCEL III
The East 31 feet of Lots 9 and 10, Block 36, Town of Runnymede, as recorded in Plat Book 1, Pages 4-5 of the Public Records of Osceola County, Florida and that abandoned 20 feet abutting to the East and that part of abandoned railroad abutting lots 9 and 10.
Parcel ID Number: R292531-491000360090

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2003.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Printed Name Bernard S Edwards

ROBERTO PADRON (Seal)
Address: 1167 SUNLIGHT CT, SAINT CLOUD, FL 34771

Witness Printed Name Deborah W. Lonza

KATHY-ANN PADRON (Seal)
Address: 1167 SUNLIGHT CT, Saint Cloud, Florida 34771

OFFICIAL RECORD

ARMANDO RAMIREZ OSCEOLA COUNTY, DATE 08/21/2014 01:52:47 PM
FILE # 2014122297 Bk 4654 Pgs 2021-2022 (2 Pgs)REC FEES $18.50

Notice of Encumbrance To Annex to City of St. Cloud

City of St. Cloud (Planning & Zoning)
1300 9th Street
St. Cloud, FL 34769

FOR RECORDING USE ONLY

THIS INSTRUMENT, Made this 17TH day of JULY 2014, between BRIAN BURCH of the County of OSCEOLA, State of FL. Grantor*, and the CITY OF ST. CLOUD, FLORIDA, A Municipal Corporation, Grantee:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of St. Cloud, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 ($1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledges, DOES HEREBY ENCUMBER the below – described real property situate, lying and being in Osceola County, Florida with the absolute requirement that upon the said real property becoming contiguous to the city limits of the City of St. Cloud and upon the request of the Grantee,

GRANTOR and Grantor's heirs and assigns shall perform those ministerial functions required of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of St. Cloud and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. Properties located outside the St. Cloud Future Annexation Area are encumbered but final annexation is subject to both the traditional requirements for annexation and receipt of County approval. The subject property is described as:

SEE Attached Legal Exhibit A

Case # 14-20.20 Parcel ID 292531491000360130

*Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

X PROPERTY OWNER(S):

1. _____
Signature

BRIAN BURCH
Type or print name

2. _____
Signature

_____
Type or print name

X WITNESSES (Two required):

1. _____
Signature

TAYLOR HUDDLESTON
Type or print name

2. _____
Signature

ROGER T. STAHLER
Type or print name

STATE OF: FLORIDA COUNTY OF: ORANGE

The foregoing instrument was acknowledged before me on this 17TH day of July, 2014, by Brian Burch who is personally known to me or who has produced _____ as identification and who did not take an oath.

SEAL:

KATRINA J EGGERT
MY COMMISSION #FF054879
EXPIRES September 17, 2017
FloridaNotaryService.com

Notary Public Katrina Eggert

Type/print name [illegible]

Pursuant to Section 695.26(3)(f): This instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Manager, City of St. Cloud, Florida 34769.

EXHIBIT "A"

Lot 13, Block 36, THE TOWN OF RUNNYMEDE, according to the map or plat thereof, as recorded in Plat Book 1, Page(s) 4 and 5, of the Public Records of Osceola County, Florida.

RETURN TO: CITY OF ST. CLOUD
PLANNING DIVISION
2901 17th STREET
ST. CLOUD, FL 34769

LARRY WHALEY 1P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT
CL 2000091633 OR 1749/1073
MMH Date 06/23/2000 Time 10:26:16
FOR RECORDING USE ONLY

NOTICE OF ENCUMBRANCE TO ANNEX TO CITY OF ST. CLOUD

THIS INSTRUMENT, Made this 16 day of June 2000,
Between Kenneth + Clara Hale of the County of Osceola, State of FL Grantor*, and THE CITY OF ST. CLOUD, FLORIDA, A Municipal Corporation, Grantee;

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below-described into the corporate limits of the City of St. Cloud; and

GRANTOR, for and in consideration of the sum of ONE and NO/100 ($1.00) DOLLAR and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below-described real property situate, lying and being in Osceola County, Florida with the absolute requirement that upon the said real property becoming contiguous to the city limits of the City of St. Cloud and upon the request of the Grantee,

GRANTOR and Grantor's heirs and assigns shall perform those ministerial functions required of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of St. Cloud and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal.

The subject property is described as:

Lot 14, Block 36, Town of Runnymeade, according to theplat thereof, as recorded in Plat Book 1, Pages 4 & 5 of the Public Records of Osceola County, Florida.

*Grantor is used for singular or plural, as the context requires. IN WITNESS WHEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

1. Kenneth M Hale
SIGNATURE
Kenneth Mitchell Hale
TYPE/PRINT NAME

2. Clara J. Hale
SIGNATURE
Clara J. Hale
TYPE/PRINT NAME

3. _____
SIGNATURE
_____
TYPE/PRINT NAME

4. _____
SIGNATURE
_____
TYPE/PRINT NAME

WITNESSES (two required):

John Crutchfield
SIGNATURE
John E. Crutchfield
TYPE/PRINT NAME

Sybil P. Crutchfield
SIGNATURE
Sybil P. Crutchfield
TYPE/PRINT NAME

Marty Hobbs
SIGNATURE
Marty Hobbs
TYPE/PRINT NAME

Denise Marion
SIGNATURE
Denise Marion
TYPE/PRINT NAME

_____
SIGNATURE
_____
TYPE/PRINT NAME

_____
SIGNATURE
_____
TYPE/PRINT NAME

_____
SIGNATURE
_____
TYPE/PRINT NAME

_____
SIGNATURE
_____
TYPE/PRINT NAME

STATE OF: Florida
COUNTY OF: Osceola

The foregoing instrument was acknowledged before me on this 16 day of June, 2000,
by Kenneth Mitchell Hale who is personally known to me or who has produced _____
Clara J Hale as identification and who did / did not take an oath.

_____
NOTARY PUBLIC
LOUIS LESLIE KLEIN III
_____
TYPE/PRINT NAME
My Commission Expires Sep 15, 2001

Pursuant to Section 695.26(3)(f): This instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer; City Manager, City of St. Cloud, Florida 34769.

RETURN TO: CITY OF ST. CLOUD
PLANNING DIVISION
1901 17th STREET
ST. CLOUD, FL 34769

LARRY WHALEY
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT
1P

CL 2001050215 OR 1860/2850
BIW Date 04/17/2001 Time 11:09:34

FOR RECORDING USE ONLY

NOTICE OF ENCUMBRANCE TO ANNEX TO CITY OF ST. CLOUD

THIS INSTRUMENT, Made this 5 day of April 2001,
Between Susan Oliver of the County of Osceola State of Florida Grantor*, and THE CITY OF ST. CLOUD, FLORIDA, A Municipal Corporation, Grantee.

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below-described into the corporate limits of the City of St. Cloud; and

GRANTOR, for and in consideration of the sum of ONE and NO/100 ($1.00) DOLLAR and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below-described real property situate, lying and being in Osceola County, Florida with the absolute requirement that upon the said real property becoming contiguous to the city limits of the City of St. Cloud and upon the request of the Grantee,

GRANTOR and Grantor's heirs and assigns shall perform those ministerial functions required of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of St. Cloud and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal.

The subject property is described as:

Lot 15, Block 36, The Town of Runnymede, according to the plat thereof, as recorded in Plat Book 1, Pages 4 & 5 of the Public Records of Osceola County, Florida.

*Grantor is used for singular or plural, as the context requires. IN WITNESS WHEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):	WITNESSES (two required):
1. Susan E. Oliver SIGNATURE Susan Oliver TYPE/PRINT NAME	Denise Walsh SIGNATURE DENISE WALSH TYPE/PRINT NAME SIGNATURE Edna Maldonado TYPE/PRINT NAME
2. SIGNATURE TYPE/PRINT NAME	SIGNATURE TYPE/PRINT NAME SIGNATURE TYPE/PRINT NAME
3. SIGNATURE TYPE/PRINT NAME	SIGNATURE TYPE/PRINT NAME SIGNATURE TYPE/PRINT NAME
4. SIGNATURE TYPE/PRINT NAME	SIGNATURE TYPE/PRINT NAME SIGNATURE TYPE/PRINT NAME

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 5 day of April, 2001,
by Susan Oliver who is personally known to me or who has produced _____
as identification and who did / did not take an oath.

Patricia A. Maloney
NOTARY PUBLIC
PATRICIA A MALONEY
TYPE/PRINT NAME

Pursuant to Section 695.26(3)(f). This instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Manager, City of St. Cloud, Florida 34769

OFFICIAL NOTARY SEAL
PATRICIA A MALONEY
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC
MY COMMISSION EXP.

CFN 2014095938
Bk [illegible] Pgs 112-113 (2 Pgs)
DATE: 07/08/2014 10:11:34 AM
ARMANDO RAMIREZ, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES $18.50

FOR RECORDING USE ONLY

Notice of Encumbrance To Annex to City of St. Cloud

City of St. Cloud (Planning & Zoning)
1300 9th Street
St. Cloud, FL 34769

THIS INSTRUMENT, Made this 30 day of June 2014, between Baltazar Sayoc Jr of the County of Osceola, State of FL Grantor*, and the CITY OF ST. CLOUD, FLORIDA, A Municipal Corporation, Grantee:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of St. Cloud, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 ($1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledges, DOES HEREBY ENCUMBER the below – described real property situate, lying and being in Osceola County, Florida with the absolute requirement that upon the said real property becoming contiguous to the city limits of the City of St. Cloud and upon the request of the Grantee,

GRANTOR and Grantor's heirs and assigns shall perform those ministerial functions required of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of St. Cloud and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. Properties located outside the St. Cloud Future Annexation Area are encumbered but final annexation is subject to both the traditional requirements for annexation and receipt of County approval. The subject property is described as:

SEE Exhibit A

Case # 14-20.1T Parcel ID 292531491000360160

*Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

1. Baltazar C. Sayoc
Signature

BALTAZAR C. SAYOC JR
Type or print name

2. _____
Signature

_____
Type or print name

WITNESSES (Two required):

1. _____
Signature

Jennifer L. Carver
Type or print name

2. _____
Signature

Martha Hobbs
Type or print name

STATE OF: Florida

COUNTY OF: Osceola

The foregoing instrument was acknowledged before me on this 30 day of June, 2014, by Baltazar Castaneda who is personally known to me or who has produced FL Drivers license as identification and who did not take an oath.

SEAL:

NANCY MEDINA
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF006904
Expires 6/30/2017

Notary Public _____

Type/print name Nancy Medina

Pursuant to Section 695.26(3)(f): This instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Manager, City of St. Cloud, Florida 34769.

EXHIBIT A

Lot 16, Block 36, Runnymede, according to the plat thereof, as recorded in Plat Book 1, Pages 4-5 of the Public Records of Osceola County, Florida.

RETURN TO: CITY OF ST. CLOUD
PLANNING DIVISION
2901 17th STREET
ST. CLOUD, FL 34769

LARRY WHALEY 1P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2001103667 OR 1904/2894
RAL Date 07/19/2001 Time 11:15:11

FOR RECORDING USE ONLY

NOTICE OF ENCUMBRANCE TO ANNEX TO CITY OF ST. CLOUD

THIS INSTRUMENT, Made this 26th day of June 2001,
Between Friedberg & Barbel Katzenberger of the County of Osc. State of Florida Grantor*, and THE CITY OF ST. CLOUD, FLORIDA, A Municipal Corporation, Grantee:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below-described into the corporate limits of the City of St. Cloud; and

GRANTOR, for and in consideration of the sum of ONE and NO/100 ($1.00) DOLLAR and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below-described real property situate, lying and being in Osceola County, Florida with the absolute requirement that upon the said real property becoming contiguous to the city limits of the City of St. Cloud and upon the request of the Grantee,

GRANTOR and Grantor's heirs and assigns shall perform those ministerial functions required of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of St. Cloud and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal.

The subject property is described as:

Lot 1, 2, and 3, Block 42, The Town of Runnymede, according to the plat thereof, as recorded in Plat Book 1, Page 4 & 5 of the Public Records of Osceola County, Florida.

*Grantor is used for singular or plural, as the context requires. IN WITNESS WHEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

1 SIGNATURE
Friedberger Katzenberger
TYPE/PRINT NAME

WITNESSES (two required):

Lisa-Ann G. Walsh
SIGNATURE
LISA-ANN G. WALSH
TYPE/PRINT NAME

David C. Nearing
SIGNATURE
David C. Nearing
TYPE/PRINT NAME

2 Barbel Katzenberger
SIGNATURE
Barbel Katzenberger
TYPE/PRINT NAME

Lisa-Ann G. Walsh
SIGNATURE
LISA-ANN G. WALSH
TYPE/PRINT NAME

David C. Nearing
SIGNATURE
David C. Nearing
TYPE/PRINT NAME

3 SIGNATURE
TYPE/PRINT NAME

SIGNATURE
TYPE/PRINT NAME

SIGNATURE
TYPE/PRINT NAME

4 SIGNATURE
TYPE/PRINT NAME

SIGNATURE
TYPE/PRINT NAME

SIGNATURE
TYPE/PRINT NAME

STATE OF: Florida
COUNTY OF: Osceola

The foregoing instrument was acknowledged before me on this 26th day of June, 2001,
by Friedberg & Barbel Katzenberger who is personally known to me or who has produced _____ as identification and who did / did not take an oath.

Martha Hobbs
NOTARY PUBLIC
Martha Hobbs
TYPE/PRINT NAME

Martha Hobbs
Notary Public, State of Florida
My Comm. Expires Feb 23, 2002
Comm. No. CC707561

Pursuant to Section 695.26(3)(f): This instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Manager, City of St. Cloud, Florida 34769.

LARRY WHALEY 1P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2006272824 OR 3332/746
JDS Date 11/15/2006 Time 11:44:48

Notice of Encumbrance to Annex to City of St. Cloud

06-20.43

FOR RECORDING USE ONLY

City of St. Cloud (Planning & Zoning)
2901 17th St.
St. Cloud, FL 34769

THIS INSTRUMENT, Made this 15th day of August 20 06, between Suzan Reinhardt of the County of St. Clair State of Illinois Grantor*, and the CITY OF ST. CLOUD, FLORIDA, A Municipal Corporation, Grantee:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of St. Cloud, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 ($1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledges, DOES HEREBY ENCUMBER the below – described real property situate, lying and being in Osceola Count, Florida with the absolute requirement that upon the said real property becoming contiguous to the city limits of the City of St Cloud and upon the request of the Grantee,

GRANTOR and Grantor's heirs and assigns shall perform those ministerial functions required of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of St. Cloud and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal The subject property is described as:

Lots 9 and 10, LESS the west 15 feet of Lots 9 and 10, Block 42 RUNNYMEDE, according to the plat thereof as recorded in Plat book 1, Page 4, of the Public records of Osceola County, Florida, together with the abandoned Pennsylvania Avenue abutting said lots and abandoned railroad right of way abutting said portion of Pennsylvania Avenue.

Grantor is used for singular or plural, as the context requires IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written

PROPERTY OWNER(S):

1. Suzan Reinhardt
Signature

Suzan Reinhardt
Type or print name

2. _____
Signature

_____
Type or print name

~~WITNESSES (Two required)~~:

1. _____
Signature

DON RIGNEY
Type or print name

2. _____
Signature

Dennis Holtmann
Type or print name

STATE OF Illinois COUNTY OF St. Clair

The foregoing instrument was acknowledged before me on this 15th day of Aug, 2006, by Suzan Reinhardt who is personally known to me or who ~~has produced~~ Illinois License as identification and who did not take an oath.

SEAL:

OFFICIAL SEAL
LAVON BOTT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/13/09

Notary Public _____ Type/print name LAVON BOTT

Pursuant to Section 695.26(3)(f): This instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Manager, City of St. Cloud, Florida 34769.

RECORDING TO REPLACE PREVIOUSLY RECORDED #2016090758 WITH CERTIFICATE OF TITLE ADDED.

CFN 2017003483
Bk 5082 Pgs 557-560 (4 Pgs)
DATE: 01/06/2017 11:34:48 AM
ARMANDO RAMIREZ, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES $35.50

Notice of Encumbrance to Annex to City of St. Cloud

City of St. Cloud (Planning & Zoning)
1300 9th St.
St. Cloud, FL 34769

THIS INSTRUMENT, Made this 30th day of December 2016, between Cynthia A. Bisson and Janis B. Hand of the County of Osceola, State of FL Grantor*, and the CITY OF ST. CLOUD, FLORIDA, A Municipal Corporation, Grantee:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of St. Cloud, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 ($1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledges, DOES HEREBY ENCUMBER the below – described real property situate, lying and being in Osceola County, Florida with the absolute consent by GRANTOR that in accordance with applicable law, the real property may be annexed into the city limits of the City of St. Cloud upon the request of the Grantee,

GRANTOR and Grantor's heirs and assigns shall perform those ministerial functions required of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of St. Cloud and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. Properties located outside the St. Cloud Future Annexation Area are encumbered but final annexation is subject to both the traditional requirements for annexation and receipt of County approval. The subject property is described as:

Case# 16-20.09 Parcel ID(s) 29-25-31-4910-0042-0110

See Attached Exhibit "A" for Legal Description

Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

1. Cynthia Ann Bisson
Signature
Cynthia Ann Bisson
Type or print name

2. Janis B. Hand
Signature
Janis B. Hand
Type or print name

WITNESSES (Two required):

1. David L. DeVore
Signature
David L. DeVore
Type or print name

2. Gary W Lay
Signature
Gary W Lay
Type or print name

STATE OF Florida COUNTY OF Osceola

The foregoing instrument was acknowledged before me on this 30th day of Dec., 2016, by Cynthia Ann Bisson who is personally known to me or who has produced Fl. Drs. Lic. as identification and who did not take an oath.

Notary Public William Ross Coughtry SEAL: Type/print name WILLIAM ROSS COUGHTRY

WILLIAM ROSS COUGHTRY
Notary Public, State of Florida
My comm. expires Feb. 26, 2019
Comm. No FF204213

Pursuant to Section 695.26(3)(f): This instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Manager, City of St. Cloud, Florida 34769.

EXIBIT "A"

LEGAL DISCRIPTION

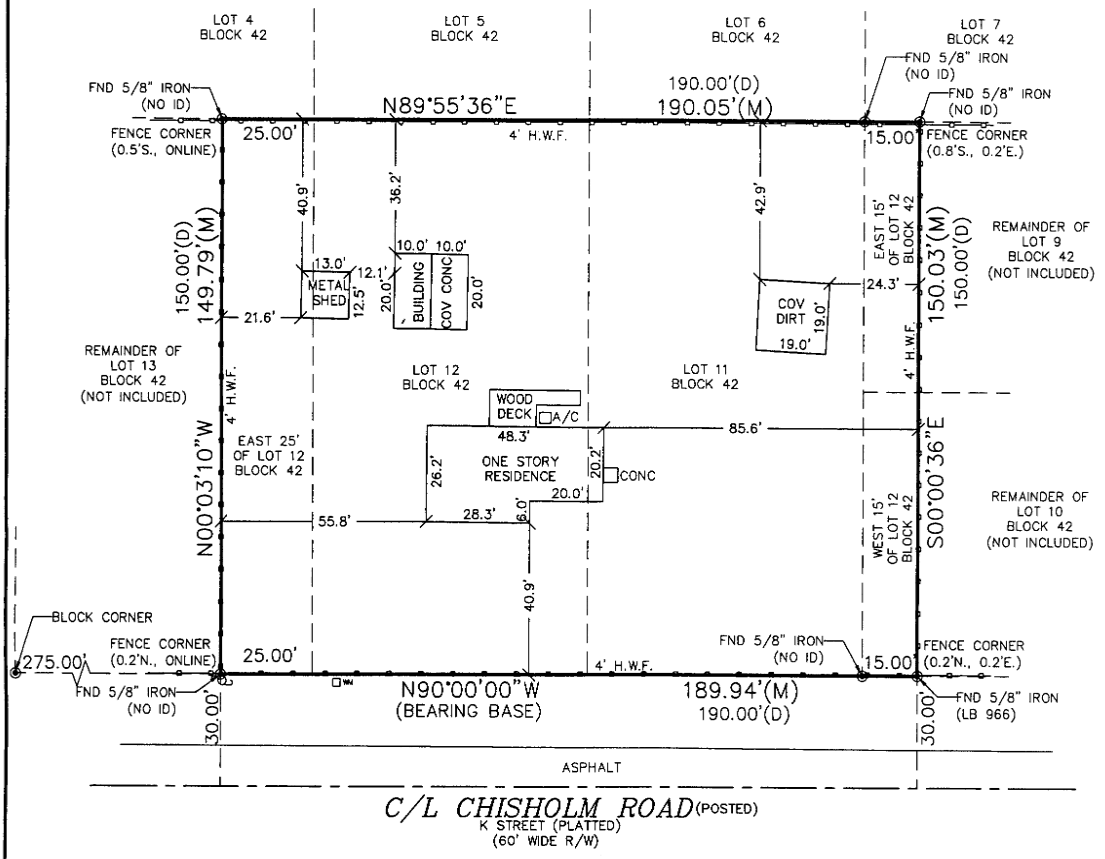
LOTS 11 AND 12, THE EAST 25 FEET OF LOT 13 AND THE WEST 15 FEE OF LOTS 9 AND 10, BLOCK 42, RUNNYMEDE, PLAT BOOK 1, PAGE 4, PUBLIC REOCRDS OF OSCEOLA COUNTY, FLORIDA, AND THE BUILDING LOCATED ON SAID LOTS.

MAP OF SURVEY

LEGAL DESCRIPTION:

LOTS 11 AND 12, THE EAST 25 FEET OF LOT 13 AND THE WEST 15 FEET OF LOTS 9 AND 10, BLOCK 42, RUNNYMEDE, PLAT BOOK 1, PAGE 4, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

N
W E
S
1"=40'



PROPERTY ADDRESS:
4875 CHISHOLM ROAD
ST. CLOUD, FL 34771

CERTIFIED TO:
QUINN CONTRACTORS, INC.

SURVEYOR'S NOTES:

1. THIS PROPERTY HAS NOT BEEN ABSTRACTED BY SURVEYOR FOR EASEMENTS AND/OR RIGHT OF WAYS OF RECORD.
2. ADJOINERS SHOWN HAVE NOT BEEN SURVEYED.
3. LOT DIMENSIONS AND BEARINGS ARE PLAT/DESCRIBED AND MEASURED UNLESS OTHERWISE NOTED.
4. BEARINGS ARE BASED UPON LINE AS SHOWN (PLAT).
5. LEGAL DESCRIPTION AS PROVIDED BY CLIENT.
6. ONLY OPEN AND NOTORIOUS EVIDENCE OF EASEMENTS AND RIGHT OF WAYS ARE LOCATED AND SHOWN HEREON. THE SURVEYOR HAS NOT LOCATED ANY UNDERGROUND UTILITIES OR FOUNDATIONS WHICH MAY ENCROACH.
7. UNDERGROUND UTILITIES SHOWN HEREON ARE BASED UPON VISIBLE SURFACE EVIDENCE.
8. ACCORDING TO FLOOD INSURANCE RATE MAP NO. 12097C 0115G, DATED 06/18/13 THE LAND AND IMPROVEMENTS SHOWN HEREON ARE IN FLOOD ZONE "X".
9. ANY ADDITIONS OR DELETIONS TO THIS SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
10. THE ACCURACY OF THIS SURVEY MAP MEETS THE MINIMUM REQUIREMENTS FOR A CLOSED GEOMETRIC FIGURE SET FORTH IN THE MINIMUM TECHNICAL STANDARDS (5J-17.051).

CERTIFICATE OF AUTHORIZATION L.B. 966

ABBREVIATIONS

(C)	CALCULATED	°	DEGREES	L.B.	LICENSED BUSINESS	P.R.M.	PERMANENT REFERENCE MONUMENT
(D)	DESCRIBED	Δ	DELTA	L.F.E.	LOWEST FLOOR ELEVATION	P.S.M.	PROFESSIONAL SURVEYOR & MAPPER
(M)	MEASURED	(D)	DESCRIBED	L.S.	LICENSED SURVEYOR	P.T.	POINT OF TANGENT
(P)	PLAT	D.U.E.	DRAINAGE & UTILITY EASEMENT	'	MINUTES	P.V.C.	POLYVINYL CHLORIDE PIPE
AC.	ACRE	D.E.	DRAINAGE EASEMENT	±	MORE OR LESS	R	RADIUS
B.K.	BOOK	EP	EDGE OF PAVEMENT	N&D	NAIL & DISC	R/W	RIGHT OF WAY
B.M.	BENCHMARK	EL.	ELEVATION	O.R.	OFFICIAL RECORDS	R.C.P.	REINFORCED CONC. PIPE
B.W.F.	BARBED WIRE FENCE	EXIST.	EXISTING	O.R.B.	OFFICIAL RECORD BOOK	RGE.	RANGE
C.B.	CHORD BEARING	FD.	FOUND	P.	PROPOSED	SECT.	SECTION
C.B.S.	CONCRETE BLOCK & STUCCO	F/F	FINISHED FLOOR	P.C.	POINT OF CURVE	"	SECONDS
CH.	CHORD	FRM.	FRAME	P.C.P.	PERMANENT CONTROL POINT	SAN.	SANITARY
C/L	CENTERLINE	G.F.E.	GARAGE FINISH FLOOR	P.C.	PAGE	T	TANGENT
CLF	CHAINLINK FENCE	H.W.F.	HOG WIRE FENCE	P.I.	POINT OF INTERSECTION	TWP.	TOWNSHIP
CONC.	CONCRETE	ID	IDENTIFICATION	P.O.B.	POINT OF BEGINNING	U.E.	UTILITY EASEMENT
COR.	CORNER	INV.	INVERT	P.O.C.	POINT OF COMMENCEMENT		
D.B.	DEED BOOK	I.R.	IRON ROD	P.R.C.	POINT OF REVERSE CURVE		
		L	LENGTH				

LEGEND

BM	BENCHMARK	GV	GAS VALVE		BARBED WIRE FENCE
CLP	CONC. LIGHT POLE	RV	RE-USE VALVE		WOOD FENCE
FLP	FIBERGLASS LIGHT POLE	WV	WATER VALVE		CHAINLINK FENCE
MLP	METAL LIGHT POLE	W	WELL		UNDERGROUND POWER LINE
SP	SIGNAL POLE	S	SEWER MANHOLE		OVERHEAD POWER LINE
WPP	WOOD POWER POLE	D	DRAINAGE MANHOLE		BURIED TELEPHONE
CPP	CONC. POWER POLE	C/O	CLEAN OUT		BURIED GAS MAIN
GP	GUY POLE	△	FND. NAIL & TAB		BURIED WATER MAIN
CATV	CABLE TV RISER	⊙	FND. IRON ROD		UNDER ROOF
TELR	TELEPHONE RISER	⊡	FND. CONC. MONUMENT		
FH	FIRE HYDRANT	▲	SET NAIL & TAB		
GM	GAS METER	●	SET IRON ROD		
WM	WATER METER	■	SET CONC. MONUMENT		

SECTION 30, TWP. 25 S., RGE. 31 E.

REVISIONS

SHOWING BOUNDARY SURVEY OF LAND DESCRIBED ABOVE.

DRAWN BY: EM | CHECKED BY: RDB | SCALE: 1"=40' | SURVEY DATE 5/31/16 | JOB # 16-142

I HEREBY CERTIFY THAT THIS MAP OF SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

JOHNSTON'S SURVEYING INC.
900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-6140

CERTIFICATE OF TITLE

The undersigned, Lori Lynn Engel, an officer of a duly licensed title insurance company, does hereby certify that he/she has examined an abstract of title or current title insurance company report current to the date hereof, or the public records of Osceola County, Florida, to the date hereof, with regard to the following described real property:

Lots 11 and 12 and the East 25.0 feet of Lot 13 and the West 15.0 feet of Lots 9 and 10, Block 42, Runnymede, Plat Book 1, Page 4 of the Public Records of the Public Records of Osceola County, Florida.

And that based upon said examination, he/she does hereby certify that fee simple title to the described real property is vested in Janis Basho Hand and Cynthia A. Bisson, as of the date hereof, (Deed executed on September 15, 2015, recorded October 7, 2015 in Official Records Book 4853, Page 1735 of the Public Records of Osceola County, Florida) and said real property is not subject to any restriction, mortgages, liens or encumbrances of any kind which affect in any manner the right of the said owner to annex the said property to the City of St. Cloud, Florida, or any other municipality.

Dated this 23rd day of May, 2016.

Authorized Signature

Lori Lynn Engel
Type or Print name

Stewart Title
Company/Firm

1401 Budinger Avenue
Street

St. Cloud — Florida — 34769
City — State — Zip

(407)957-9000
Phone Number

01206-36316
File Number

CITY ORDINANCE AND/OR POLICY PROHIBITS THE CITY ATTORNEY FROM MAKING THIS CERTIFICATION. THIS FORM WAS PREPARED BY THE CITY OF ST. CLOUD CITY MANAGER, 1300 9TH STREET, ST. CLOUD, FL 34769

RETURN TO: CITY OF ST. CLOUD
PLANNING DIVISION
2901 17th STREET
ST. CLOUD, FL 34769

LARRY WHALEY 1P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 99171630 OR 1679/2849
MMF Date 12/03/1999 Time 15:18:16

FOR RECORDING USE ONLY

NOTICE OF ENCUMBRANCE TO ANNEX TO CITY OF ST. CLOUD

THIS INSTRUMENT, Made this 29th day of June
19 99, Between DOUGLAS & MARLENE VANDER POL
of the County of Osceola, State of Florida Grantor*, and THE CITY OF ST. CLOUD, FLORIDA, A Municipal Corporation, Grantee;

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below-described into the corporate limits of the City of St. Cloud; and

GRANTOR, for and in consideration of the sum of ONE and NO/100 ($1.00) DOLLAR and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged,

DOES HEREBY ENCUMBER the below-described real property situate, lying and being in Osceola County, Florida with the absolute requirement that upon the said real property becoming contiguous to the city limits of the City of St. Cloud and upon the request of the Grantee,

GRANTOR and Grantor's heirs and assigns shall perform those ministerial functions required of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of St. Cloud and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal.

The subject property is described as:

The West 50.0 feet of Lot 13, and all of Lots 14 and 15, Block 42, TOWN OF RUNNYMEDE, according to the Plat thereof, as recorded in Plat Book 1, page 4 of the Public Records of Osceola County, Florida.

*Grantor is used for singular or plural, as the context requires. IN WITNESS WHEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

1. Douglas Vander Pol
SIGNATURE
Douglas Vander Pol
TYPE/PRINT NAME

2. Marlene VanderPol
SIGNATURE
Marlene Vander Pol
TYPE/PRINT NAME

3. _____
SIGNATURE
_____
TYPE/PRINT NAME

WITNESSES (two required):

Holly Carapella
SIGNATURE
Holly Carapella
TYPE/PRINT NAME

Robert Mackichan
SIGNATURE
Robert Mackichan
TYPE/PRINT NAME

Holly Carapella
SIGNATURE
Holly Carapella
TYPE/PRINT NAME

Robert Mackichan
SIGNATURE
Robert Mackichan
TYPE/PRINT NAME

_____
SIGNATURE
_____
TYPE/PRINT NAME

_____
SIGNATURE
_____
TYPE/PRINT NAME

STATE OF: Florida
COUNTY OF: Osceola

The foregoing instrument was acknowledged before me on this 29th day of June 19 99, by Douglas & Marlene Vander Pol ~~who is personally known to me~~ or who has produced FDL # V536244353190 as identification and who ~~did~~ / did not take an oath.
V536 550 40 5820

Martha Hobbs
NOTARY PUBLIC
Martha Hobbs
TYPE/PRINT NAME

Martha Hobbs
COMMISSION NUMBER
Notary Public, State of Florida
My Comm. Expires Feb 23, 2002
Comm. No. CC707561
COMMISSION EXPIRES

Pursuant to Section 695.26(3)(f): This instrument exempt from Chapter 695, F.S.; Prepared by ~~a Public Officer, City Manager~~, City of St. Cloud, Florida 34769.

LARRY WHALEY OSCEOLA COUNTY, DATE 05/03/2007 04:12:37 PM
FILE # 2007086174 BK 03471 Pg 2252; (1pg)REC FEES 10.00

Notice of Encumbrance to Annex to City of St. Cloud

7-200.22

City of St. Cloud (Planning & Zoning)
2901 17th St.
St. Cloud, FL 34769

FOR RECORDING USE ONLY

THIS INSTRUMENT, Made this 31st day of Jan. 2007, between Gary + Sandra Huff of the County of Osceola, State of FL Grantor*, and the CITY OF ST. CLOUD, FLORIDA, A Municipal Corporation, Grantee:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of St. Cloud, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 ($1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledges, DOES HEREBY ENCUMBER the below – described real property situate, lying and being in Osceola Count, Florida with the absolute requirement that upon the said real property becoming contiguous to the city limits of the City of St. Cloud and upon the request of the Grantee,

GRANTOR and Grantor's heirs and assigns shall perform those ministerial functions required of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of St. Cloud and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

TOWN OF RUNNYMEADE PB1 PGS 4-5 BLK 43
LOT 12

Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

1. Gary S Huff
Signature
Gary S Huff
Type or print name

2. Sandra K Huff
Signature
Sandra K Huff
Type or print name

WITNESSES (Two required):

1. William A Haan
Signature
William A. Haan
Type or print name

2. Carrie L Haan
Signature
Carrie L. Haan
Type or print name

TATE OF Florida COUNTY OF Orange

ie foregoing instrument was acknowledged ~~before me~~ on this 31st day of Jan, 2007, by Gary S + Sandy Huff who is personally known to me or who has produced _____ as identification and io did not take an oath.

Notary Public Carrie L Haan Type/print name _____

SEAL:

CARRIE L. HAAN
MY COMMISSION # DD 542304
EXPIRES: August 19, 2010
Bonded Thru Notary Public Underwriters

uant to Section 695.26(3)(f): This instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Manager, City of St. Cloud, Florida 69.

RETURN TO: CITY OF ST. CLOUD
PLANNING DIVISION
2901 17th STREET
ST. CLOUD, FL 34769

LARRY WHALEY 2F
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2001007570 OR 1825/2106
BIW Date 01/16/2001 Time 15:08:41

FOR RECORDING USE ONLY

NOTICE OF ENCUMBRANCE TO ANNEX TO CITY OF ST. CLOUD

THIS INSTRUMENT, Made this 20 day of Dec. 2000,
Between Gary A. Pearce & Marie J. Pearce of the County of Osceola, State of Florida Grantor*, and THE CITY OF ST. CLOUD, FLORIDA, A Municipal Corporation, Grantee;

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below-described into the corporate limits of the City of St. Cloud; and

GRANTOR, for and in consideration of the sum of ONE and NO/100 ($1.00) DOLLAR and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below-described real property situate, lying and being in Osceola County, Florida with the absolute requirement that upon the said real property becoming contiguous to the city limits of the City of St. Cloud and upon the request of the Grantee,

GRANTOR and Grantor's heirs and assigns shall perform those ministerial functions required of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of St. Cloud and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal.

The subject property is described as:

See attached Exhibit A for Legal Description

*Grantor is used for singular or plural, as the context requires. IN WITNESS WHEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

1. X Gary A Pearce
SIGNATURE
Gary A Pearce
TYPE/PRINT NAME

2. X Marie J Pearce
SIGNATURE
Marie J Pearce
TYPE/PRINT NAME

3. _____
SIGNATURE
_____
TYPE/PRINT NAME

4. _____
SIGNATURE
_____
TYPE/PRINT NAME

WITNESSES (two required):

1. _____
SIGNATURE
_____
TYPE/PRINT NAME
_____
SIGNATURE
_____
TYPE/PRINT NAME

2. _____
SIGNATURE
_____
TYPE/PRINT NAME
_____
SIGNATURE
_____
TYPE/PRINT NAME

3. _____
SIGNATURE
_____
TYPE/PRINT NAME
_____
SIGNATURE
_____
TYPE/PRINT NAME

4. _____
SIGNATURE
_____
TYPE/PRINT NAME
_____
SIGNATURE
_____
TYPE/PRINT NAME

STATE OF: Florida
COUNTY OF: Osceola

The foregoing instrument was acknowledged before me on this 20 day of December, 20 00.
by Gary A. Pearce & Marie J. Pearce who is personally known to me or who has produced _____ as identification and who did / did not take an oath.

_____
NOTARY PUBLIC
_____
TYPE/PRINT NAME

SHANNON L HOBBS
MY COMMISSION # CC 959848
EXPIRES: December 10, 2004
Bonded Thru Notary Public Underwriters

Pursuant to Section 695.26(3)(f): This instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer; City Manager, City of St. Cloud, Florida 34769

EXHIBIT "A"

Lot 13 and Beginning at the Northwest corner of Lot 14, Block 43, (North Half), The Town of Runnymede, as recorded in Plat Book 1, Pages 4 and 5, of the Public Records of Osceola County, Florida; thence run South 40.0 feet; thence run East 150.0 feet; thence run North 40.0 feet; thence run West 150.0 feet to the Point of Beginning and that vacated portion of Right-of-Way of Lake Ave. described as follows: Begin at the Northwest corner of Lot 13, Block 43 (North Half), The Town of Runnymede, as recorded in Plat Book 1, Pages 4 and 5, of the Public Records of Osceola County, Florida; thence run South 17°09'02" West a distance of 62.97 feet to the Point of Beginning; thence continue South 17°09'02" West a distance of 49.65 feet: thence run North 68°22'31" West a distance of 31.02 feet; thence run North 21°37'29" East a distance of 49.52 feet; thence run South 68°22'31" East a distance of 27.15 feet to the Point of Beginning.

LARRY WHALEY 1P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2006175569 OR 3212/1552
JSS Date 07/11/2006 Time 10:52:17

Notice of Encumbrance to Annex to City of St. Cloud

FOR RECORDING USE ONLY

City of St. Cloud (Planning & Zoning)
2901 17th St.
St. Cloud, FL 34769

THIS INSTRUMENT, Made this 16th day of June 2006, between Scott & Ann Schneider of the County of Osceola, State of Florida Grantor*, and the CITY OF ST. CLOUD, FLORIDA, A Municipal Corporation, Grantee:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of St. Cloud, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 ($1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledges, DOES HEREBY ENCUMBER the below – described real property situate, lying and being in Osceola Count, Florida with the absolute requirement that upon the said real property becoming contiguous to the city limits of the City of St. Cloud and upon the request of the Grantee,

GRANTOR and Grantor's heirs and assigns shall perform those ministerial functions required of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of St. Cloud and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal The subject property is described as:

TOWN OF RUNNYMEADE PB 1 PGS 4-5 BLK 43
LOT 14 LESS N 40 FT OF W 150 FT 30-25-31

Grantor is used for singular or plural, as the context requires IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

1. Scott Schneider
Signature
Scott Schneider
Type or print name

Ann Schneider
Signature
Ann Schneider
Type or print name

WITNESSES (Two required):

1. William A. Haan
Signature
William A. Haan
Type or print name

2. Robert M. Hart
Signature
Robert M. Hart
Type or print name

STATE OF Florida COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 16th day of June, 2006, by Scott + Ann Schneider who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public Carrie L Haan Type/print name _____

SEAL:

CARRIE L. HAAN
MY COMMISSION # DD 143433
EXPIRES. August 19, 2006
Bonded Thru Notary Public Underwriters

Pursuant to Section 695.26(3)(f) This instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Manager, City of St. Cloud, Florida 1769.

NOTICE OF ENCUMBRANCE TO ANNEX TO CITY OF ST. CLOUD

CASE NUMBER 3-74.01

LARRY WHALEY 1P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2003095284 OR 2262/320
DLB Date 05/30/2003 Time 15:18:12

FOR RECORDING USE ONLY

City of St. Cloud (Planning & Zoning)
2901 17th St.
St. Cloud, FL 34769

THIS INSTRUMENT, Made this 24th day of April 2003, Between Arnco Const, Inc. of the County of Osceola, State of Florida Grantor*, and the CITY OF ST. CLOUD, FLORIDA, A Municipal Corporation, Grantee:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of St. Cloud, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 ($1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledges, DOES HEREBY ENCUMBER the below – described real property situate, lying and being in Osceola Count, Florida with the absolute requirement that upon the said real property becoming contiguous to the city limits of the City of St. Cloud and upon the request of the Grantee,

GRANTOR and Grantor's heirs and assigns shall perform those ministerial functions required of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of St. Cloud and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

LOTS 7 AND 8, BLOCK 45, THE TOWN OF RUNNYMEDE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGES 4 AND 5, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

*Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

1. _____
Signature
George W. Arnold, Pres.
Type or print name Arnco Const, Inc.

2. _____
Signature
_____
Type or print name

WITNESSES (Two required):

_____
Signature
_____
Type or print name
_____
Signature
_____
Type or print name

_____
Signature
_____
Type or print name
_____
Signature
_____
Type or print name

NOTARY:
STATE OF: Florida COUNTY OF: Osceola

The foregoing instrument was acknowledged before me on this 24th day of April, 2003, by George W. Arnold who is personally known to me ~~or who has produced~~ _____ as identification and who did not take an oath.

SEAL: Patricia S. Trypus Commission # CC 951769 Expires July 21, 2003 Bonded Thru Atlantic Bonding Co., Inc.

Notary Public Patricia S. Trypus

Type/print name Patricia S. Trypus

Pursuant to Section 695.26(3)(f): This instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Manager, City of St. Cloud, Florida 34769.

NOTICE OF ENCUMBRANCE
ANNEX TO CITY OF ST. CLOUD

CASE NUMBER _____

LARRY WHALEY 1P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2003212232 OR 2379/756
KMC Date 11/06/2003 Time 13:20:41

FOR RECORDING USE ONLY

City of St. Cloud (Planning & Zoning)
2901 17th St.
St. Cloud, FL 34769

THIS INSTRUMENT, Made this 2nd day of Oct. 2003, Between George W. Arnold of the County of Osceola, State of Florida Grantor*, and the CITY OF ST. CLOUD, FLORIDA, A Municipal Corporation, Grantee:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of St. Cloud, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 ($1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledges, DOES HEREBY ENCUMBER the below – described real property situate, lying and being in Osceola Count, Florida with the absolute requirement that upon the said real property becoming contiguous to the city limits of the City of St. Cloud and upon the request of the Grantee,

GRANTOR and Grantor's heirs and assigns shall perform those ministerial functions required of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of St. Cloud and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

LOTS 9 AND 10, BLOCK 45, THE TOWN OF RUNNYMEDE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGES 4 AND 5, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

*Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

1. _____
Signature
George W. Arnold, Pres.
Type or print name Arnco Const, Inc.

WITNESSES (Two required):

Patricia S. Trypus
Signature
Patricia S. Trypus
Type or print name

Signature
Type or print name

2. _____
Signature
_____
Type or print name

_____
Signature
_____
Type or print name

_____
Signature
_____
Type or print name

NOTARY:
STATE OF: Florida COUNTY OF: Osceola

The foregoing instrument was acknowledged before me on this 2nd day of Oct., 2003, by George W. Arnold who is personally known to me ~~or who has produced~~ _____ as identification and who did not take an oath.

SEAL: PATRICIA S. TRYPUS MY COMMISSION # DD 221405 EXPIRES: July 21, 2007 Bonded Thru Budget Notary Services

Notary Public Patricia S. Trypus

Type/print name Patricia S. Trypus

Pursuant to Section 695.26(3)(f): This instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Manager, City of St. Cloud, Florida 34769.

NOTICE OF ENCUMBRANCE TO ANNEX TO CITY OF ST. CLOUD

CASE NUMBER 3-69.01

LEY WHALEY 1P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2003069498 OR 2237/2053
DLB Date 04/24/2003 Time 15:02:58

City of St. Cloud (Planning & Zoning)
2901 17th St.
St. Cloud, FL 34769

FOR RECORDING USE ONLY

THIS INSTRUMENT, Made this 10th day of March 2003, Between Arnco Const, Inc. of the County of Osceola State of Florida Grantor*, and the CITY OF ST. CLOUD, FLORIDA, A Municipal Corporation, Grantee:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of St. Cloud, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 ($1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledges, DOES HEREBY ENCUMBER the below – described real property situate, lying and being in Osceola Count, Florida with the absolute requirement that upon the said real property becoming contiguous to the city limits of the City of St. Cloud and upon the request of the Grantee,

GRANTOR and Grantor's heirs and assigns shall perform those ministerial functions required of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of St. Cloud and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

Lots 5 through 8, and Lots 11 and 12, Block 45, (NORTH HALF) THE TOWN OF RUNNYMEDE of Section 30, Township 25 South, Range 31 East, according to the Official Plat thereof, as recorded in Plat Book 1, Pages 4 and 5 of the Public Records of Osceola County, Florida.

*Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

1. _____
Signature
George W. Arnold
Type or print name Arnco Const, Inc.

WITNESSES (Two required):

Patricia S. Trypus
Signature
Patricia S. Trypus
Type or print name
Beate M Smith
Signature
Beate M Smith
Type or print name

2. _____
Signature
_____
Type or print name

_____
Signature
_____
Type or print name
_____
Signature
_____
Type or print name

NOTARY:
STATE OF: Florida COUNTY OF: Osceola

The foregoing instrument was acknowledged before me on this 10th day of March, 2003, by George W. Arnold who is personally known to me or who has produced _____ as identification and who did not take an oath.

SEAL: Patricia S. Trypus Commission # CC 851709 Expires July 21, 2003 Bonded Thru Atlantic Bonding Co., Inc.

Notary Public Patricia S. Trypus

Type/print name Patricia S. Trypus

Pursuant to Section 695.26(3)(f): This instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Manager, City of St. Cloud, Florida 34769.

LARRY WHALEY 2P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2006272815 OR 3332/729
JDS Date 11/15/2006 Time 11:44:48

Notice of Encumbrance to Annex to City of St. Cloud

7-200.07

FOR RECORDING USE ONLY

City of St. Cloud (Planning & Zoning)
2901 17th St.
St. Cloud, FL 34769

THIS INSTRUMENT, Made this 9th day of Nov 20 06, between Fred L Brummer, Jr Theresa C Brummer of the County of Osceola, State of Florida Grantor*, and the CITY OF ST. CLOUD, FLORIDA, A Municipal Corporation, Grantee:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of St. Cloud, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 ($1 00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledges, DOES HEREBY ENCUMBER the below – described real property situate, lying and being in Osceola Count, Florida with the absolute requirement that upon the said real property becoming contiguous to the city limits of the City of St. Cloud and upon the request of the Grantee,

GRANTOR and Grantor's heirs and assigns shall perform those ministerial functions required of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of St. Cloud and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal The subject property is described as:

See Attached Exhibit for Legal Description

Grantor is used for singular or plural, as the context requires IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written

PROPERTY OWNER(S):

1. _____ Signature
Fred L. Brummer, Jr
Type or print name

2. _____ Signature
Theresa C. Brummer
Type or print name

WITNESSES (Two required):

1. _____ Signature
Lori Taylor
Type or print name

2. _____ Signature
Lisa J. Bennett
Type or print name

STATE OF Florida COUNTY OF Osceola

The foregoing instrument was acknowledged before me on this 9 day of November 20 06, by Fred L. Brummer, Jr. Theresa L. Brummer who is personally known to me or who has produced FL DL as identification and who did not take an oath.

SEAL:

LORI B. TAYLOR
MY COMMISSION # DD 309383
EXPIRES: April 11, 2008
Bonded Thru Notary Public Underwriters

Notary Public _____ Type/print name _____

Pursuant to Section 695.26(3)(f): This instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer: City Manager, City of St. Cloud, Florida 34769.

EXHIBIT FOR LEGAL DESCRIPTION

LOTS 13 AND 14, OF BLOCK 45, OF THE TOWN OF RUNNYMEDE, IN SECTION 30, TOWNSHIP 25 SOUTH, RANGE 31 EAST, ACCORDING TO PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGES 4 AND 5 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

MALCOM THOMPSON OSCEOLA COUNTY, DATE 01/19/2011 12:35:38 PM
FILE # 2011007838 BK 04084 Pg 2089 (1pg)REC FEES 10.00

Notice of Encumbrance
To Annex to City of St. Cloud

FOR RECORDING USE ONLY

City of St. Cloud (Planning & Zoning)
1300 9th Street
St. Cloud, FL 34769

THIS INSTRUMENT, Made this 14th day of December 2010, between Steve Gilmore of the County of Osceola, State of Florida Grantor*, and the CITY OF ST. CLOUD, FLORIDA, A Municipal Corporation, Grantee:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of St. Cloud, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 ($1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledges, DOES HEREBY ENCUMBER the below – described real property situate, lying and being in Osceola Count, Florida with the absolute requirement that upon the said real property becoming contiguous to the city limits of the City of St. Cloud and upon the request of the Grantee,

GRANTOR and Grantor's heirs and assigns shall perform those ministerial functions required of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of St. Cloud and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. Properties located outside the St. Cloud Future Annexation Area are encumbered but final annexation is subject to both the traditional requirements for annexation and receipt of County approval. The subject property is described as:

Lots 15 and 16, Block 45, The Town or Runnymede, according to the Official Plat thereof, as recorded in Plat Book 1, Pages 4 and 5 of the Public Records of Osceola County, Florida.

Case # 2010-21.13 Parcel ID 29-25-31-4910-0045-0010

*Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

1. _____
Signature

_____
Type or print name

2. _____
Signature

_____
Type or print name

WITNESSES (Two required):

1. _____
Signature

Marty Hobbs
Type or print name

2. _____
Signature

KATRINA ROBLES
Type or print name

STATE OF: Florida COUNTY OF: Osceola

The foregoing instrument was acknowledged before me on this 16 day of December 2010, by Stephen Lee who is personally known to me or who has produced FL drivers license as identification and who did not take an oath.

LISA CAMPISANO
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE012747
Expires 7/28/2014

SEAL:

Notary Public _____ Type/print name _____

Pursuant to Section 695.26(3)(f): This instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer, City Manager, City of St. Cloud, Florida 34769.

RETURN TO: CITY OF ST. CLOUD
PLANNING DIVISION
2901 17th STREET
ST. CLOUD, FL 34769

LARRY WHALEY 1P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2000158160 OR 1795/797
DLB Date 10/18/2000 Time 13:55:06

FOR RECORDING USE ONLY

NOTICE OF ENCUMBRANCE TO ANNEX TO CITY OF ST. CLOUD

THIS INSTRUMENT, Made this 4th day of October 19 2000, Between Brian + Mary Krolick of the County of Osceola, State of Florida Grantor*, and THE CITY OF ST. CLOUD, FLORIDA, A Municipal Corporation, Grantee;

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below-described into the corporate limits of the City of St. Cloud; and

GRANTOR, for and in consideration of the sum of ONE and NO/100 ($1.00) DOLLAR and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged,

DOES HEREBY ENCUMBER the below-described real property situate, lying and being in Osceola County, Florida with the absolute requirement that upon the said real property becoming contiguous to the city limits of the City of St. Cloud and upon the request of the Grantee,

GRANTOR and Grantor's heirs and assigns shall perform those ministerial functions required of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of St. Cloud and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal.

The subject property is described as:

LOT 15 & 16, BLOCK 50 TOWN OF RUNNYMEDE, ACCORDING TO THE OFICIAL PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 4 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

*Grantor is used for singular or plural, as the context requires. IN WITNESS WHEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):	WITNESSES (two required):
1. Brian Krolick SIGNATURE BRIAN KROLICK TYPE/PRINT NAME	Tracy A. Quinones SIGNATURE Tracy A. Quinones TYPE/PRINT NAME Michelle Gustafson SIGNATURE Michelle Gustafson TYPE/PRINT NAME
2. Mary Krolick SIGNATURE Mary Krolick TYPE/PRINT NAME	Tracy A. Quinones SIGNATURE Tracy A. Quinones TYPE/PRINT NAME Michelle Gustafson SIGNATURE Michelle Gustafson TYPE/PRINT NAME
3. _____ SIGNATURE _____ TYPE/PRINT NAME	_____ SIGNATURE _____ TYPE/PRINT NAME _____ SIGNATURE _____ TYPE/PRINT NAME

STATE OF: Florida
COUNTY OF: Osceola

The foregoing instrument was acknowledged before me on this 3rd day of October 19 2000, by Brian & Mary Krolick who is personally known to me or who has produced Drivers License as identification and who did/ did not take an oath.

Tracy A. Quinones
NOTARY PUBLIC
Tracy A Quinones
TYPE/PRINT NAME

CC885689
COMMISSION NUMBER
11/4/03
COMMISSION EXPIRES

Tracy A. Quinones
MY COMMISSION # CC885689 EXPIRES
November 4, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

Pursuant to Section 695.26(3)(f): This instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer; City Manager, City of St. Cloud, Florida 34769.

RETURN TO: CITY OF ST. CLOUD
PLANNING DIVISION
2901 17th STREET
ST. CLOUD, FL 34769

LARRY WHALEY 1P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2000061124 OR 1727/2459
DLB Date 04/19/2000 Time 11:31:41

FOR RECORDING USE ONLY

NOTICE OF ENCUMBRANCE TO ANNEX TO CITY OF ST. CLOUD

THIS INSTRUMENT, Made this 22nd day of March
A.D. 2000, Between Margaret L. Moss + Sandra J. Jennings
of the County of Osceola, State of Florida Grantor*, and THE CITY OF ST. CLOUD, FLORIDA, A Municipal Corporation, Grantee;

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below-described into the corporate limits of the City of St. Cloud; and

GRANTOR, for and in consideration of the sum of ONE and NO/100 ($1.00) DOLLAR and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged,

DOES HEREBY ENCUMBER the below-described real property situate, lying and being in Osceola County, Florida with the absolute requirement that upon the said real property becoming contiguous to the city limits of the City of St. Cloud and upon the request of the Grantee,

GRANTOR and Grantor's heirs and assigns shall perform those ministerial functions required of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of St. Cloud and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal.

The subject property is described as:

ALL OF BLOCK 53, ACCORDING TO THE OFFICIAL PLAT OF (NORTH HALF) THE TOWN OF RUNNYMEDE, AS RECORDED IN PLAT BOOK I, PAGES 4 AND 5, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; TOGETHER WITH THE NORTH ½ OF VACATED "N" STREET.

*Grantor is used for singular or plural, as the context requires. IN WITNESS WHEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

1. Margaret L Moss
SIGNATURE
Margaret L. Moss
TYPE/PRINT NAME

2. Sandra J. Jennings
SIGNATURE
Sandra J. Jennings
TYPE/PRINT NAME

3. _____
SIGNATURE
_____
TYPE/PRINT NAME

WITNESSES (two required):

_____
SIGNATURE
Rayelynne Woeste
TYPE/PRINT NAME

Margaret Hopper
SIGNATURE
MARGARET HOPPER
TYPE/PRINT NAME

_____
SIGNATURE
Rayelynne Woeste
TYPE/PRINT NAME

Margaret Hopper
SIGNATURE
MARGARET HOPPER
TYPE/PRINT NAME

_____
SIGNATURE
_____
TYPE/PRINT NAME

_____
SIGNATURE
_____
TYPE/PRINT NAME

STATE OF: Florida
COUNTY OF: Osceola

The foregoing instrument was acknowledged before me on this 22 day of March, 2000, by Margaret L. Moss + Sandra J. Jennings who is personally known to me or who has produced _____ as identification and who did / did not take an oath.

_____
NOTARY PUBLIC
_____
TYPE/PRINT NAME

RAYELYNNE WOESTE
MY COMMISSION # CC 687128
EXPIRES: November 6, 2001
1-800-3-NOTARY Fla. Notary Service & Bonding Co.

COMMISSION NUMBER
COMMISSION EXPIRES

Pursuant to Section 695.26(3)(f): This instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer; City Manager, City of St. Cloud, Florida 34769.

RETURN TO: CITY OF ST. CLOUD
PLANNING DIVISION
2901 17th STREET
ST. CLOUD, FL 34769

LARRY WHALEY 1P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2000005858 OR 1692/317
SKS Date 01/14/2000 Time 10:43:09

FOR RECORDING USE ONLY

NOTICE OF ENCUMBRANCE TO ANNEX TO CITY OF ST. CLOUD

THIS INSTRUMENT, Made this 13th day of December 19 99, Between Brian Krolick of the County of Osceola, State of Florida Grantor*, and THE CITY OF ST. CLOUD, FLORIDA, A Municipal Corporation, Grantee;

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below-described into the corporate limits of the City of St. Cloud; and

GRANTOR, for and in consideration of the sum of ONE and NO/100 ($1.00) DOLLAR and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged,

DOES HEREBY ENCUMBER the below-described real property situate, lying and being in Osceola County, Florida with the absolute requirement that upon the said real property becoming contiguous to the city limits of the City of St. Cloud and upon the request of the Grantee,

GRANTOR and Grantor's heirs and assigns shall perform those ministerial functions required of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of St. Cloud and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal.

The subject property is described as:

Lot 2, Chisolm Trails, according to the plat thereof recorded in Plat Book 6, Page 51, of the public records of Osceola County, Florida

*Grantor is used for singular or plural, as the context requires. IN WITNESS WHEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

1. Brian Krolick
SIGNATURE
Brian Krolick
TYPE/PRINT NAME

WITNESSES (two required):

Denise Marion
SIGNATURE
Denise Marion
TYPE/PRINT NAME
Betty Collier
SIGNATURE
Betty Collier
TYPE/PRINT NAME

2. _____
SIGNATURE
_____
TYPE/PRINT NAME

_____
SIGNATURE
_____
TYPE/PRINT NAME
_____
SIGNATURE
_____
TYPE/PRINT NAME

3. _____
SIGNATURE
_____
TYPE/PRINT NAME

_____
SIGNATURE
_____
TYPE/PRINT NAME
_____
SIGNATURE
_____
TYPE/PRINT NAME

STATE OF: Florida
COUNTY OF: Osceola

The foregoing instrument was acknowledged before me on this 20 day of December 19 99, by Brian Krolick who ~~is personally known to me~~ or who has produced FLDL# K642066533890 as identification and who ~~did~~ / did not take an oath.

Martha Hobbs
NOTARY PUBLIC
Martha Hobbs
TYPE/PRINT NAME

COMMISSION NUMBER

Martha Hobbs
Notary Public, State of Florida
My Comm. Expires Feb 23, 2002
Comm. No. CC707561

COMMISSION EXPIRES

Pursuant to Section 695.26(3)(f): This instrument exempt from Chapter 695, F.S.; Prepared by a Public Officer; City Manager, City of St. Cloud, Florida 34769.

LARRY WHALEY 1P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2006272822 OR 3332/744
JDS Date 11/15/2006 Time 11:44:48

Notice of Encumbrance to Annex to City of St. Cloud

06-20.40

FOR RECORDING USE ONLY

City of St Cloud (Planning & Zoning)
2901 17th St
St. Cloud, FL 34769

THIS INSTRUMENT, Made this 25 day of July 2006, between Norman & Lillian McCrary of the County of Osceola, State of FL Grantor*, and the CITY OF ST. CLOUD, FLORIDA, A Municipal Corporation, Grantee:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of St. Cloud, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 ($1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledges, DOES HEREBY ENCUMBER the below – described real property situate, lying and being in Osceola Count, Florida with the absolute requirement that upon the said real property becoming contiguous to the city limits of the City of St. Cloud and upon the request of the Grantee,

GRANTOR and Grantor's heirs and assigns shall perform those ministerial functions required of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of St. Cloud and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal The subject property is described as:

4868 Chisholm Park Trail
Chisholm Trails PB 6 Pg 51 or 2617
Page 186 Lot 3

Grantor is used for singular or plural, as the context requires IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

1. Signature: Lillian McCrary
Type or print name: Lillian McCrary

2. Signature: Norman McCrary
Type or print name: Norman McCrary

WITNESSES (Two required):

1. Signature: Gala J. Florence
Type or print name: Gala J. Florence

2. Signature: Gala J. Florence
Type or print name: Gala J. Florence

STATE OF West Virginia COUNTY OF Wood

The foregoing instrument was acknowledged before me on this 25th day of July, 2006, by Lillian & Norman McCrary who is personally known to me or who has produced Driver's License Identification and who did not take an oath.

SEAL:

Official Seal
Notary Public, State of West Virginia
Raquel D. Harsh
United Bank
514 Market Street Parkersburg, WV 26101
My Commission Expires June 16, 2015

Notary Public Raquel D Harsh Type/print name Raquel D. Harsh

Pursuant to Section 695.26(3)(f): This instrument exempt from Chapter 695, F.S., Prepared by a Public Officer, City Manager, City of St. Cloud, Florida 34769.

LAND DEVELOPMENT CODE 3.4.3.C.2.A
REQUIREMENTS OF THE PLANNING COMMISSION REPORT TO THE CITY COUNCIL

The report and recommendations to the City Council shall show the Planning Commission has studied and considered, where applicable, whether or not:

1. The proposed change is contrary to the established land use pattern.

   The proposed annexation is compatible to the existing development pattern.

   The surrounding area has existing residential development.

2. The proposed change would create an isolated district unrelated to adjacent and nearby districts.

   This change would not create an isolated district.

3. The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, etc.

   The proposed changes will not alter patterns.

   The proposed changes will not alter patterns.

4. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

   Existing boundary is contiguous to the city limits and the boundary will be enlarged.

5. The proposed change would be contrary to the land use plan and would have an adverse effect on the comprehensive plan.

   The proposed annexation would not have an adverse effect.

6. Changed or changing conditions make the passage of the proposed amendment necessary.

   Yes.

7. The proposed change will adversely influence living conditions in the neighborhood.

   The proposed changes will not adversely influence living conditions.

8. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

   The proposed changes will not affect traffic congestion or public safety.

9. The proposed change will create a drainage problem.

The proposed changes will not create a drainage problem.

10. The proposed change will seriously reduce light or air to adjacent areas.

The proposed changes will not create issues.

11. The proposed change will adversely affect property values in the adjacent area.

The proposed changes will not affect property values in the area.

12. The proposed change will be a deterrent to the improvement or development of adjacent property in accordance with existing regulations.

The proposed changes will not deter improvement of adjacent properties.

13. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

The proposed changes will not constitute special privilege.

14. There are substantial reasons why a reasonable use of property cannot be accomplished under existing zoning.

The proposed changes would have residential Future Land Use and Zoning which is compatible with the area.

15. Whether the change suggested is out of scale with the needs of the neighborhood or the city.

The proposed changes is not out of scale.

16. It is impossible to find other adequate sites in the city for the proposed use in districts already zoned for such use.

The proposed changes have similar uses to the surrounding development.

ANX25-00025 Attachment B:

Chisholm Estates Encumbrance Annexation

Neighborhood Information Meeting Summary

Event: Monday, March 9, 2026

Time: 6-7:30 p.m.

Location: Narcoossee Elementary School Media Center

2690 N. Narcoossee Road, St. Cloud, FL 34771

Public Notification: Notification letters for the Neighborhood Information Meeting, along with annexation benefits flyers, were mailed to all property owners who could be impacted by the proposed encumbrance annexations.

Attendees: 9; see attached sign-in sheet

The City of St. Cloud hosted a Neighborhood Information Meeting to engage citizens within the Chisholm Estates community and surrounding encumbered parcels and to gather feedback on the proposed encumbrance annexations.

The event provided residents with an opportunity to learn about the benefits of annexation, ask property-specific questions, and connect informally with City of St. Cloud Staff, allowing attendees to learn more about the City's annexation plans and how the proposed annexations would impact properties already utilizing certain City services or utilities and subject to a Notice of Encumbrance.

The meeting began with a brief introduction of staff and remarks by City Manager Mrs. Veronica Miller, followed by comments from Police Chief Goerke and Fire Chief Miller. Communications Director Bachelder advised attendees that Public Works Director Mr. Felblinger and planning staff were also present to answer additional questions prior to breaking into informal one-on-one discussions.

Upon signing in, attendees were provided with a handout packet detailing the benefits of annexation (attached), and comment forms were made available at the sign-in table.

St. Cloud FLORIDA

Encumbrance Annexation
Community Open House Meeting

PUBLIC COMMENT FORM

Name: Kristen Nuzzo Phone: 407-952-9039

Address: 1018 Twisted Branch Lane

City: St Cloud State: FL Zip: 34771

Email: kncasarez@gmail.com Kristen.nuzzo@thermofisher.com

Please use this comment form to express your opinions regarding annexations. Please return this form to a staff member at the Community Open House Meeting or send your comments to the email address shown below. All comments submitted in writing are considered public record.

COMMENTS:

I am the president of the Chisholm Estates HOA. We have 59 homes that would be impacted. I have been fielding messages and emails from concerned members surrounding cost, response from public safety.

For more information, please contact Caroline Horton by emailing caroline.horton@stcloudfl.gov or calling (407) 957-7491.

Encumbrance Annexation Community Open House Meeting

SIGN IN SHEET

Last Name	First Name	Email	Initials
Velazquez	Nydia	nydivel@gmail.com	NV
Zibrin	Joanne	joanne.zibrin@gmail.com	JMZ
Zibrin	Emil		EZ
Nuzzo	Kristen	Kncasarez@gmail.com	KNN
~~TOD~~ MEADORS	TOD+CHERYL	CPR.ACLS.EDUCATORS@GMAIL.COM	
Ann Schneider		amschneider7@comcast.net	
~~SANDRA~~ JENNINGS	SANDRA	Sjennings198167@gmail.com	SJ
Steve Huff	Steve	SHuff3@Comcast.net	SH

www.stcloudfl.gov/annexations

City of St. Cloud Encumbrance Annexation

Frequently Asked Questions

Why did I receive a letter about my property being annexed?

- Your property is subject to a Notice of Encumbrance executed when your property was developed, that allows the City to voluntarily annex the community into the City in exchange for providing the development with potable water and sanitary sewer.

What is a Notice of Encumbrance and what does it mean if my property is encumbered?

- When the City of St. Cloud provides potable water and/or sanitary sewer services to a property in unincorporated Osceola County, it is required that a Notice of Encumbrance document be executed by the property owners/developers and the City, which is recorded in the public records of Osceola County. Once a property is encumbered, it allows the City to process a *voluntary* annexation to bring the property into the municipal boundary.
- The property proposed for annexation must be adjacent to or across the street from a property currently within the City limits.

What if I didn't sign the Notice of Encumbrance but such an agreement was signed by the previous owner?

- A Notice of Encumbrance is a recorded covenant in the public records of Osceola County and remains connected to the property. The encumbrance continues to be valid even when the property is sold or transferred.

What are the costs associated with annexing into the City of St. Cloud?

- While there is no cost to the property owner for processing an annexation request, tax rates and certain fees and charges do differ between Osceola County and the City of St. Cloud.

Will my property taxes change upon annexation?

- The FY 2024 Osceola County millage rate, including Emergency Medical Services (EMS), is 7.7682.
- Once annexed into St. Cloud city limits, the EMS tax will be removed, and a rate labeled City of St. Cloud using a millage rate of 5.1128, or $5.979 for every $1,000 of taxable value will be included. All other imposed taxes on your property tax bill will remain the same.
- **Example**: A property with a taxable value of $400,000 located in unincorporated Osceola County will have a total property tax of $5,585.96. That same property located within St. Cloud city limits would have a total property tax of $7,203.80, or a 29% increase.
- Some items will be removed from your tax bill:
    - Fire Rescue Residential Units for $245.18 - will now be covered by City Fire Rescue.
    - Solid Waste - Waste Management for $381.98 - will begin being billed for City Sanitation Services in October on your TOHO water bill. City Stormwater charges are also added.

What are the benefits of being annexed into the City of State Cloud?

- **FASTER EMERGENCY RESPONSE:** St. Cloud Police and Fire Departments provide quicker response times within city limits.
- **TRIPLE-ACCREDITED PUBLIC SAFETY:** The St. Cloud Police Department's dispatch center holds three accreditations, ensuring top-tier emergency communication and efficiency.
- **IMPROVED DISASTER RECOVERY:** Faster cleanup, debris removal, and recovery efforts after hurricanes and tropical storms.
- **ACCREDITED BUILDING DEPARTMENT:** The St. Cloud Building Department is recognized by the International Accreditation Service for its high standards.
- **PROVEN SAFETY RECORD:** Ranked the safest city in Florida and 37th safest in the nation, based on FBI crime statistics.
- **BUSINESS-FRIENDLY ENVIRONMENT:** Ranked 44th among the 50 best small town in the U.S. for starting a business (WalletHub).
- **CONVENIENT LOCAL GOVERNMENT SERVICES:** Access city services at nearby St. Cloud offices instead of traveling to Kissimmee.
- **TOP-TIER PARKS & RECREATION:** St. Cloud is recognized as a Playful City USA and Tree City USA, offering excellent parks, trails, and recreational programs.
- **LOWER PARKS & RECREATION FEES:** St. Cloud residents receive reduced rates for facility rentals, programs, and activities.
- **SIMPLIFIED SOLID WASTE:** Solid waste services are included in a simple monthly bill, rather than a lump sum on property taxes, saving an estimated $67 per household per year (effective Oct. 1).
- **NO COUNTY EMS TAX:** St. Cloud residents save $245.76 per year by not paying the county's EMS tax.
- **POTENTIAL HOME INSURANCE SAVINGS:** St. Cloud's superior Insurance Service Office (ISO) fire service rating and improved flood rating may reduce homeowner insurance costs by up to 25% (check with your provider).

Now that I have received this letter, what do I have to do?

- No additional action is required by the property owner. The City wants you to be informed of the process and able to access information and answers to any of the questions you may have.
- Once a property is submitted for annexation into the City, the owner(s) will receive public notices to stay updated on the two (2) public hearings that will occur to complete the annexation process. The first public hearing will be held before the Planning Commission, with the final public hearing before City Council in order to approve the annexation.
- You are welcome to attend and speak at the community meeting and any of the public hearings.

BENEFITS OF ANNEXATION INTO THE CITY OF ST. CLOUD

ENHANCED SERVICES & PUBLIC SAFETY

- **Faster Emergency Response:** St. Cloud Police and Fire Departments provide quicker response times within city limits.
- **Accredited Public Safety:** Our Police Department is accredited by the Commission for Florida Law Enforcement Accreditation, and our 9-1-1 dispatch center holds triple accreditations, ensuring top-tier emergency response.
- **Improved Disaster Recovery:** Faster cleanup, debris removal, and recovery efforts after hurricanes and tropical storms.
- **Accredited Building Department:** The St. Cloud Building Department is recognized by the International Accreditation Service for its high standards.
- **Proven Safety Record:** Ranked the safest city in Florida and 37th safest in the nation, based on FBI crime statistics.
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- **Top-Tier Parks & Recreation:** St. Cloud is recognized as a Playful City USA and Tree City USA, offering excellent parks, trails, and recreational programs.

FINANCIAL & COST-SAVING BENEFITS

- **Lower Parks & Recreation Fees:** St. Cloud residents receive reduced rates for facility rentals, programs, and activities.
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	Osceola County	City of St. Cloud
County Ad Valorem	$2,357.73	$2,357.73
City Ad Valorem	$0.00	$1,799.00
Schools	$1,089.13	$1,089.13
EMS	$375.90	$0.00
Other Taxing Authorities	$1,034.83	$1,034.83
Solid Waste	$381.98	$0.00
Fire Rescue	$245.18	$0.00
TOTAL	**$5,484.75**	**$6,280.69**
NET INCREASE		**$795.94**

$351,900

Average Taxable Value
(After Exemptions)

NEWLY ANNEXED? YOU MAY BE ELIGIBLE FOR INSURANCE SAVINGS

Homeowner's Insurance

ISO Public Protection Classification (PPC ™) Program

The Insurance Services Office (ISO) PPC Program measures the effectiveness of public fire protection across the nation and plays an important role in the underwriting process at insurance companies. ISO rates the community as a whole, with individual insurance companies developing premiums based upon that community score. ISO ratings are determined by assessing driving distance from the nearest St. Cloud Fire Rescue station as well as proximity to a hydrant or 'credible water source.' ISO assigns a grading from Class 1 to Class 10. Buildings in St. Cloud are rated Class 2, which is an improvement over Osceola County ratings and therefore may result in lower insurance premiums for residents and businesses.

Please note that insurance companies — not the St. Cloud Fire Department or ISO — establish the premiums charged to policyholders.

Residents annexed into the City of St. Cloud should contact their insurance company to inquire whether they qualify for a premium reduction. Insurance companies often request a letter from the Fire Department that shows the property address and distance to the closest fire station, hydrant, or "credible water source."

If your insurance company requests a letter, you can request the letter online by scanning the QR code, or by contacting the Fire Marshal at richard.tonks@stcloudfl.gov or at (407) 957-8484.

Flood Insurance

The City of St. Cloud is an Accredited Building Department through the International Accreditation Service, which also includes our Flood Prevention and CRS (Community Rating System) program. We strive to set the highest standards in building safety which can help save residents on their flood and homeowner insurance programs. Below are the ISO classification ratings for the Building Department and Floodplain Management Division.

- Building Commercial - 3
- Building Residential - 4
- CRS- Class 5

Residents are urged to contact their insurance company to see if they may be eligible for discounts on flood insurance. For more information, visit www.stcloudfl.gov and click on the Floodplain Management box in the center of the home page. Questions? Call Floodplain Manager Leigh Anne Tomaino at 407-957-7275.

Contact your homeowner's insurance company for eligibility. The City will assist you in gathering information the insurance company may request.

St. Cloud FLORIDA Your Centerplace for Life

www.stcloudfl.gov/annexations

City of St. Cloud Encumbrance Annexation

Frequently Asked Questions

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- You are welcome to attend and speak at the community meeting and any of the public hearings.

Meeting: April 9, 2026

Agenda Item Type: Public Hearings
Ordinance No. 2026-10 Narcoossee and Starline ANX

Community Development Agenda Item:
FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-10, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 9.79 acres identified as Narcoossee and Starline, Project #ANX26-00001, generally located north of J Street, east of Twisted Branch Lane, south of Lillian Black Road, and west of South Narcoossee Road; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes.(Above is full title) **ACTION ON ORDINANCE NO. 2026-10**

Strategic Key Focus Areas:
High-Performing Government

Background Information:
The subject property is generally located north of J Street, east of Twisted Branch Lane, south of Lillian Black Road, and west of South Narcoossee Road. The property consists of two parcels totaling approximately +/- 9.79 acres. The parcels are currently designated as Low Density Residential (County) on the Future Land Use Map and are zoned “AC”: Agriculture & Conservation (County) and “R-2”: Rural Development in Osceola County.

A portion of the subject property, located along the eastern boundary adjacent to Narcoossee Road, appears physically separated from the larger contiguous tract. This area is historically associated with the Saint Cloud Sugar Belt, a significant agricultural region that influenced early travel patterns in the area.

The Saint Cloud Sugar Belt was supported by a rail line that extended from Kissimmee to Narcoossee Road. Generally used to Sugar and passengers. Due to diminishing traffic, the line was abandoned in 1942, and the tracks were subsequently removed. Today, this historical feature is memorialized in downtown St. Cloud.

Legal Authority:
Section 171.044, Voluntary Annexation, Florida Statutes.

Budget and Recommendation:
There is no cost associated with this item.

On March 17, 2026, the Planning Commission – Motion to recommend approval by Grigsby. Seconded by Marshall. Passed 5-0.

Staff reviewed this request for a Voluntary Annexation on or before February 12, 2026, with no objections. Staff recommends **APPROVAL** of the request for Voluntary Annexation for

Ordinance No. 2026-10.

Finance Director's Comments:
N/A

Procurement Director's Comments:
N/A

City Manager's Comments:
City Manager recommends approval

City Council Action:
4/9/26- Final Action
3/12/26 - Motion to approve the First Reading & Introduction by Gilbert. Seconded by Fletcher. Passed 5-0.

Attachments:
1. 1 ANX26-00001 Narcoossee and Starline Staff Report CC 4.09.26
2. 2 ANX26-00001 Narcoossee and Starline Ordinance No. 2026-10 CC 4.09.26
3. 3 ANX26-00001 Narcoossee and Starline SCR
4. 4 ANX26-00001 16 Findings

City Council Staff Report

Meeting Date: April 9, 2026

DRC Case No./Ord. No.
ANX26-00001/ 2026-10

Type of Application
Voluntary Annexation

Case Name
Narcoossee and Starline

Applicant/Owner
Chris Blurton / Donna Van Tassel

Agent
Interplan LLC c/o Chris Blurton

Address/Location
North of J Street, East of Twisted Branch Lane, South of Lillian Black Road, and West of South Narcoossee Road.

Parcel ID #
29-25-31-4910-0034-0020
29-25-31-4910-0036-0010

Total Land Area
+/- 9.79 acres

Project Planner
Ralph Keith Jr.
Associate Planner

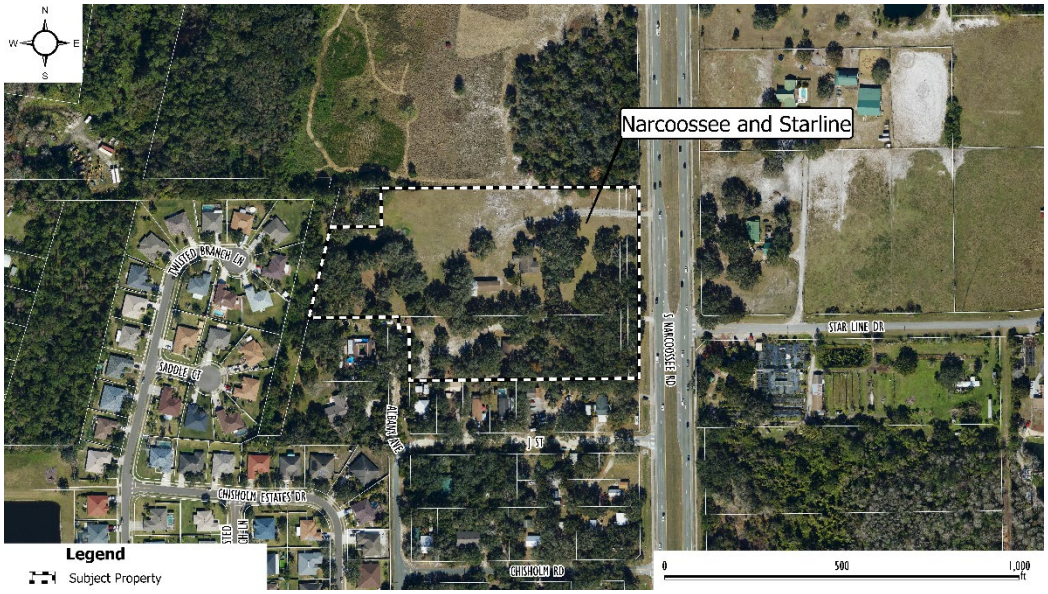


Figure 1 – Aerial Map

Request

The applicant is requesting consideration of an encumbrance annexation of +/- 9.79 acres of land, known as Narcoossee and Starline pursuant F.S. 171.044. The subject property is shown in **Figure 1** above.

Background

The subject property is generally located north of J Street, east of Twisted Branch Lane, south of Lillian Black Road, and west of South Narcoossee Road. The property consists of two parcels totaling approximately +/- 9.79 acres. The parcels are currently designated as Low Density Residential (County) on the Future Land Use Map and are zoned "AC": Agriculture & Conservation (County) and "R-2": Rural Development in Osceola County.

A portion of the subject property, located along the eastern boundary adjacent to Narcoossee Road, appears physically separated from the larger contiguous tract. This area is historically associated with the Saint Cloud Sugar Belt, a significant agricultural region that influenced early travel patterns in the area.

The Saint Cloud Sugar Belt was supported by a rail line that extended from Kissimmee to Narcoossee Road. Generally used to Sugar and passengers. Due to diminishing traffic, the line was abandoned in 1942, and the tracks were subsequently removed. Today, this historical feature is memorialized in downtown St. Cloud.

This historical context helps explain the configuration of the property and its distinction from the remainder of the parcel. Notwithstanding this distinction, the subject property is being considered as a unified parcel for the purposes of the proposed Annexation, Comprehensive Plan Amendment, and Zoning Map Amendment. Concurrently, the applicant is requesting a Comprehensive Plan Amendment (CPA26-00001 / Ordinance No. 2026-11) and a Zoning Map Amendment (ZMA26-00001 / Ordinance No. 2026-12) from "AC": Agriculture & Conservation (County) and "R-2": Rural Development to "HB": Highway Business to facilitate development.

Table 2 below illustrates the land use and zoning designations of adjacent properties to the subject parcel.

TABLE 2: ZONING & FUTURE LAND USE OF NEIGHBORING PROPERTIES

Direction	Future Land Use	Zoning	Existing Land Use
North	Low Density Residential (County)	**"LDR":** Low Density Residential (County)	Vacant Residential
East	Rural Enclaves (County) Commercial (County)	**"AC"**: Agriculture & Conservation (County) **"CN"**: Neighborhood Commercial (County)	Miscellaneous – Improved
West	Low Density Residential (County)	**"AC"**: Agriculture & Conservation (County)	Vacant
South	Low Density Residential (County)	**"AC":** Agriculture & Conservation (County) **"RS-1"**: Residential Single Family (County)	Single Family – Improved

Figures 2 and 3 below depict the current Future Land Use Map designations and Zoning districts within the City and Unincorporated Osceola County.

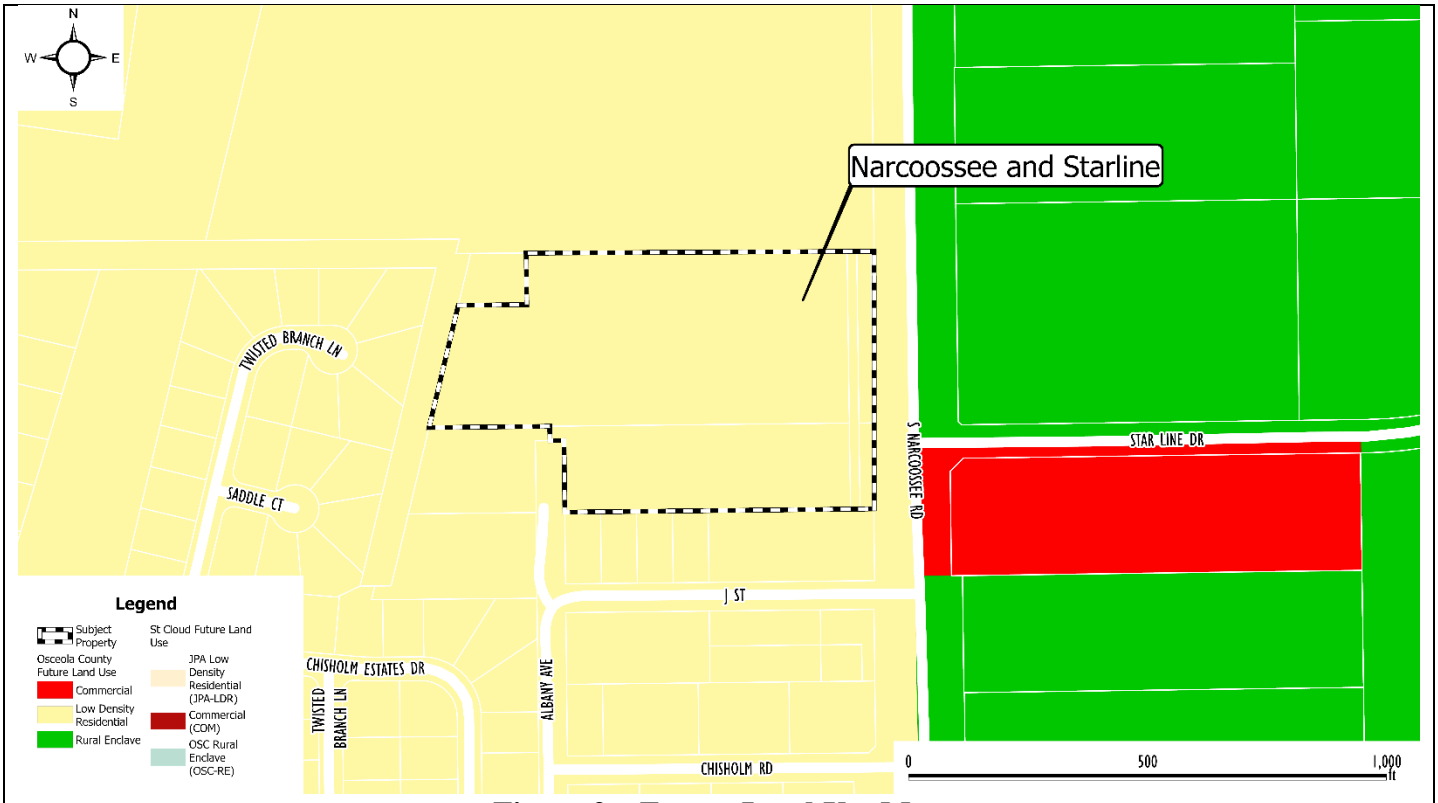


Figure 2 – Future Land Use Map

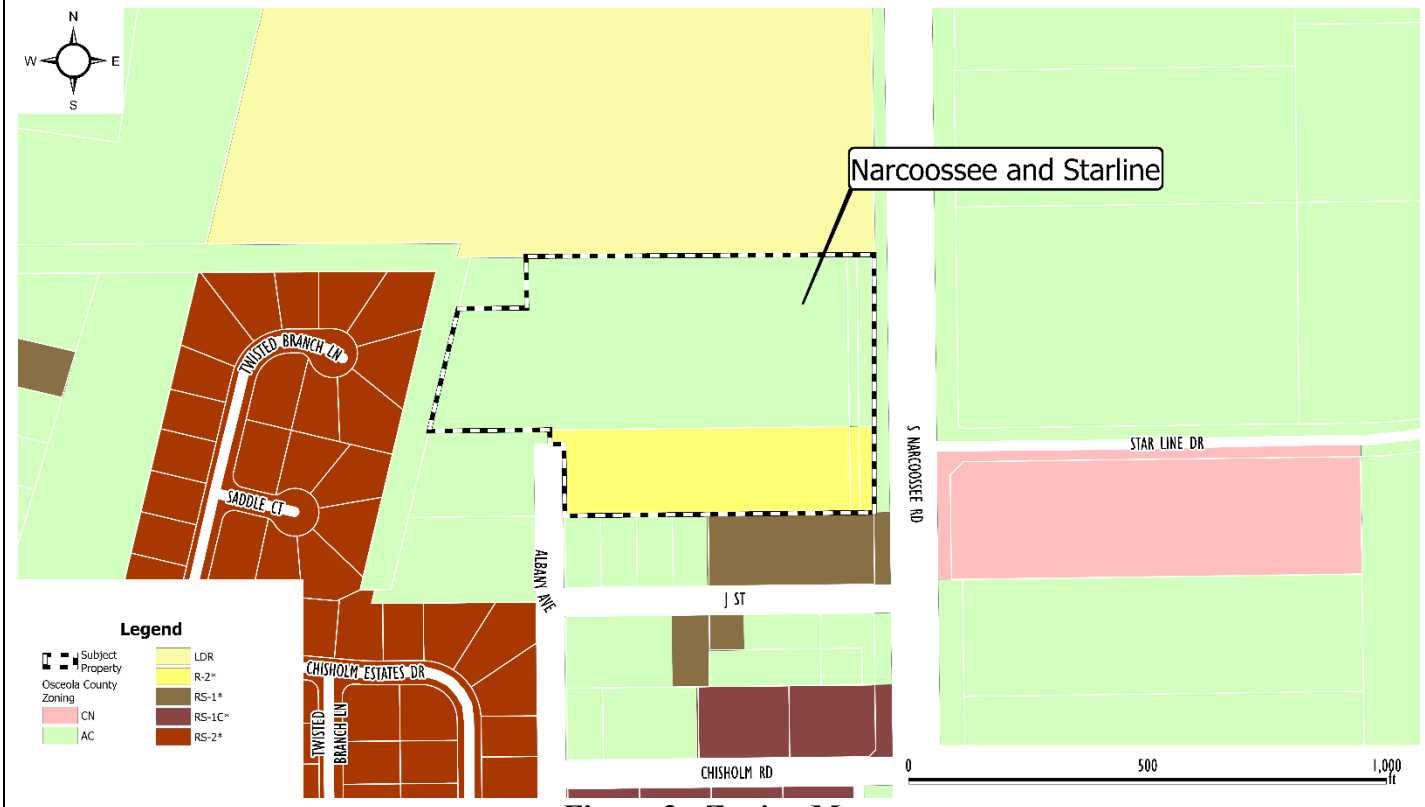


Figure 3 - Zoning Map

Public Notice

Notice of Public Hearing was mailed to property owners within 500 feet of the subject property and was advertised as required by State Statutes. No oral or written comments were received by staff from the public at the time of this report's distribution. Additional public comment may be available at the public hearing.

Findings

Prior to approval of the proposed voluntary annexation, Florida Statutes Section 171.044 requires the City to make the following findings:

A. *The subject property must be contiguous to the municipality and reasonably compact.*

The proposed annexation property is contiguous to City of St. Cloud city limits boundary. It is reasonably compact, and the parcel is located within the Joint Planning Area Boundary, as provided in the executed "Joint Planning Area Interlocal Agreement between Osceola County and the City of St. Cloud", dated March 17, 2014. The proposed annexation meets the requirements of Florida Statutes Section 171.044 and therefore is eligible for annexation into the City.

B. *The petition must bear the signatures of all owners of the subject property to be annexed.*

This is a voluntary annexation, and the City of St. Cloud has documentation that the owner of the subject properties has agreed to the voluntary annexation of the parcels listed into Attachment B into the City's jurisdiction limits.

Staff review of 16 Required Findings of Section 1.3.3.C.2.a of the Land Development Code:

1. The proposed annexation will not have an adverse influence on living conditions in the neighborhood or create any isolated district. It would maintain a continuation of the existing pattern of development and is compatible with the residential development in the area.
2. The applicant has submitted a document which includes responses to the 16 required findings, presented in the attachments.

Consistency With Strategic Plan Goals:

The proposed Annexation meets the intent of the following City of St. Cloud Strategic Goals:

- *High-Performing Government: To focus on the continuity and sustainability of core public services.*

Staff Recommendation

Staff reviewed this request for a Voluntary Annexation on or before February 12, 2026, with no objections.

Staff recommends **APPROVAL** of the request for Voluntary Annexation for Ordinance No. 2026-10.

Planning Commission Recommendation

Per Section 1.3.3.B.2 of the Land Development Code, the Planning Commission shall review annexation, land use, and zoning petitions and submit its recommendations to the City Council based on the 16 required findings identified in Section 1.3.3.C.2.a of the Land Development Code.

On March 17, 2026, the Planning Commission – Motion to recommend approval by Grigsby. Seconded by Marshall. Passed 5-0.

City Council Requested Action

Per section 1.3.7 of the Land Development Code, The City Council shall review the recommendation from the Planning Commission and render a decision based on the recommendation and information presented. The Planning Commission recommendation is based on the 16 required findings of Section 1.3.3.C.2.a of the Land Development Code. The applicant responses to the 16 required findings have been provided as an attachment for the City Council's review. Per Section 171.044, Voluntary Annexation, Florida Statutes.

On March 12, 2026, - Motion to approve the First Reading & Introduction by Gilbert. Seconded by Fletcher. Passed 5-0.

Attachments

- 16 Required Findings
- Ordinance No. 2026-10
- School Capacity Report

RETURN TO:
CITY OF ST. CLOUD
DEPT OF COMMUNITY DEVELOPMENT
1300 9TH STREET
ST. CLOUD, FL 34769

ORDINANCE NO. 2026-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, TO ANNEX INTO THE CITY OF ST. CLOUD APPROXIMATELY +/- 9.79 ACRES IDENTIFIED AS NARCOOSSEE AND STARLINE, PROJECT #ANX26-00001, GENERALLY LOCATED NORTH OF J STREET, EAST OF TWISTED BRANCH LANE, SOUTH OF LILLIAN BLACK ROAD, AND WEST OF SOUTH NARCOOSSEE ROAD; IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF CHAPTER 171.044, FLORIDA STATUTES.

WHEREAS, the owner of the property described below, being Donna Van Tassel, and represented by Interplan, LLC, petition on their behalf to the City Council of the City of St. Cloud, Florida pursuant to Chapter 171.044, Florida Statutes, requesting annexation into the City of St. Cloud, Florida in a petition signed and dated December 29, 2025; and

WHEREAS, the City Manager of the City of St. Cloud, Florida, has certified by review of the Certificate of Title dated July 14, 2025, that the owner of the property has signed and given Interplan, LLC, authority on Decmeber 24, 2025, to Petition for Annexation; and,

WHEREAS, the City Council has received the recommendation of the Planning Commission dated March 17, 2026; and,

WHEREAS, the property is reasonably compact and contiguous to the corporate areas of the City of St. Cloud, Florida and annexation will not result in the creation of any enclave; and,

WHEREAS, the City of St. Cloud, Florida, has provided or will provide municipal services to the property, and has found it in the best interest of the City to accept the petition for annexation.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of St. Cloud, Florida, as follows:

SECTION 1:

That the following property described below and shown on Exhibit "A" is annexed into the City of St. Cloud, Florida, pursuant to Chapter 171.044, Florida Statutes:

Legal Description:

29-25-31-4910-0034-0020

LOTS 2 THROUGH 22, INCLUSIVE, BLOCK 34 OF THE TOWN OF RUNNYMEDE, AS PER PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 4 AND 5, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. ALSO, ALL THAT PART OF THE ABANDONED RIGHT-OF-WAY OF THE KISSIMMEE-NARCOOSSEE BRANCH OF THE ATLANTIC COAST LINE RAILROAD AS THE SAME APPEARS RECORDED IN DEED BOOK 109, PAGE 1, OF THE PUBLIC RECORDS OF OSCEOLA I COUNTY, FLORIDA, AS THE SAID ABANDONED RIGHT-OF-WAY ABUTTS AND/OR TRAVERSES LOTS 10, 11, 12 AND 13 OF BLOCK 34 OF THE TOWN OF

RUNNYMEDE, AS PER PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 4 AND 5, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. TOGETHER WITH THE SOUTH 30 FEET OF VACATED G STREET ABUTTING LOTS 3 THROUGH 10, OF SAID BLOCK 34 AND THE NORTH 1/2 OF VACATED H STREET ABUTTING LOTS 13 THROUGH 22, OF SAID BLOCK 34, LYING IN SECTION 30, TOWNSHIP 25 SOUTH, RANGE 31 EAST, OSCEOLA COUNTY, FLORIDA. LESS AND EXCEPT THE PROPERTY SET FORTH IN DEEDS TO OSCEOLA COUNTY, FLORIDA RECORDED IN O.R. BOOK 3894, PAGE 984, AND IN O.R. BOOK 4202, PAGE 2144, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

29-25-31-4910-0036-0010

LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 36, TOWN OF RUNNYMEDE, AND THAT PORTION OF THE DEDICATED STREET, PENNSYLVANIA AVENUE, INSOFAR AS SAID STREET ABUTS OR ABOUNDS LOTS 1 THROUGH 8, INCLUSIVE OF BLOCK 36 TOWN OF RUNNYMEDE, OSCEOLA COUNTY, FLORIDA, SAID BLOCK 36 BEING IN U.S. GOVERNMENT LOT 2, SECTION 30, TOWNSHIP 25 SOUTH, RANGE 31 EAST, AND ALL THAT PART OF THE ABANDONED RIGHT OF WAY OF THE KISSIMMEE-NARCOOSSEE BRANCH OF THE ATLANTIC COAST LINE RAILROAD, ACCORDING TO THE PLAT OF SAID ABANDONED RIGHT OF WAY, RECORDED IN DEED BOOK 109 PAGE 1, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, ABUTTING AND TRAVERSING ABOVE PORTION OF PENNSYLVANIA AVENUE.

CONTAINING +/- 9.79 ACRES, MORE OR LESS.

SECTION 2:

That occupants and owners of the properties shall be entitled and subject to all the rights, privileges, immunities, and responsibilities of occupants and owners of property in the City of St. Cloud, Florida, as provided in Chapter 171, Florida Statutes.

SECTION 3:

If any section or portion of a section of this ordinance proves to be invalid, unlawful or unconstitutional, it shall not be held to impair the validity, force or effect of any other section or part of this ordinance.

SECTION 4:

The City Clerk, after consultation with the City Attorney, is authorized to correct scrivener's errors found by filing a corrected copy of this ordinance in the official records of the City.

SECTION 5:

Effective Date. This ordinance has been published and shall take effect as provided by law.

First Reading on the 12th day of March 2026

Final Reading on the 9th day of April 2026

CITY OF ST. CLOUD

_____

Christian B. Robertson, Mayor

ATTEST:

_____

Ivy Llauro, City Clerk

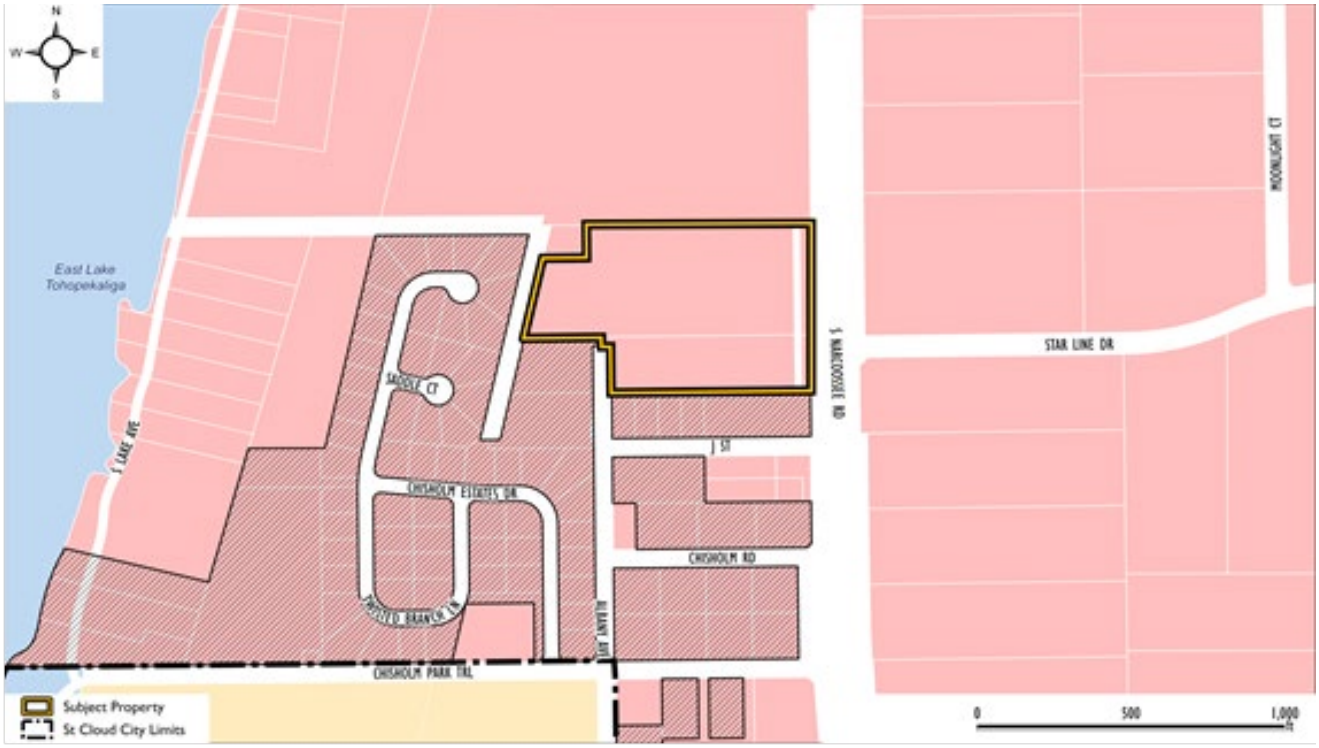
LEGAL IN FORM AND VALID IF ADOPTED:
de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP

_____

Daniel F. Mantzaris, City Attorney

Pursuant to Section 695.26 (3) (f), this instrument exempt from Chapter 695, F.S.: Prepared by and return to a Public Official: City Manager, City of St. Cloud, 1300 9th Street, St. Cloud, Florida 34769.

EXHIBIT "A"



PARCEL ID NO.

29-25-31-4910-0034-0020
29-25-31-4910-0036-0010

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

SDOC: 2025/26-0097 DRC#: ANX26-0001

Current FLU: LDR
Requested FLU: COMM

PROJECT NAME: Narcoossee at Starline

Current Zoning: AC/R-2
Requested Zoning: HB

PROJECT LOCATION: 950 & 1010 South Narcoossee Rd., St. Cloud, 34771

COMMENTS DUE DATE: 2.10.26

PID: 29-25-31-4910-0036-0010
29-25-31-4910-0034-0020

The School District of Osceola County reserves its right to ensure proper mitigation of any impact on school capacity and the collection of Educational System Impact Fees.

INTERPLAN

220 E. Central Pkwy., Ste 4000
Altamonte Springs, FL 32701

407-645-5008
Interplanllc.com

December 16th, 2025

City of St. Cloud
1300 9th Street
St Cloud, FL 34769

Reference: **Land Development Code Section 1.3.3.C.2.a Analysis**
IP # 2025.0479
Starline and Narcoossee (1010 & 950 S Narcoossee Road) Annexation & Rezone

To Whom it May Concern,

As required by the City of St. Cloud for Annexations, Rezoning and Land Use Amendments, please see below for the responses to the 16 specific conditions listed in section 1.3.3.C.2.a:

(1) The proposed change is **contrary** to the established land use pattern;

The proposed change is not contrary to the established land use pattern, the commercial zoning proposed continues the existing pattern of commercial development along Narcoossee Road to serve the existing and proposed residential development in the surrounding neighborhoods. Similar commercial property is located along many other intersections north and south of the subject property on Narcoossee Road.

(2) The proposed change would create an isolated district unrelated to adjacent and nearby districts;

The commercial zoning and land use requested would support and complement the existing and proposed residential development located off the Narcoossee Road corridor, and the commercial development occurring along Narcoossee Road itself.

(3) The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, etc.;

The Narcoossee Road corridor is developing rapidly and the requested zoning and land use compliments and continues the pattern of development occurring along and adjacent to this corridor. Infrastructure such as roads and utilities to support the project are existing and are

sufficient to support the future commercial development. As a commercial development, there will be no impact on schools and no increase in population density.

(4) Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change;

The property is currently zoned AC (Agriculture) and R-2 (residential), which makes little sense for parcels located along a major corridor such as Narcoossee Road. The AC parcel, 29-25-31-4910-0034-0020, is likely too small to develop agriculturally, and only has direct access to Narcoossee Road. The other parcel, 29-25-31-4910-0036-0010, currently has access via Narcoossee Road, adding to the multiple driveway accesses on this arterial road.

(5) The proposed change would be contrary to the land use plan and would have an adverse effect on the comprehensive plan;

The City's land use and comprehensive plan encourage commercial development 'along major corridors and neighborhood intersection that provide access for both vehicles and pedestrians', which describes the subject property. As noted, the area is growing rapidly and providing commercial services closer to existing and proposed residential development could help encourage shorter trips by residents and use of other modes of transportation besides the personal automobile.

(6) Changed or changing conditions make the passage of the proposed amendment necessary;

As noted, the Narcoossee Road corridor is rapidly developing between Orlando and St. Cloud, with hundreds of homes and apartments being constructed currently and many more planned, justifying the need for additional commercial development in the area. St. Cloud in particular is growing at a roughly 5% rate per year and the population has grown by 20% from 2020 to 2024 per estimates by the US Census Bureau.

(7) The proposed change will adversely influence living conditions in the neighborhood;

The proposed change will compliment the existing and proposed residential development in the area. Access will be via Narcoossee Road to avoid any direct traffic impacts to adjacent neighborhood. Landscape buffers and screening, including fencing, will be provided to limit the visual and aural impact to surrounding residential properties.

(8) The proposed change will create or excessively increase traffic congestion or otherwise affect public safety;

While development plans have not yet been finalized, a full traffic study will be performed and submitted with the proposed development to determine if any offsite traffic improvements are required due to the anticipated traffic. The site is located just over a mile south of Osceola County Fire Station 51 and approximately 2.5 miles north of St. Cloud Fire Station 34.

(9) The proposed change will create a drainage problem;

All development will meet the strict requirements of the City of St. Cloud, the South Florida Water Management District and Osceola County, including the treatment of all stormwater runoff and confirmation that the development will not create any offsite drainage impact. Future development on the subject property will be required to reduce stormwater runoff and pollution (nutrients) below existing rates.

(10) The proposed change will seriously reduce light or air to adjacent areas;

All required landscape buffers and building setbacks will be met. The current St. Cloud Land Development Code requires a 25 foot wide buffer between commercial development and residential/agricultural property, with trees, shrubs and either a wall or fence, preventing any serious reduction of light or air to adjacent areas.

(11) The proposed change will adversely affect property values in the adjacent area;

The proposed change would not adversely affect property values in the area-in fact, well designed and maintained commercial developments can increase property values due to convenient access to shopping and services, additional job opportunities, and long term gentrification.

(12) The proposed change will be a deterrent to the improvement or development of adjacent property in accordance with existing regulations;

The proposed change would help encourage the improvement and/or development of adjacent property by providing a new, quality commercial development to replace the existing single family residential structures, constructed in 1957 and 1988.

(13) The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare;

As noted previously, Narcoossee Road has several other commercial properties, both with existing development and vacant, located along the cooridor and generally located at intersections. The

requested change is a logical extension of additional commercial property near existing residential development.

(14) There are substantial reasons why a reasonable use of property cannot be accomplished under existing zoning;

As noted previously, the AC parcel, 29-25-31-4910-0034-0020, is likely too small to develop agriculturally, and only has direct access to Narcoossee Road. The other parcel, 29-25-31-4910-0036-0010, currently has access via Narcoossee Road, adding to the multiple driveway accesses on this arterial road. Either parcel remaining as large 'estate' parcel residential development makes little sense with the demand for both additional housing units and commercial development in the area.

(15) Whether the change suggested is out of scale with the needs of the neighborhood or the city;

The change is justified due to the rapid residential growth occurring in the vicinity, requiring additional commercial development to serve the new residents. The subject property is large enough to provide development opportunities not afforded to the smaller, existing vacant commercial properties located along Narcoossee Road, but not so large to create a major 'destination' or 'big box' type commercial development to draw residents from farther afield.

(16) It is impossible to find other adequate sites in the city for the proposed use in districts already zoned for such use.

There is a need for larger, commercially zoned parcels in this area to provide development opportunities for larger tenants such as grocery stores and health clubs to serve the nearby residents. There are few undeveloped commercially zoned properties along the Narcoossee Road corridor, and those that exist are smaller parcels, unsuitable for larger commercial users.

Sincerely,
INTERPLAN LLC

Chris Blurton, Program Manager
Interplan LLC

Meeting: April 9, 2026

Agenda Item Type: Public Hearings
Ordinance No. 2026-11 Narcoossee and Starline CPA

Community Development Agenda Item:
FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-11, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation of approximately +/- 9.79 acres identified as Narcoossee and Starline, Project #CPA26-00001, generally located north of J Street, east of Twisted Branch Lane, south of Lillian Black Road, and west of South Narcoossee Road; from "LDR" Low Density Residential (County) to "COM" Commercial (City), providing for amending the official Future Land Use Map of the Comprehensive Plan, filing of the Planning Commission recommendation and proof of publication, applicability and effect, severability, copies on file and effective date. (Above is full title) **ACTION ON ORDINANCE NO. 2026-11**

Strategic Key Focus Areas:
High-Performing Government

Background Information:
The subject property is generally located north of J Street, east of Twisted Branch Lane, south of Lillian Black Road, and west of South Narcoossee Road. The property consists of two parcels totaling approximately +/- 9.79 acres. The parcels are currently designated Low Density Residential (County) on the Future Land Use Map in Osceola County.

A portion of the subject property, located along the eastern boundary adjacent to Narcoossee Road, appears physically separated from the larger contiguous tract. This area is historically associated with the Saint Cloud Sugar Belt, a significant agricultural region that influenced early travel patterns in the area.

The Saint Cloud Sugar Belt was supported by a rail line that extended from Kissimmee to Narcoossee Road. Generally used to transfer sugar and passengers. Due to diminishing traffic, the line was abandoned in 1942, and the tracks were subsequently removed. Today, this historical feature is memorialized in downtown St. Cloud.

This historical context helps explain the configuration of the property and its distinction from the remainder of the parcel. Notwithstanding this distinction, the subject property is being considered as a unified parcel for the purposes of the proposed Annexation, Comprehensive Plan Amendment, and Zoning Map Amendment. Concurrently, the applicant is requesting an Annexation (ANX26-00001 / Ordinance No. 2026-10) and a Zoning Map Amendment (ZMA26-00001 / Ordinance No. 2026-12) from "AC": Agriculture & Conservation (County) and "R-2": Rural Development to "HB": Highway Business to facilitate development.

Legal Authority:

Per section 1.3.7 of the Land Development Code, The City Council shall review the recommendation from the Planning Commission and render a decision based on the recommendation and information presented. The Planning Commission recommendation is based on the 16 required findings of Section 1.3.3.C.2.a of the Land Development Code. The applicant responses to the 16 required findings have been provided as an attachment for the City Council's review.

Budget and Recommendation:
There is no cost associated with this item.

On March 17, 2026, the Planning Commission – Motion to recommend approval by Grigsby. Seconded by Bridgeforth. Passed 5-0.

Staff reviewed this request for a Comprehensive Plan Amendment on or before March 12, 2026, with no objections. Therefore, staff recommends **APPROVAL** of the request for Comprehensive Plan Amendment for Ordinance No. 2026-11.

Finance Director's Comments:
N/A

Procurement Director's Comments:
N/A

City Manager's Comments:
City Manager recommends approval

City Council Action:
4/9/26 - Final Action
3/12/26 - Motion to approve the First Reading & Introduction by Fletcher. Seconded by Urban. Passed 5-0.

Attachments:
1. 1 CPA26-00001 Narcoossee and Starline Staff Report CC 4.09.26
2. 2 CPA26-00001 Narcoossee and Starline Ordinance No. 2026-11 CC 4.09.26
3. 3 CPA26-00001 Narcoossee & Starline SCR

City Council Staff Report

Meeting Date: April 9, 2026

DRC Case No. /Ord. No.
CPA26-00001/2026-11

Type of Application
Comprehensive Plan Amendment

Case Name
Narcoossee and Starline

Applicant/Owner
Chris Blurton / Donna Van Tassel

Agent
Interplan LLC c/o Chris Blurton

Address/Location
North of J Street, East of Twisted Branch Lane, South of Lillian Black Road, and West of South Narcoossee Road.

Parcel ID #
29-25-31-4910-0034-0020
29-25-31-4910-0036-0010

Total Land Area
+/- 9.79 acres

Project Planner
Ralph Keith Jr.
Associate Planner



Figure 1 – Aerial Map

Request

The applicant is requesting consideration of a Comprehensive Plan Amendment from Low Density Residential (County) to Commercial (City) for approximately +/- 9.79 acres of land, as shown in **Figure 1** above.

Background

The subject property is generally located north of J Street, east of Twisted Branch Lane, south of Lillian Black Road, and west of South Narcoossee Road. The property consists of two parcels totaling approximately +/- 9.79 acres. The parcels are currently designated Low Density Residential (County) on the Future Land Use Map in Osceola County.

A portion of the subject property, located along the eastern boundary adjacent to Narcoossee Road, appears physically separated from the larger contiguous tract. This area is historically associated with the Saint Cloud Sugar Belt, a significant agricultural region that influenced early travel patterns in the area.

The Saint Cloud Sugar Belt was supported by a rail line that extended from Kissimmee to Narcoossee Road. Generally used to transfer sugar and passengers. Due to diminishing traffic, the line was abandoned in 1942, and the tracks were subsequently removed. Today, this historical feature is memorialized in downtown St. Cloud.

This historical context helps explain the configuration of the property and its distinction from the remainder of the parcel. Notwithstanding this distinction, the subject property is being considered as a unified parcel for the purposes of the proposed Annexation, Comprehensive Plan Amendment, and Zoning Map Amendment.Concurrently, the applicant is requesting an Annexation (ANX26-00001 / Ordinance No. 2026-10) and a Zoning Map Amendment (ZMA26-00001 / Ordinance No. 2026-12) from "AC": Agriculture & Conservation (County) and "R-2": Rural Development to "HB": Highway Business to facilitate development.

The following table summarizes adjacent Future Land Use designations, Zoning districts and existing uses.

TABLE 2: ZONING & FUTURE LAND USE OF NEIGHBORING PROPERTIES

Direction	Future Land Use	Zoning	Existing Land Use
North	Low Density Residential (County)	**"LDR":** Low Density Residential (County)	Vacant Residential
East	Rural Enclaves (County) Commercial (County)	**"AC"**: Agriculture & Conservation (County) **"CN"**: Neighborhood Commercial (County)	Miscellaneous – Improved
West	Low Density Residential (County)	**"AC"**: Agriculture & Conservation (County)	Vacant
South	Low Density Residential (County)	**"AC":** Agriculture & Conservation (County) **"RS-1"**: Residential Single Family (County)	Single Family – Improved

Figures 2 & 3 below depict the current Future Land Use and Zoning districts within the city.

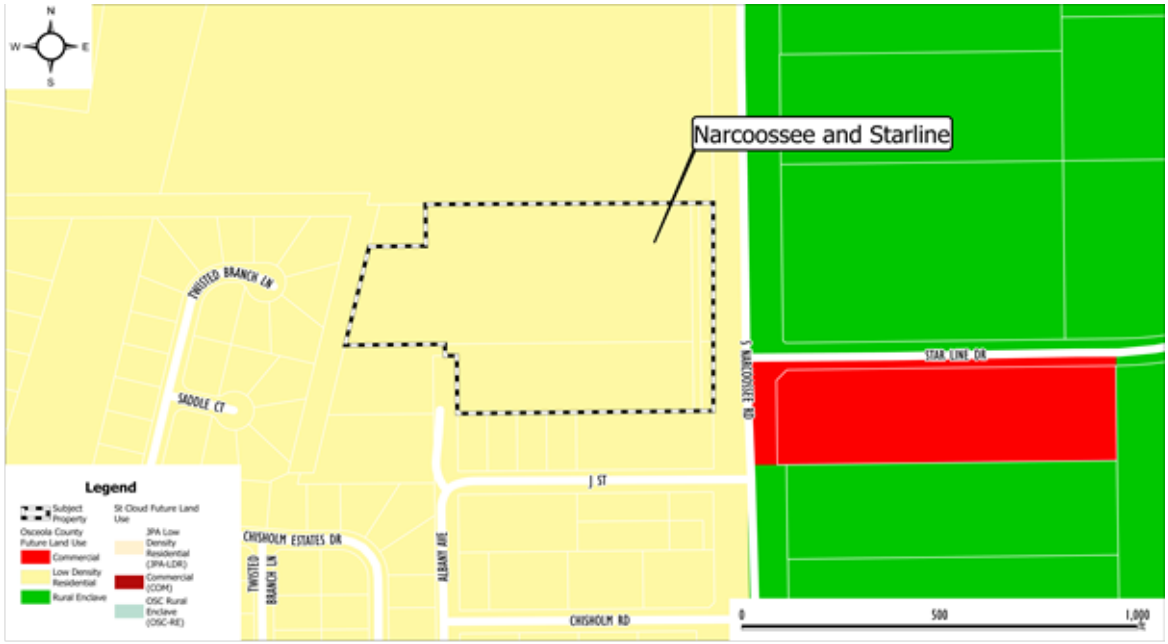


Figure 2 – Future Land Use Map

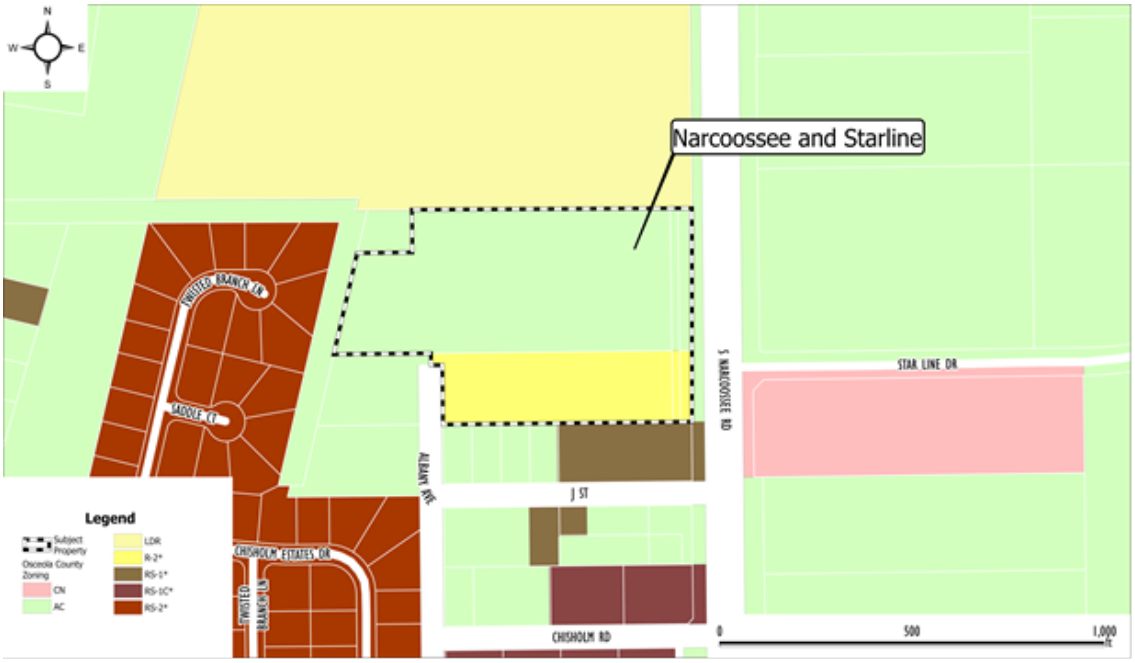


Figure 3 – Zoning Map

Public Notice

Notice of Public Hearing was mailed to property owners within 500 feet of the subject property and was advertised as required by State Statutes. No oral or written comments were received by staff from the public at the time of this report's distribution. Additional public comment may be available at the public hearing.

Findings

Staff has reviewed the applicant's response to the 16 Required Findings of Section 1.3.3.C.2.a of the Land Development Code. The applicant's responses follow the **bolded** LDC language, and staff's comments follow in *italics*:

1. **The proposed change is contrary to the established land use pattern;**

   "The proposed change is not contrary to the established land use pattern, the commercial zoning proposed continues the existing pattern of commercial development along Narcoossee Road to serve the existing and proposed residential development in the surrounding neighborhoods. Similar commercial property is located along many other intersections north and south of the subject property on Narcoossee Road."

   The applicant is requesting a Future Land Use change from Low Density Residential to Commercial. This request does not significantly conflict with the established land use pattern as the Commercial Future Land Use designation currently exists for a parcel to the east of the subject property.

2. **The proposed change would create an isolated district unrelated to the adjacent and nearby districts;**

   "The commercial zoning and land use requested would support and complement the existing and proposed residential development located off the Narcoossee Road corridor, and the commercial development occurring along Narcoossee Road itself."

   The proposed change could not create an isolated district. Instead, it would support the continuity of Commercial land uses along S Narcoossee Road. There are currently properties with Commercial Future Land Uses to the east and to the south past Chisolm Park Trail. This proposed change would allow for a more consistent transition between the Low Density Residential between the Commercial Future Land uses.

3. **The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, etc.;**

   "The Narcoossee Road corridor is developing rapidly and the requested zoning and land use compliments and continues the pattern of development occurring along and adjacent to this corridor. Infrastructure such as roads and utilities to support the project are existing and are sufficient to support future commercial development. As a commercial development, there will be no impact on schools and no increase in population density."

The proposed change should not materially affect population density, as the property is being converted to future land use compatible with the area. The school capacity report stated that a more accurate report can be generated with the submittal of a detailed Site Development Plan.

4. **Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change;**

   "The property is currently zoned AC (Agriculture) and R-2 (residential), which makes little sense for parcels located along a major corridor such as Narcoossee Road. The AC parcel, 29-25-31-4910-0034-0020, is likely too small to develop agriculturally, and only has direct access to Narcoossee Road. The other parcel, 29-25-31-4910-0036-0010, currently has access via Narcoossee Road, adding to the multiple driveway accesses on this arterial road."

   The existing district boundary is not illogically drawn since the proposed land use change is consistent with the surrounding area and extends the Commercial Future Land Use that currently exists to the east. Figure 2 depicts that most of the land use surrounding the outer subject property is for residential development.

5. **The proposed change would be contrary to the land use plan and would have an adverse effect on the comprehensive plan;**

   "The City's land use and comprehensive plan encourage commercial development 'along major corridors and neighborhood intersection that provide access for both vehicles and pedestrians', which describes the subject property. As noted, the area is growing rapidly and providing commercial services closer to existing and proposed residential development could help encourage shorter trips by residents and use of other modes of transportation besides the personal automobile."

   The proposed change should not have an adverse effect on the Comprehensive Plan. Policies within the Future Land Use Element of the Comprehensive Plan aim to encourage commercial growth to fulfill the City's strategic goal of increasing its commercial tax base.

6. **Change or changing conditions make the passage of the proposed amendment necessary;**

   "As noted, the Narcoossee Road corridor is rapidly developing between Orlando and St. Cloud, with hundreds of homes and apartments being constructed currently and many more planned, justifying the need for additional commercial development in the area. St. Cloud in particular is growing at a roughly 5% rate per year and the population has grown by 20% from 2020 to 2024 per estimates by the US Census Bureau."

   The proposed Commercial Future Land Use Designation is compatible with the existing land use patterns in the area and is consistent with the commercial developments to the west.

7. **The proposed change will adversely influence living conditions in the neighborhood;**

   "The proposed change will complement the existing and proposed residential development in the area. Access will be via Narcoossee Road to avoid any direct traffic impacts to

adjacent neighborhood Landscape buffers and screening, including fencing, will be provided to limit the visual and aural impact to surrounding residential properties."

The proposed change should not adversely influence living conditions in the neighborhood and are consistent with the development in the area.

8. **The proposed change will create or excessively increase traffic congestion or otherwise affect public safety;**

   "While development plans have not yet been finalized, a full traffic study will be performed and submitted with the proposed development to determine if any offsite traffic improvements are required due to the anticipated traffic. The site is located just over a mile south of Osceola County Fire Station 51 and approximately 2.5 miles north of St. Cloud Fire Station 34."

   Any increase in traffic or impact on public safety shall be mitigated through the collection of mobility and public safety impact fees. Furthermore, a Traffic Impact Analysis shall be required upon submittal of a Site Development Plan to ensure safe and efficient traffic flows. Any impacts identified in the Traffic Impact Analysis will need to be mitigated by the applicant or property owner prior to any approvals.

9. **The proposed change will create a drainage problem;**

   "All development will meet the strict requirements of the City of St. Cloud, the South Florida Water Management District and Osceola County, including the treatment of all stormwater runoff and confirmation that the development will not create any offsite drainage impact. Future development on the subject property will be required to reduce stormwater runoff and pollution (nutrients) below existing rates."

   Pursuant to Chapter 6 of the Land Development Code, stormwater management systems should be provided for all areas of development and accommodate the runoff that flows into or across the development area without additional flooding of any other lands. Any proposed stormwater system will be reviewed during the Site Development Plan process.

10. **The proposed change will seriously reduce light or air to adjacent areas;**

    "All required landscape buffers and building setbacks will be met. The current St. Cloud Land Development Code requires a 25-foot-wide buffer between commercial development and residential/agricultural property, with trees, shrubs and either a wall or fence, preventing any serious reduction of light or air to adjacent areas."

    The proposed change should not reduce light or air to adjacent areas. However, design standards will be implemented during review of the Site Development Plan and any other approvals required by the Land Development Code to mitigate any possible impacts.

11. **The proposed change will adversely affect property values in the adjacent area;**

    "The proposed change would not adversely affect property values in the area-in fact, well designed and maintained commercial developments can increase property values due to convenient access to shopping and services, additional job opportunities, and long-term gentrification."

    The proposed change should not adversely impact on property values of the adjacent area.

12. **The proposed change will be a deterrent to the improvement or development of adjacent property in accordance with existing regulations;**

"The proposed change would help encourage the improvement and/or development of adjacent property by providing a new, quality commercial development to replace the existing single family residential structures, constructed in 1957 and 1988."

This proposed Comprehensive Plan Amendment request should not hinder the improvement of adjacent properties, as the neighborhoods to the south are currently in development and the north and west of the property borders low residential land. The request to change to commercial represents a natural transition. This transition creates cohesiveness with the City's Future Land Use Map and aligns with the commercial designation of a parcel located to the east.

13. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare;

"As noted previously, Narcoossee Road has several other commercial properties, both with existing development and vacant, located along the corridor and generally located at intersections. The requested change is a logical extension of additional commercial property near existing residential development.

The proposed Comprehensive Plan Amendment does not grant special privilege to an individual owner, developer, or contrast with public welfare.

14. There are substantial reasons why a reasonable use of property cannot be accomplished under existing zoning.

"As noted previously, the AC parcel, 29-25-31-4910-0034-0020, is likely too small to develop agriculturally, and only has direct access to Narcoossee Road. The other parcel, 29-25-31-4910-0036-0010, currently has access via Narcoossee Road, adding to the multiple driveway accesses on this arterial road. Either parcel remaining as large 'estate' parcel residential development makes little sense with the demand for both additional housing units and commercial development in the area."

The proposed use is supported by the preceding Annexation (ANX26-00001), which requires assignment of a City Future Land Use designation. In order to develop the subject property, the applicant must rezone the property to a commercial zoning district that is compatible with the intended use. However, a Zoning Map Amendment cannot be approved without an appropriate Future Land Use designation establishing the permitted intensity and development pattern. Because the Zoning Map Amendment is being processed concurrently, a Comprehensive Plan Amendment is required to ensure consistency between the Future Land Use Map and the proposed zoning.

15. Whether the change suggested is out of scale with the needs of the neighborhood or the city;

"The change is justified due to the rapid residential growth occurring in the vicinity, requiring additional commercial development to serve the new residents. The subject property is large enough to provide development opportunities not afforded to the smaller, existing vacant commercial properties located along Narcoossee Road, but not so large to create a major 'destination' or 'big box' type commercial development to draw residents from farther afield."

The proposed change is not out of scale with the needs of the surrounding neighborhood. The site abuts compatible future land uses to the east. Approval of this Comprehensive

Plan Amendment would create a natural transition between the surrounding residential and commercial designations.

16. **It is impossible to find other adequate sites in the city for the proposed use in districts already zoned for such use.**

    "There is a need for larger, commercially zoned parcels in this area to provide development opportunities for larger tenants such as grocery stores and health clubs to serve the nearby residents. There are few undeveloped commercially zoned properties along the Narcoossee Road corridor, and those that exist are smaller parcels, unsuitable for larger commercial users."

    Although the proposed Future Land Use designation exists in other areas of the City, the subject property directly abuts a parcel with the same designation. As such, the amendment does not introduce a new land use pattern but rather extends an existing and established development framework. This Comprehensive Plan Amendment will be consistent and compatible with the surrounding area while enhancing commercial accessibility for adjacent residential neighborhoods. The proposed designation supports commercial opportunities that serve an area characterized by rural land patterns but experience steady residential growth along the City's northern boundary.

Staff Recommendation

Staff reviewed this request for a Comprehensive Plan Amendment on or before March 12, 2026, with no objections. Therefore, staff recommends **APPROVAL** of the request for Comprehensive Plan Amendment for Ordinance No. 2026-11.

Planning Commission Recommendation

Per Section 1.3.3.B.2 of the Land Development Code, the Planning Commission shall review annexation, land use, and zoning petitions and submit its recommendations to the City Council based on the 16 required findings identified in Section 1.3.3.C.2.a of the Land Development Code.

On March 17, 2026, the Planning Commission – Motion to recommend approval by Grigsby. Seconded by Bridgeforth. Passed 5-0.

City Council Requested Action

Per section 1.3.7 of the Land Development Code, The City Council shall review the recommendation from the Planning Commission and render a decision based on the recommendation and information presented. The Planning Commission recommendation is based on the 16 required findings of Section 1.3.3.C.2.a of the Land Development Code. The applicant responses to the 16 required findings have been provided as an attachment for the City Council's review.

On March 12, 2026, - Motion to approve the First Reading & Introduction by Fletcher. Seconded by Urban. Passed 5-0.

Attachments

- Ordinance No. 2026-11
- School Capacity Report

RETURN TO:
CITY OF ST. CLOUD
DEPT OF COMMUNITY DEVELOPMENT
1300 9TH STREET
ST. CLOUD, FL 34769

ORDINANCE NO. 2026-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, ASSIGNING A FUTURE LAND USE DESIGNATION OF APPROXIMATELY +/- 9.79 ACRES IDENTIFIED AS NARCOOSSEE AND STARLINE, PROJECT #CPA26-00001, GENERALLY LOCATED NORTH OF J STREET, EAST OF TWISTED BRANCH LANE, SOUTH OF LILLIAN BLACK ROAD, AND WEST OF SOUTH NARCOOSSEE ROAD; FROM "LDR" LOW DENSITY RESIDENTIAL (COUNTY) TO "COM" COMMERCIAL (CITY), PROVIDING FOR AMENDING THE OFFICIAL FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN, FILING OF THE PLANNING COMMISSION RECOMMENDATION AND PROOF OF PUBLICATION, APPLICABILITY AND EFFECT, SEVERABILITY, COPIES ON FILE AND EFFECTIVE DATE.

WHEREAS, Chapter 163.3167, Florida Statues, and Article VII, of the Charter Laws of the City of St. Cloud, allows the Council of the City of St. Cloud to prepare and enforce a Comprehensive Plan, and under such authority only lawful procedures and requirements have been met; and,

WHEREAS, the City adopted the Comprehensive Plan pursuant to Chapter 163, Florida Statutes, by Ordinance 2002-41, on September 26, 2002; and,

WHEREAS, pursuant to Chapter 163.3162, Florida Statutes, the City Council of the City of St. Cloud has determined it necessary and desirable to adopt the amended version of the City of St. Cloud, Florida, Comprehensive Plan; and,

WHEREAS, this Ordinance is enacted under the authority of Chapter 163.3161 through 163.3215, Florida Statutes, and Chapter 166, Florida Statutes, as amended, reserving to the City Council of the City of St. Cloud all permitted discretionary authority; and,

WHEREAS, the City Council received the recommendation of Planning Commission dated March 17, 2026 and,

WHEREAS, the City Council has held two (2) public hearings and has produced advertisement and notice on this matter consistent with the requirements of Chapter 163.3187, Florida Statutes, and,

WHEREAS, the City staff has prepared a staff report and will rely on the data as findings of fact to support the map change.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, as follows:

SECTION 1:

All information above is true and correct.

SECTION 2:

The City of St. Cloud, Florida, Comprehensive Plan is amended in the following respects to the properties, identified under Comprehensive Plan Amendment 25-00013, as shown on Exhibit "A", and described as follows:

Legal Description:

29-25-31-4910-0034-0020

LOTS 2 THROUGH 22, INCLUSIVE, BLOCK 34 OF THE TOWN OF RUNNYMEDE, AS PER PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 4 AND 5, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. ALSO, ALL THAT PART OF THE ABANDONED RIGHT-OF-WAY OF THE KISSIMMEE-NARCOOSSEE BRANCH OF THE ATLANTIC COAST LINE RAILROAD AS THE SAME APPEARS RECORDED IN DEED BOOK 109, PAGE 1, OF THE PUBLIC RECORDS OF OSCEOLA I COUNTY, FLORIDA, AS THE SAID ABANDONED RIGHT-OF-WAY ABUTTS AND/OR TRAVERSES LOTS 10, 11, 12 AND 13 OF BLOCK 34 OF THE TOWN OF RUNNYMEDE, AS PER PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 4 AND 5, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. TOGETHER WITH THE SOUTH 30 FEET OF VACATED G STREET ABUTTING LOTS 3 THROUGH 10, OF SAID BLOCK 34 AND THE NORTH 1/2 OF VACATED H STREET ABUTTING LOTS 13 THROUGH 22, OF SAID BLOCK 34, LYING IN SECTION 30, TOWNSHIP 25 SOUTH, RANGE 31 EAST, OSCEOLA COUNTY, FLORIDA. LESS AND EXCEPT THE PROPERTY SET FORTH IN DEEDS TO OSCEOLA COUNTY, FLORIDA RECORDED IN O.R. BOOK 3894, PAGE 984, AND IN O.R. BOOK 4202, PAGE 2144, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

29-25-31-4910-0036-0010

LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 36, TOWN OF RUNNYMEDE, AND THAT PORTION OF THE DEDICATED STREET, PENNSYLVANIA AVENUE, INSOFAR AS SAID STREET ABUTS OR ABOUNDS LOTS 1 THROUGH 8, INCLUSIVE OF BLOCK 36 TOWN OF RUNNYMEDE, OSCEOLA COUNTY, FLORIDA, SAID BLOCK 36 BEING IN U.S. GOVERNMENT LOT 2, SECTION 30, TOWNSHIP 25 SOUTH, RANGE 31 EAST, AND ALL THAT PART OF THE ABANDONED RIGHT OF WAY OF THE KISSIMMEE-NARCOOSSEE BRANCH OF THE ATLANTIC COAST LINE RAILROAD, ACCORDING TO THE PLAT OF SAID ABANDONED RIGHT OF WAY, RECORDED IN DEED BOOK 109 PAGE 1, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, ABUTTING AND TRAVERSING ABOVE PORTION OF PENNSYLVANIA AVENUE.

CONTAINING +/- 9.79 ACRES, MORE OR LESS.

Including the full width of any and all adjacent rights-of-way.

A. The City of St. Cloud Future Land Use Map, 2026, is amended to show the property as "HB" Highway Business,
B. Any and all additional maps of the Comprehensive Plan are amended to show the property;
C. All Goals, Objectives, Policies, and other planning provisions applicable to properties as shown and set forth in the City of St. Cloud, Florida, Comprehensive Plan apply to the property.

SECTION 3:

The City Manager or his/her designee is authorized and directed to promptly enter changes on the Official Future Land Use Map.

SECTION 4:

Upon adoption of this ordinance, the Planning Commission recommendation and "Proof of Publication" of the required Public Hearing notices shall be filed in the Department of Community Development.

SECTION 5:

The applicability and effect of the City of St. Cloud, Florida, Comprehensive Plan shall be as provided by Chapter 163.3161 through 163.3217, Florida Statutes, and this Ordinance, reserving to the City Council of the City of St. Cloud all permitted discretionary authority.

SECTION 6:

The City Clerk, after consultation with the City Attorney, is authorized to correct scrivener's errors found by filing a corrected copy of this ordinance in the official records of the City.

SECTION 7:

If any section or portion of a section of this ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to impair the validity, force, or effect of any other section or part of this ordinance.

SECTION 8:

A. A certified copy of the enacting ordinance and any amendments shall be filed with the Clerk of the Circuit Court.

B. A certified copy of the enacting ordinance, as well as certified copies of the City of St. Cloud, Florida, Comprehensive Plan and any amendments, shall be on file and made available to the public in the office of the City Clerk of the City of St. Cloud, Florida.

C. To make the City of St. Cloud, Florida, Comprehensive Plan available to the public, a certified copy of the enacting ordinance, as well as certified copies of the City of St. Cloud, Florida, Comprehensive Plan and any amendments, shall be located in the Department of Community Development of the City of St. Cloud. The Department of Community Development shall also make copies available to the public for a reasonable publication charge.

SECTION 9:

Effective Date. This ordinance has been published and shall take effect as provided by law.

First Reading on the 12th day of March 2026

Final Reading on the 9th day of April 2026

CITY OF ST. CLOUD

_____

Christian B. Robertson, Mayor

ATTEST:

_____

Ivy Llauro, City Clerk

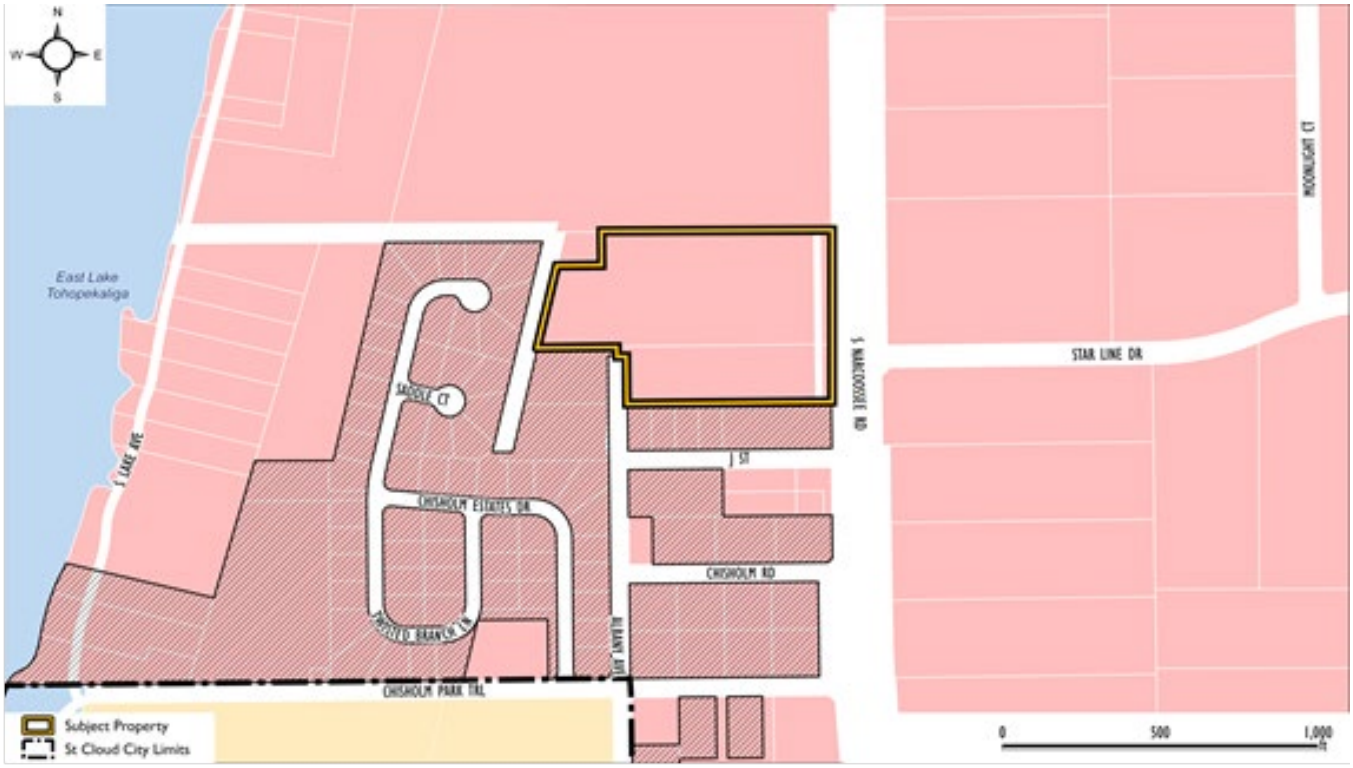
LEGAL IN FORM AND VALID IF ADOPTED:
de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP

_____

Daniel F. Mantzaris, City Attorney

Pursuant to Section 695.26 (3) (f), this instrument exempt from Chapter 695, F.S.: Prepared by and return to a Public Official: City Manager, City of St. Cloud; 1300 9th Street; St. Cloud, Florida 34769

EXHIBIT "A"



PARCEL ID NO(S).

29-25-31-4910-0034-0020
29-25-31-4910-0036-0010

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

SDOC#: 2025/26-0097 DRC#: CPA26-00001

Current FLU: LDR (County)
Requested FLU: COMM (City)

PROJECT NAME: Narcoossee and Starline

Current Zoning: AC & R-2 (County)
Requested Zoning: HB (City)

PROJECT LOCATION: 950 & 1010 Narcoossee Rd., St. Cloud, 34771

COMMENTS DUE DATE: 2.18.26

PID: 29-25-31-4910-0034-0020
29-25-31-4910-0036-0010

A more accurate report can be generated with the submittal of a detailed Site and Development Plan application which indicates the actual number of dwelling units proposed. The School District of Osceola County reserves its right to ensure proper mitigation of any impact on school capacity and the collection of Educational System Impact Fees.

Meeting: April 9, 2026

Agenda Item Type: Public Hearings
Ordinance No. 2026-12 Narcoossee and Starline ZMA

Community Development Agenda Item:
FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-12, an ordinance of the City Council of the City of St. Cloud, Florida, providing for the Zoning Amendment of the Zoning Map of the Land Development Code of the City of St. Cloud, Florida, specifically changing the zoning designation of approximately +/- 9.79 acres identified as Narcoossee and Starline, Project #ZMA26-00001, from "AC" Agriculture and Conservation and "R-2" Rural Development (County) to "HB" Highway Business (City), generally located north of J Street, east of Twisted Branch Lane, south of Lillian Black Road, and west of South Narcoossee Road; providing for entering the designation on the official Zoning Map, filing of the Planning Commission recommendation and proof of publication, severability, and effective date. (Above is full title)
ACTION ON ORDINANCE NO. 2026-12 (This is a Quasi-Judicial proceeding)

Strategic Key Focus Areas:
High-Performing Government

Background Information:
The subject property is generally located north of J Street, east of Twisted Branch Lane, south of Lillian Black Road, and west of South Narcoossee Road. The property consists of two parcels totaling approximately +/- 9.79 acres. The parcels currently have a zoning designation of "AC": Agriculture & Conservation (County) and "R-2": Rural Development (County).

Concurrently, the applicant is requesting an Annexation (ANX26-00001 / Ordinance No. 2026-10) and a Comprehensive Plan Amendment (CPA26-00001 / Ordinance No. 2026-11) from Low Density Residential (County) to Commercial (City) to facilitate future commercial development.

Legal Authority:
Per section 1.3.7 of the Land Development Code, The City Council shall review the recommendation from the Planning Commission and render a decision based on the recommendation and information presented. The Planning Commission recommendation is based on the 16 required findings of Section 1.3.3.C.2.a of the Land Development Code. The applicant responses to the 16 required findings have been provided as an attachment for the City Council's review.

Budget and Recommendation:
There is no cost associated with this item.

Motion to recommend approval by Grigsby. Seconded by Marchall. Passed 5-0.

Staff reviewed this request for a Zoning Map Amendment on or before March 12, 2026, with no

objections. Therefore, staff recommends **APPROVAL** of Ordinance No. 2026-12 for a Zoning Map Amendment from “AC”: Agriculture & Conservation (County) and “R-2”: Rural Development (County) to “HB”: Highway Business for approximately +/- 9.79 acres of land.

Finance Director's Comments:
N/A

Procurement Director's Comments:
N/A

City Manager's Comments:
City Manager recommends approval

City Council Action:
4/9/26 - Final Action
3/12/26- Motion to approve the First Reading & Introduction by Fletcher. Seconded by Paul. Passed 5-0.

Attachments:
1. 1 ZMA26-00001 Narcoossee and Starline Staff Report CC 4.09.26
2. 2 ZMA26-00001 Narcoossee and Starline Ordinance No. 2026-12 CC 4.09.26
3. 3 ZMA26-00001 Narcoossee and Starline SCR

City Council Staff Report

Meeting Date: April 9, 2026

DRC Case No. /Ord. No.
ZMA26-00001 /2026-12

Type of Application
Zoning Map Amendment

Case Name
Narcoossee and Starline

Applicant/Owner
Chris Blurton / Donna Van Tassel

Agent
Interplan LLC c/o Chris Blurton

Address/Location
North of J Street, East of Twisted Branch Lane, South of Lillian Black Road, and West of South Narcoossee Road.

Parcel ID #
29-25-31-4910-0034-0020
29-25-31-4910-0036-0010

Total Land Area
+/- 9.79 acres

Project Planner
Ralph Keith Jr.
Associate Planner



Figure 1 – Aerial Map

Request

The applicant is requesting consideration of a Zoning Map Amendment from "AC": Agriculture & Conservation (County) and "R-2": Rural Development (County) to "HB": Highway Business for approximately +/- 9.79 acres of land. The subject property is shown in **Figure 1** above.

Background

The subject property is generally located north of J Street, east of Twisted Branch Lane, south of Lillian Black Road, and west of South Narcoossee Road. The property consists of two parcels totaling approximately +/- 9.79 acres. The parcels currently have a zoning designation of "AC": Agriculture & Conservation (County) and "R-2": Rural Development (County).

A portion of the subject property, located along the eastern boundary adjacent to Narcoossee Road, appears physically separated from the larger contiguous tract. This area is historically associated with the Saint Cloud Sugar Belt, a significant agricultural region that influenced early travel patterns in the area.

The Saint Cloud Sugar Belt was supported by a rail line that extended from Kissimmee to Narcoossee Road. Generally used to Sugar and passengers. Due to diminishing traffic, the line was abandoned in 1942, and the tracks were subsequently removed. Today, this historical feature is memorialized in downtown St. Cloud.

This historical context helps explain the configuration of the property and its distinction from the remainder of the parcel. Notwithstanding this distinction, the subject property is being considered as a unified parcel for the purposes of the proposed Annexation, Comprehensive Plan Amendment, and Zoning Map Amendment.

Concurrently, the applicant is requesting an Annexation (ANX26-00001 / Ordinance No. 2026-10) and a Comprehensive Plan Amendment (CPA26-00001 / Ordinance No. 2026-11) from Low Density Residential (County) to Commercial (City) to facilitate future commercial development.

The following table summarizes adjacent Future Land Use designations, Zoning districts and existing uses.

TABLE 2: ZONING & FUTURE LAND USE OF NEIGHBORING PROPERTIES

Direction	Future Land Use	Zoning	Existing Land Use
North	Low Density Residential (County)	**"LDR":** Low Density Residential (County)	Vacant Residential
East	Rural Enclaves (County) Commercial (County)	**"AC"**: Agriculture & Conservation (County) **"CN"**: Neighborhood Commercial (County)	Miscellaneous – Improved
West	Low Density Residential (County)	**"AC"**: Agriculture & Conservation (County)	Vacant
South	Low Density Residential (County)	**"AC":** Agriculture & Conservation (County) **"RS-1"**: Residential Single Family (County)	Single Family – Improved

Figures 2 & 3 below depict the current Future Land Use and Zoning districts within the City.

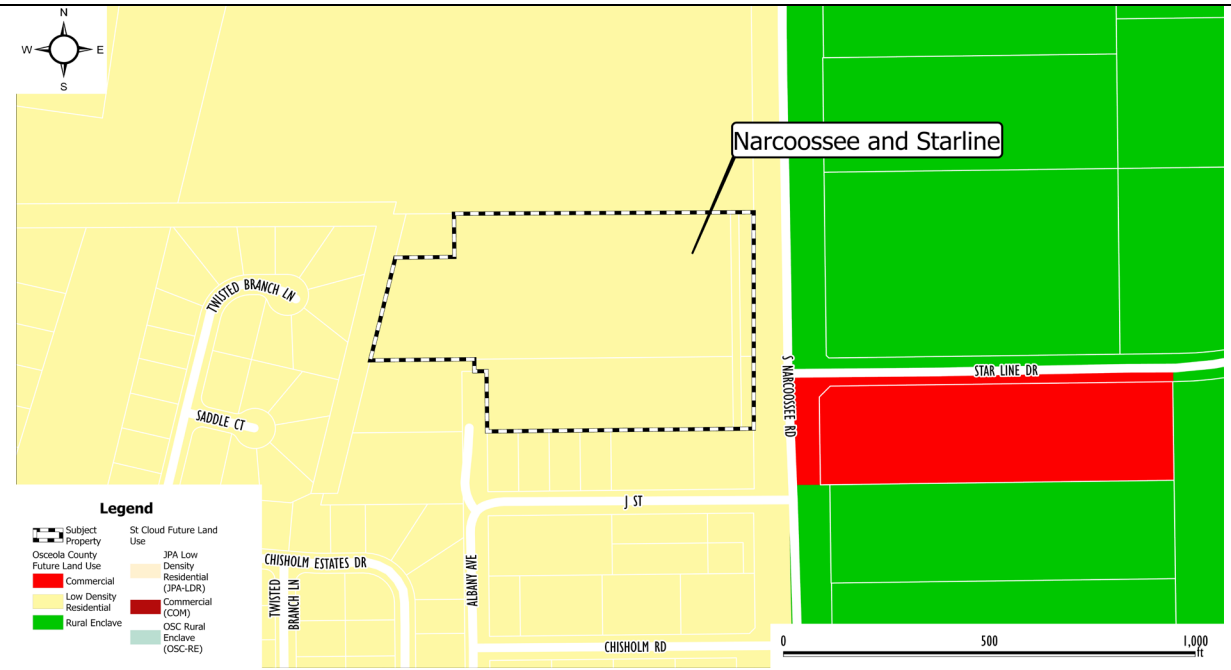


Figure 2 – Future Land Use Map

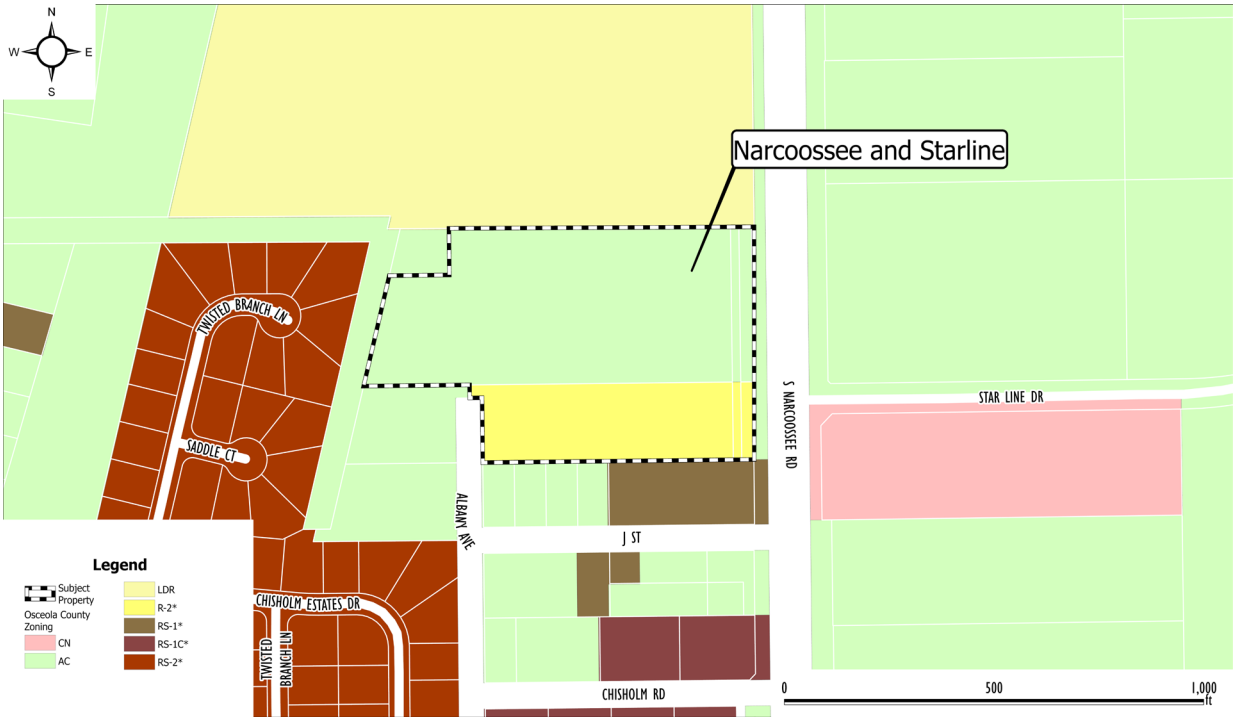


Figure 3 - Zoning Map

Public Notice

Notice of Public Hearing was mailed to property owners within 500 feet of the subject property and was advertised as required by Florida Statutes. Oral comments were received from the public at the time of this report's distribution. Additional public comment may be available at the public hearing.

Findings

Staff reviewed the applicant's response to the 16 Required Findings of Section 1.3.3.C.2.a of the Land Development Code. The applicant's responses follow the **bolded** LDC language, and staff's comments follow in *italics*:

1. **The proposed change is contrary to the established land use pattern;**

   "The proposed change is not contrary to the established land use pattern, the commercial zoning proposed continues the existing pattern of commercial development along Narcoossee Road to serve the existing and proposed residential development in the surrounding neighborhoods. Similar commercial property is located along many other intersections north and south of the subject property on Narcoossee Road."

   The proposed Zoning Map Amendment to Highway Business is consistent with the established land use pattern, particularly to the east of the subject parcel, which already has an assigned commercial zoning in Osceola County. Per Land Development Code section 3.6.3.A, the Highway Business zoning district is compatible with and is to be only assigned within a commercial or industrial land use designation on the City's comprehensive plan, Future Land Use map. The proposed change is consistent with the proposed Commercial Future Land Use designation.

2. **The proposed change would create an isolated district unrelated to the adjacent and nearby districts;**

   "The commercial zoning and land use requested would support and complement the existing and proposed residential development located off the Narcoossee Road corridor, and the commercial development occurring along Narcoossee Road itself."

   The proposed Zoning Map Amendment to Highway Business will not create an isolated district, as it is consistent with the current land use pattern to the west, which also has a Highway Business zoning designation.

3. **The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, etc.;**

   "The Narcoossee Road corridor is developing rapidly and the requested zoning and land use compliments and continues the pattern of development occurring along and adjacent to this corridor. Infrastructure such as roads and utilities to support the project are existing and are sufficient to support future commercial development. As a commercial development, there will be no impact on schools and no increase in population density."

   The proposed zoning request will not materially affect population density. As the request allows for non-residential use, it reduces residential density and associated demand on public schools. Per Chapter 6 of the Land Development Code, any future development of the property will require a Site Development Plan, which may require additional improvements to existing infrastructure. Any future development will be required to comply with all applicable zoning and development standards related to mobility, drainage, utilities, and school capacity, if applicable.

4. **Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change;**

   "The property is currently zoned AC (Agriculture) and R-2 (residential), which makes little sense for parcels located along a major corridor such as Narcoossee Road. The AC parcel,

29-25-31-4910-0034-0020, is likely too small to develop agriculturally, and only has direct access to Narcoossee Road. The other parcel, 29-25-31-4910-0036-0010, currently has access via Narcoossee Road, adding to the multiple driveway accesses on this arterial road."

The existing district boundary is not illogically drawn since the proposed rezoning is consistent with the surrounding area. Figure 3 depicts that most of the zoning districts surrounding the subject property is for residential development. This request would create consistency and cohesion with the zoning districts to the east and to the parcels south of Chisolm Park Trail.

5. **The proposed change would be contrary to the land use plan and would have an adverse effect on the comprehensive plan;**

   "The City's land use and comprehensive plan encourage commercial development 'along major corridors and neighborhood intersection that provide access for both vehicles and pedestrians', which describes the subject property. As noted, the area is growing rapidly and providing commercial services closer to existing and proposed residential development could help encourage shorter trips by residents and use of other modes of transportation besides the personal automobile."

   The rezoning request is consistent with the intent and policies of the Comprehensive Plan, which promote compatible development in appropriate locations. The request supports economic development by allowing commercial uses that serve adjacent residential developments positioned near a more rural area of the City, while also remaining compatible with surrounding land uses and preserving the established residential character of the area.

6. **Change or changing conditions make the passage of the proposed amendment necessary;**

   "As noted, the Narcoossee Road corridor is rapidly developing between Orlando and St. Cloud, with hundreds of homes and apartments being constructed currently and many more planned, justifying the need for additional commercial development in the area. St. Cloud in particular is growing at a roughly 5% rate per year and the population has grown by 20% from 2020 to 2024 per estimates by the US Census Bureau."

   The concurrent application for a Comprehensive Plan Amendment requires a Zoning Map Amendment to implement the designated commercial land use and intended development of the subject property. Approval of the Zoning Map Amendment is necessary to ensure consistency between the Future Land Use designation and the permitted zoning entitlements.

7. **The proposed change will adversely influence living conditions in the neighborhood;**

   "The proposed change will compliment the existing and proposed residential development in the area. Access will be via Narcoossee Road to avoid any direct traffic impacts to adjacent neighborhood Landscape buffers and screening, including fencing, will be provided to limit the visual and aural impact to surrounding residential properties."

   The proposed Zoning Map Amendment is not anticipated to adversely affect living conditions within the surrounding neighborhood. To ensure compatibility with adjacent residential uses, development of the subject property shall be limited to the permitted or conditional uses established in the Land Development Code.

8. **The proposed change will create or excessively increase traffic congestion or otherwise affect public safety;**

   "While development plans have not yet been finalized, a full traffic study will be performed and submitted with the proposed development to determine if any offsite traffic improvements are required due to the anticipated traffic. The site is located just over a mile south of Osceola County Fire Station 51 and approximately 2.5 miles north of St. Cloud Fire Station 34."

   Any increase in traffic or impact on public safety shall be mitigated through the collection of mobility and public safety impact fees. Furthermore, a Traffic Impact Analysis shall be required upon submittal of a Site Development Plan to ensure safe and efficient traffic flows. Any impacts identified in the TIA will need to be mitigated by the applicant or property owner prior to any approvals.

9. **The proposed change will create a drainage problem;**

   "All development will meet the strict requirements of the City of St. Cloud, the South Florida Water Management District and Osceola County, including the treatment of all stormwater runoff and confirmation that the development will not create any offsite drainage impact. Future development on the subject property will be required to reduce stormwater runoff and pollution (nutrients) below existing rates."

   Pursuant to Chapter 6 of the Land Development Code, stormwater management systems should be provided for all areas of development and accommodate the runoff that flows into or across the development area without additional flooding of any other lands. Any proposed stormwater system will be reviewed during the review process.

10. **The proposed change will seriously reduce light or air to adjacent areas;**

    "All required landscape buffers and building setbacks will be met. The current St. Cloud Land Development Code requires a 25-foot-wide buffer between commercial development and residential/agricultural property, with trees, shrubs and either a wall or fence, preventing any serious reduction of light or air to adjacent areas."

    The proposed change should not reduce light or air to adjacent areas. However, design standards will be implemented during review of the Site Development Plan and any other existing entailments or approvals required by the Land Development Code to mitigate any possible impacts.

11. **The proposed change will adversely affect property values in the adjacent area;**

    "The proposed change would not adversely affect property values in the area-in fact, well designed and maintained commercial developments can increase property values due to convenient access to shopping and services, additional job opportunities, and long-term gentrification."

    The proposed change should not adversely impact on property values of the adjacent area. It complements the existing Commercial uses to the east of the surrounding area.

12. **The proposed change will be a deterrent to the improvement or development of adjacent property in accordance with existing regulations;**

    "The proposed change would help encourage the improvement and/or development of adjacent property by providing a new, quality commercial development to replace the existing single family residential structures, constructed in 1957 and 1988."

This proposed rezoning request should not hinder the improvement of adjacent properties, as the surrounding neighborhoods are currently in development. Rather than deterring development, this change could encourage redevelopment in the area by aligning with the adjacent zoning designations and increasing the mix of uses and adding value to nearby parcels. The transition is compatible with both the zoning and current conditions of the surroundings area.

13. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare;

"As noted previously, Narcoossee Road has several other commercial properties, both with existing development and vacant, located along the cooridor and generally located at intersections. The requested change is a logical extension of additional commercial property near existing residential development."

The proposed Zoning Map Amendment does not grant special privilege to an individual owner, developer, or contrast with public welfare.

14. There are substantial reasons why a reasonable use of property cannot be accomplished under existing zoning.

"As noted previously, the AC parcel, 29-25-31-4910-0034-0020, is likely too small to develop agriculturally, and only has direct access to Narcoossee Road. The other parcel, 29-25-31-4910-0036-0010, currently has access via Narcoossee Road, adding to the multiple driveway accesses on this arterial road. Either parcel remaining as large 'estate' parcel residential development makes little sense with the demand for both additional housing units and commercial development in the area."

The subject property does not currently have a Zoning designation in the city. The subject property does fall within the Joint Planning Agreement boundary and is contiguous to city property.

15. Whether the change suggested is out of scale with the needs of the neighborhood or the city;

"The change is justified due to the rapid residential growth occurring in the vicinity, requiring additional commercial development to serve the new residents. The subject property is large enough to provide development opportunities not afforded to the smaller, existing vacant commercial properties located along Narcoossee Road, but not so large to create a major 'destination' or 'big box' type commercial development to draw residents from farther afield."

The proposed Zoning Map Amendment is not out of scale with the needs of the neighborhood or the city. It aligns with the development in the surrounding area and serves as a natural transition between land uses. The proposed Highway Business zoning will act as a buffer between the major arterial roadway, South Narcoossee road, to the east and the single-family community to the north and south. However, landscape buffers within the city shall be developed between different land uses per section 4.8.4.B of the Land Development Code.

16. It is impossible to find other adequate sites in the city for the proposed use in districts already zoned for such use.

"There is a need for larger, commercially zoned parcels in this area to provide development opportunities for larger tenants such as grocery stores and health clubs to serve the nearby

residents. There are few undeveloped commercially zoned properties along the Narcoossee Road corridor, and those that exist are smaller parcels, unsuitable for larger commercial users."

There are other areas in the City where the proposed Future Land Use designation already exists; however, this property is surrounded by city parcels. Upon annexation, the proposed Zoning Map amendment will be consistent with the adjacent land use designations in the surrounding area.

School Capacity Report

The Osceola County School District's School Capacity report stated that this Zoning Map Amendment has no impact on public school capacity.

Consistency With Strategic Plan Goals:

The proposed zoning map amendment meet the intent of the following City of St. Cloud Strategic Goals:

- ***High-Performing Government:*** *Focus on the continuity and sustainability of core public services.*

Staff Recommendation

Staff reviewed this request for a Zoning Map Amendment on or before March 12, 2026, with no objections. Therefore, staff recommends **APPROVAL** of Ordinance No. 2026-12 for a Zoning Map Amendment from "AC": Agriculture & Conservation (County) and "R-2": Rural Development (County) to "HB": Highway Business for approximately +/- 9.79 acres of land.

Planning Commission Recommendation Per Section 1.3.3.B.2 of the Land Development Code, the Planning Commission shall review annexation, land use, and zoning petitions and submit its recommendations to the City Council based on the 16 required findings identified in Section 1.3.3.C.2.a of the Land Development Code.

On March 17, 2026, the Planning Commission – Motion to recommend approval by Grigsby. Seconded by Marchall. Passed 5-0.

City Council Requested Action Per section 1.3.7 of the Land Development Code, The City Council shall review the recommendation from the Planning Commission and render a decision based on the recommendation and information presented. The Planning Commission recommendation is based on the 16 required findings of Section 1.3.3.C.2.a of the Land Development Code. The applicant responses to the 16 required findings have been provided as an attachment for the City Council's review.

On March 12, 2026, - Motion to approve the First Reading & Introduction by Fletcher. Seconded by Paul. Passed 5-0.

Attachments

- Ordinance No. 2026-12
- School Capacity Report

RETURN TO:
CITY OF ST. CLOUD
DEPT OF COMMUNTIY DEVELOPMENT
1300 9TH STREET
ST. CLOUD, FL 34769

ORDINANCE NO. 2026-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, PROVIDING FOR THE ZONING AMENDMENT OF THE ZONING MAP OF THE LAND DEVELOPMENT CODE OF THE CITY OF ST. CLOUD, FLORIDA, SPECIFICALLY CHANGING THE ZONING DESIGNATION OF APPROXIMATELY +/- 9.79 ACRES IDENTIFIED AS NARCOOSSEE AND STARLINE, PROJECT #ZMA26-00001, FROM "AC" AGRICULTURE AND CONSERVATION AND "R-2" RURAL DEVELOPMENT (COUNTY) TO "HB" HIGHWAY BUSINESS (CITY), GENERALLY LOCATED NORTH OF J STREET, EAST OF TWISTED BRANCH LANE, SOUTH OF LILLIAN BLACK ROAD, AND WEST OF SOUTH NARCOOSSEE ROAD; PROVIDING FOR ENTERING THE DESIGNATION ON THE OFFICIAL ZONING MAP, FILING OF THE PLANNING COMMISSION RECOMMENDATION AND PROOF OF PUBLICATION, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, zoning districts are required to be consistent with Comprehensive Plan of the City of St. Cloud; and,

WHEREAS, the proposed zoning is consistent with the existing Future Land Use designation of "Commercial"; and,

WHEREAS, the property described below is less than five percent (5%) of the total land area of the City of St. Cloud; and,

WHEREAS, the City Council has received the recommendation of the Planning Commission dated March 17, 2026; and,

WHEREAS, the City Council has held a Public Hearing on this matter after public notice has been provided, as required by law; and,

WHEREAS, it is in the best interest of the City of St. Cloud and its citizens that the proposed rezoning be approved.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of St. Cloud, Florida, as follows:

SECTION 1:

That Ordinance No. 87-HH of the City of St. Cloud, Florida, passed and adopted October 1, 1987, and any amendments to the ordinance, being the Land Development Code of the City of St. Cloud, Florida, is hereby amended to include and designate on the Official Zoning Map a "HB" Highway Business zoning district classification for the property described below and as shown on Exhibit "A":

Legal Description:

29-25-31-4910-0034-0020

LOTS 2 THROUGH 22, INCLUSIVE, BLOCK 34 OF THE TOWN OF RUNNYMEDE, AS PER PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 4 AND 5, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. ALSO, ALL THAT PART OF THE ABANDONED RIGHT-OF-WAY OF THE KISSIMMEE-NARCOOSSEE BRANCH OF THE ATLANTIC COAST LINE RAILROAD AS THE SAME APPEARS RECORDED IN DEED BOOK 109, PAGE 1, OF THE PUBLIC RECORDS OF OSCEOLA I COUNTY, FLORIDA, AS THE SAID ABANDONED RIGHT-OF-WAY ABUTTS AND/OR TRAVERSES LOTS 10, 11, 12 AND 13 OF BLOCK 34 OF THE TOWN OF RUNNYMEDE, AS PER PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 4 AND 5, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. TOGETHER WITH THE SOUTH 30 FEET OF VACATED G STREET ABUTTING LOTS 3 THROUGH 10, OF SAID BLOCK 34 AND THE NORTH 1/2 OF VACATED H STREET ABUTTING LOTS 13 THROUGH 22, OF SAID BLOCK 34, LYING IN SECTION 30, TOWNSHIP 25 SOUTH, RANGE 31 EAST, OSCEOLA COUNTY, FLORIDA. LESS AND EXCEPT THE PROPERTY SET FORTH IN DEEDS TO OSCEOLA COUNTY, FLORIDA RECORDED IN O.R. BOOK 3894, PAGE 984, AND IN O.R. BOOK 4202, PAGE 2144, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

29-25-31-4910-0036-0010

LOTS 1 THROUGH 8, INCLUSIVE, BLOCK 36, TOWN OF RUNNYMEDE, AND THAT PORTION OF THE DEDICATED STREET, PENNSYLVANIA AVENUE, INSOFAR AS SAID STREET ABUTS OR ABOUNDS LOTS 1 THROUGH 8, INCLUSIVE OF BLOCK 36 TOWN OF RUNNYMEDE, OSCEOLA COUNTY, FLORIDA, SAID BLOCK 36 BEING IN U.S. GOVERNMENT LOT 2, SECTION 30, TOWNSHIP 25 SOUTH, RANGE 31 EAST, AND ALL THAT PART OF THE ABANDONED RIGHT OF WAY OF THE KISSIMMEE-NARCOOSSEE BRANCH OF THE ATLANTIC COAST LINE RAILROAD, ACCORDING TO THE PLAT OF SAID ABANDONED RIGHT OF WAY, RECORDED IN DEED BOOK 109 PAGE 1, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, ABUTTING AND TRAVERSING ABOVE PORTION OF PENNSYLVANIA AVENUE.

CONTAINING +/- 9.79 ACRES, MORE OR LESS.

Including the full width of any and all adjacent rights-of-way.

SECTION 2:

The property is rezoned to “HB” Highway Business, making applicable all provisions of the Land Development Code of the City of St. Cloud, Florida.

SECTION 3:

The City Manager or his/her designee is authorized and directed to promptly enter such change on the Official Zoning Map.

SECTION 4:

Upon adoption of this ordinance, the Planning Commission recommendation and "Proof of Publication" of the required Public Hearing notices shall be filed in the Department of Planning and Zoning.

SECTION 5:

If any section or portion of a section of this ordinance proves to be invalid, unlawful or unconstitutional, it shall not be held to impair the validity, force or effect of any other section or part of this ordinance.

SECTION 6:

The City Clerk, after consultation with the City Attorney, is authorized to correct scrivener’s errors found by filing a corrected copy of this ordinance in the official records of the City.

SECTION 7:

Effective Date. This ordinance has been published and shall take effect as provided by law.

First Reading on the 12th day of March 2026.

Second Reading on the 9th day of April 2026

CITY OF ST. CLOUD

Christian B. Robertson, Mayor

ATTEST:

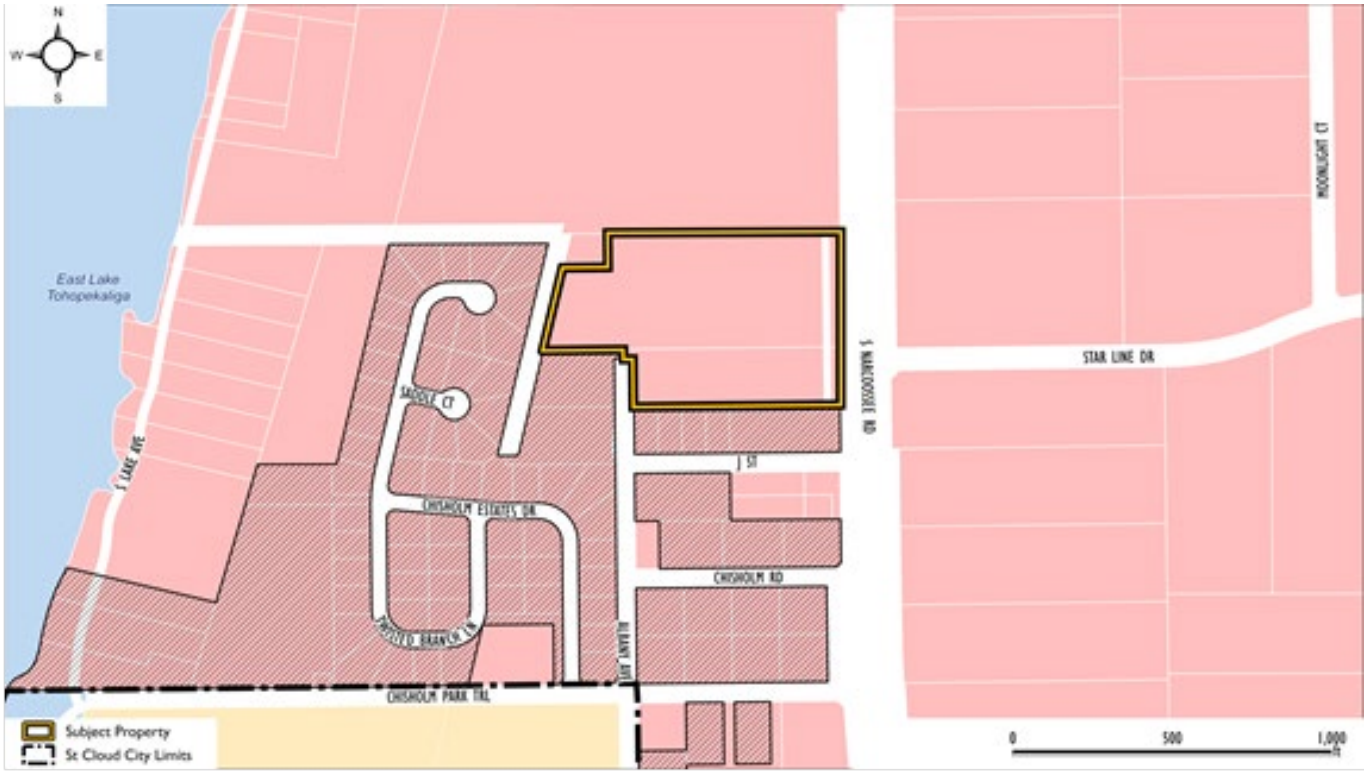
Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED:
de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP

Daniel F. Mantzaris, City Attorney

Pursuant to Section 695.26 (3) (f), this instrument exempt from Chapter 695, F.S.: Prepared by and return to a Public Official: City Manager, City of St. Cloud; 1300 9th Street; St. Cloud, Florida 34769

EXHIBIT "A"



PARCEL ID NO(S).

29-25-31-4910-0034-0020
29-25-31-4910-0036-0010

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

SDOC#: 2025/26-0097 DRC#: ZMA26-00001

Current FLU: LDR (County)
Requested FLU: COMM (City)

PROJECT NAME: Narcoossee and Starline

Current Zoning: AC & R-2 (County)
Requested Zoning: HB (City)

PROJECT LOCATION: 950 & 1010 Narcoossee Rd., St. Cloud, 34771

COMMENTS DUE DATE: 2.18.26

PID: 29-25-31-4910-0034-0020
29-25-31-4910-0036-0010

This Zoning Map Amendment has no impact on public school capacity.

Meeting: April 9, 2026

Agenda Item Type: Public Hearings
Ordinance No. 2026-13 Hickory Tree Road Community Center ANX

Community Development Agenda Item:
FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-13, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 4.85 acres identified as Hickory Tree Road Community Center, Project #ANX25-00026, generally located north of Olive Mountain Bend, east of Old Hickory Tree Road, south of Nolte Road, and west of Hickory Tree Road; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes. (Above is full title)**ACTION ON ORDINANCE NO. 2026-13**

Strategic Key Focus Areas:
High-Performing Government

Background Information:
The subject property is located north of Olive Mountain Bend, east of Old Hickory Tree Road, south of Nolte Road, and west of Hickory Tree Road. The property consists of one parcel totaling approximately +/- 4.85 acres. This property currently has a Future Land Use Map designation of Community Center (County). The subject property is currently contiguous to the St. Cloud City Limits and is located within the Joint Planning Area (JPA) Boundary.

The applicant is requesting annexation into the City of St. Cloud. Concurrently, the applicant is requesting a Comprehensive Plan Amendment (CPA25-00016/Ordinance 2026-14) to amend the Future Land Use Map designation from Community Center (County) to Community Center (City), and a Zoning Map Amendment (ZMA25-000120/Ordinance 2026-15) from “CCC” Community Center Core (County) to “CCC” Community Center Core (City).

Legal Authority:
Section 171.044, Voluntary Annexation, Florida Statutes.

Budget and Recommendation:
There is no cost associated with this item.

On March 17, 2026, the Planning Commission – Motion to recommend approval by Alexander. Seconded by Grigsby. Passed 5-0.

Staff reviewed this request for a Voluntary Annexation on or before March 13, 2026, with no objections. Staff recommend **APPROVAL** of the request for Voluntary Annexation for Ordinance No. 2026-13.

Finance Director's Comments:

N/A

Procurement Director's Comments:
N/A

City Manager's Comments:
City Manager recommends approval

City Council Action:
4/9/26 - Final Action
3/12/26 - Motion to approve the First Reading & Introduction by Paul. Seconded by Urban. Passed 5-0.

Attachments:
1. 1 ANX25-00026 HICKORY TREE COMMUNITY CENTER STAFF REPORT CC 4.09.26
2. 2 ANX25-00026 HICKORY TREE COMMUNITY CENTER ORDINANCE 2026-13 CC 4.09.26
3. 3 ANX25-00026 16 FINDINGS
4. 4 ANX25-00026 HICKORY TREE COMMUNITY CENTER SCR

City Council Staff Report

Meeting Date: April 9, 2026

DRC Case No./Ord. No.
ANX25-00026/ 2026-13

Type of Application
Voluntary Annexation

Case Name
Hickory Tree Community Center

Applicant/Owner
Ni Guan / Ren Zhu

Agent
RJWA, INC / John Adams

Address/Location
North of Olive Mountain Bend, East of Old Hickory Tree Road, South of Nolte Road, And West of Hickory Tree Road

Parcel ID #
18-26-31-4950-0001-0800

Total Land Area
+/- 4.85 acres

Project Planner
Ralph Keith
Associate Planner

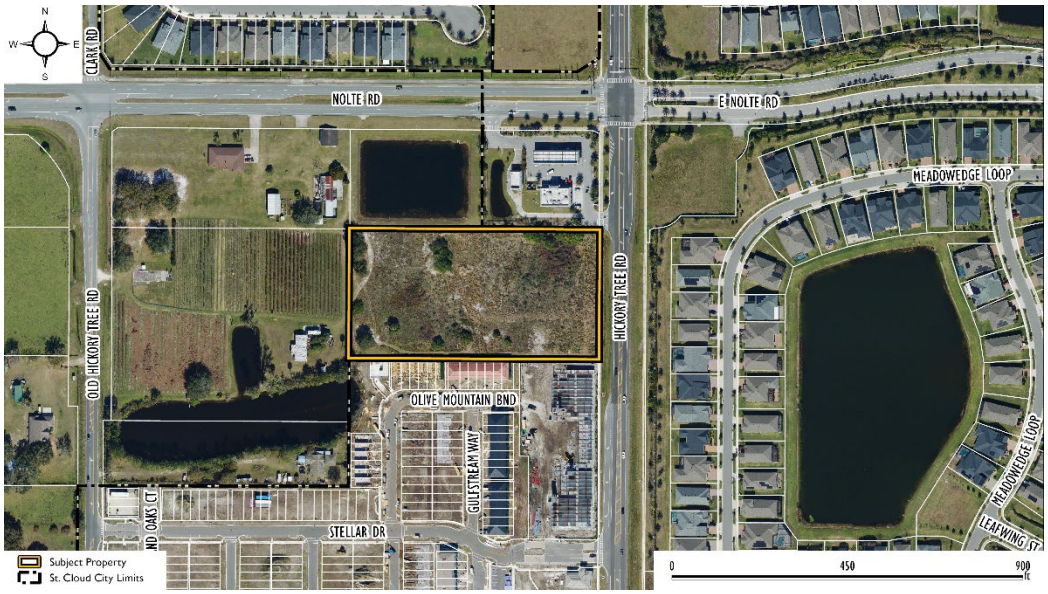


Figure 1 – Aerial Map

Request

The applicant is requesting consideration of a voluntary annexation of +/- 4.85 acres of land, known as Hickory Tree Community Center pursuant to F.S. 171.044. The subject property is shown in **Figure 1** above.

Background

The subject property is located north of Olive Mountain Bend, east of Old Hickory Tree Road, south of Nolte Road, and west of Hickory Tree Road. The property consists of one parcel totaling approximately +/- 4.85 acres. This property currently has a Future Land Use Map designation of Community Center (County). The subject property is currently contiguous to the St. Cloud City Limits and is located within the Joint Planning Area (JPA) Boundary.

The applicant is requesting annexation into the City of St. Cloud. Concurrently, the applicant is requesting a Comprehensive Plan Amendment (CPA25-00016/Ordinance 2026-14) to amend the Future Land Use Map designation from Community Center (County) to Community Center (City), and a Zoning Map Amendment (ZMA25-000120/Ordinance 2026-15) from "CCC" Community Center Core (County) to "CCC" Community Center Core (City).

The following table summarizes adjacent Future Land Use designations, Zoning districts and existing uses.

TABLE 1: ZONING & FUTURE LAND USE OF NEIGHBORING PROPERTIES			
Direction	***Zoning***	***Future Land Use***	***Existing Land Use***
North	**"AC":** Agriculture & Conservation (County) **"CCP"**: Community Center Perimeter *(City- Pending Designation)*	Community Center (County) JPA Community Center (City)	Convenience Store Municipal – Vacant
East	**"PD"**: Planned Development *(County- Pending City Designation)*	JPA Low Density Residential (City)	Single-Family – Improved
West	**"R-2M" -** Rural Development	Community Center (County)	Miscellaneous – Improved
South	**"CCP"**: Community Center Perimeter *(County- Pending City Designation)*	JPA Community Center (City)	Vacant

Figures 2 and 3 below depict the current Future Land Use Map designations and Zoning districts within the City and Unincorporated Osceola County.

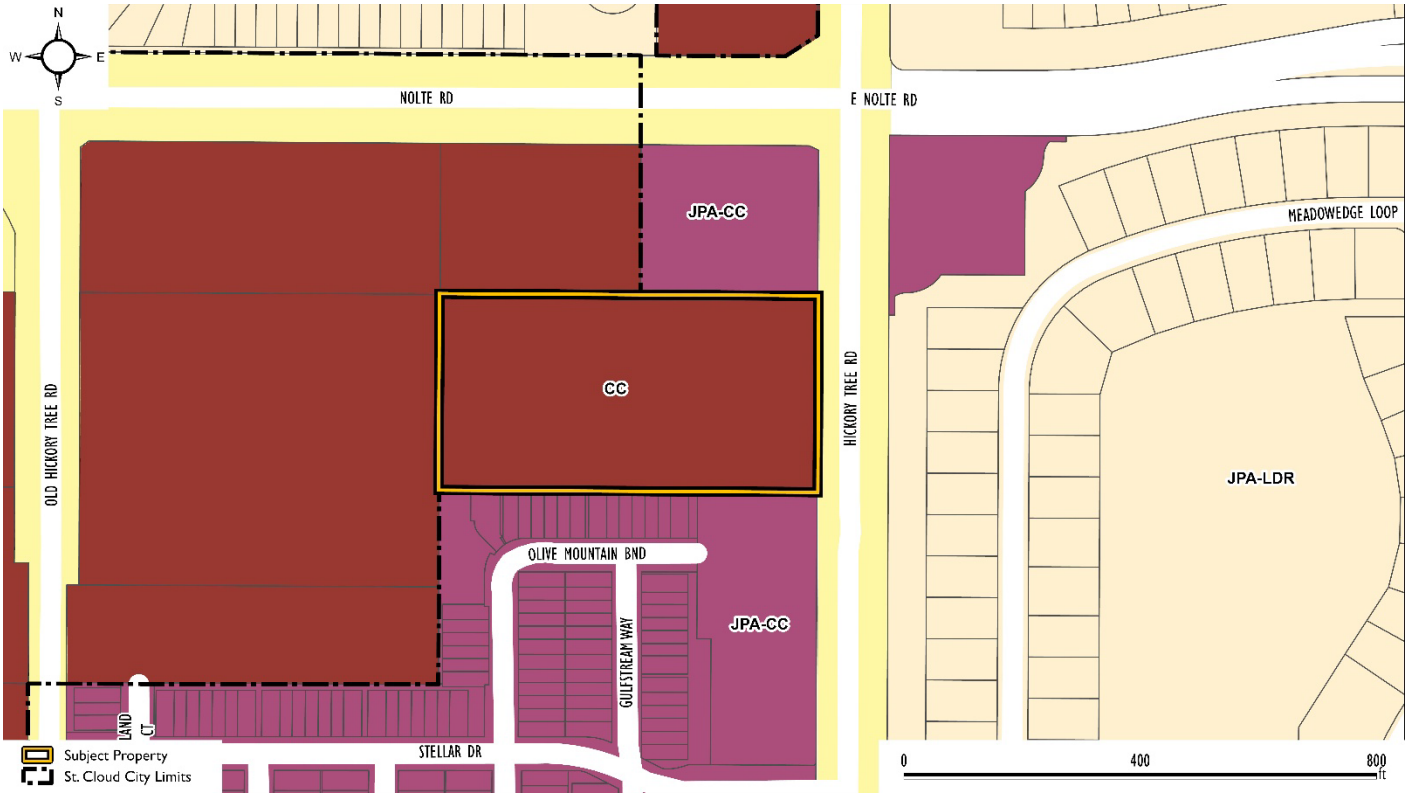


Figure 2 – Future Land Use Map

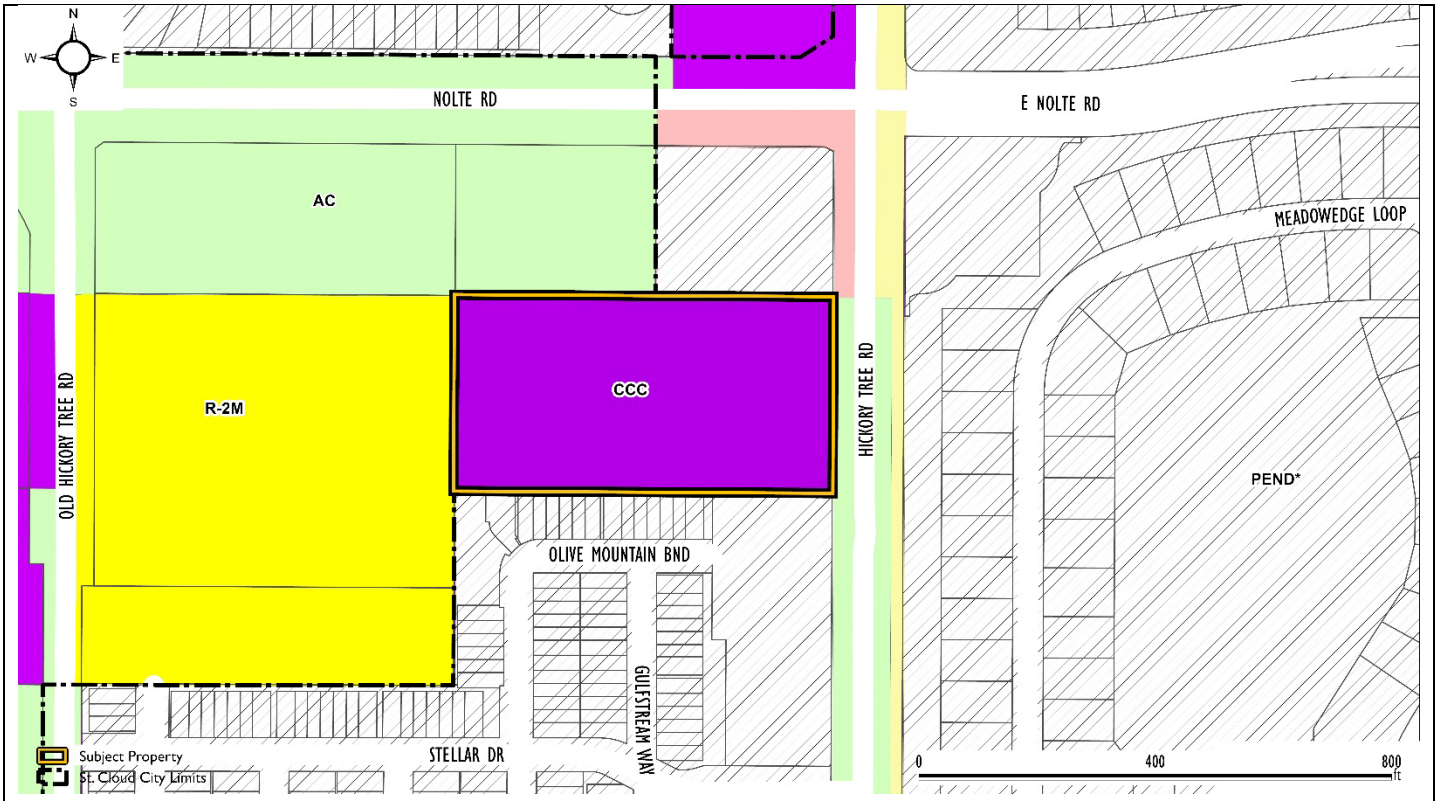


Figure 3 - Zoning Map

Public Notice

Notice of Public Hearing was mailed to property owners within 500 feet of the subject property and was advertised as required by State Statutes. No oral or written comments were received by staff from the public at the time of this report's distribution. Additional public comment may be available at the public hearing.

Findings

Prior to approval of the proposed voluntary annexation, Florida Statutes Section 171.044 requires the City to make the following findings:

A. *The subject property must be contiguous to the municipality and reasonably compact.*

The proposed annexation property is contiguous to City of St. Cloud city limits. It is reasonably compact, and the parcel is located within the Joint Planning Area Boundary, as provided in the executed "Joint Planning Area Interlocal Agreement between Osceola County and the City of St. Cloud", dated March 17, 2014. The proposed annexation meets the requirements of Florida Statutes Section 171.044 and therefore is eligible for annexation into the City.

B. *The petition must bear the signatures of all owners of the subject property to be annexed.*

This is a voluntary annexation, and the City of St. Cloud has documentation that the owner of the subject property has agreed to the voluntary annexation of parcel 18-26-31-4950-0001-0800 into the City's jurisdiction limits.

Review of 16 Required Findings of Section 1.3.3.C.2.a of the Land Development Code.

1. The proposed annexation will not have an adverse influence on living conditions in the neighborhood or create any isolated district. It would maintain a continuation of the existing pattern of development and is compatible with the residential development in the area.
2. The applicant has submitted a document, which includes responses to the 16 required findings which is in the attachments.

Consistency With Strategic Plan Goals:

The proposed Annexation meets the intent of the following City of St. Cloud Strategic Goals:

- ***High-Performing Government****: To focus on the continuity and sustainability of core public services; to become an employer of choice; and to be on the cutting-edge of technology.*

Staff Recommendation

Staff reviewed this request for a Voluntary Annexation on or before March 13, 2026, with no objections. Staff recommend **APPROVAL** of the request for Voluntary Annexation for Ordinance No. 2026-13.

Planning Commission Recommendation

Per Section 1.3.3.B.2 of the Land Development Code, the Planning Commission shall review annexation, land use, and zoning petitions and submit its recommendations to the City Council based on the 16 required findings identified in Section 1.3.3.C.2.a of the Land Development Code.

On March 17, 2026, the Planning Commission – Motion to recommend approval by Alexander. Seconded by Grigsby. Passed 5-0.

City Council Requested Action

Per section 1.3.7 of the Land Development Code, The City Council shall review the recommendation from the Planning Commission and render a decision based on the recommendation and information presented. The Planning Commission recommendation is based on the 16 required findings of Section 1.3.3.C.2.a of the Land Development Code. The applicant responses to the 16 required findings have been provided as an attachment for the City Council's review. Per Section 171.044, Voluntary Annexation, Florida Statutes.

On March 12, 2026, - Motion to approve the First Reading & Introduction by Paul. Seconded by Urban. Passed 5-0.

Attachments

- 16 Required Findings
- Ordinance No. 2026-13
- School Capacity Report

RETURN TO:
CITY OF ST. CLOUD
DEPT OF COMMUNITY DEVELOPMENT
1300 9TH STREET
ST. CLOUD, FL 34769

ORDINANCE NO. 2026-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, TO ANNEX INTO THE CITY OF ST. CLOUD APPROXIMATELY +/- 4.85 ACRES IDENTIFIED AS HICKORY TREE ROAD COMMUNITY CENTER, PROJECT #ANX25-00026, GENERALLY LOCATED NORTH OF OLIVE MOUNTAIN BEND, EAST OF OLD HICKORY TREE ROAD, SOUTH OF NOLTE ROAD, AND WEST OF HICKORY TREE ROAD; IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF CHAPTER 171.044, FLORIDA STATUTES.

WHEREAS, the owner of the property described below, being Ni Guan, and represented by RJWA, Inc, petition on their behalf to the City Council of the City of St. Cloud, Florida pursuant to Chapter 171.044, Florida Statutes, requesting annexation into the City of St. Cloud, Florida in a petition signed and dated October 27, 2025; and

WHEREAS, the City Manager of the City of St. Cloud, Florida, has certified by review of the Certificate of Title dated December 12, 2025, that the owner of the property has signed and given RJWA, Inc, authority on October 27, 2025, to Petition for Annexation; and,

WHEREAS, the City Council has received the recommendation of the Planning Commission dated March 17, 2026; and,

WHEREAS, the property is reasonably compact and contiguous to the corporate areas of the City of St. Cloud, Florida and annexation will not result in the creation of any enclave; and,

WHEREAS, the City of St. Cloud, Florida, has provided or will provide municipal services to the property, and has found it in the best interest of the City to accept the petition for annexation.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of St. Cloud, Florida, as follows:

SECTION 1:

That the following property described below and shown on Exhibit "A" is annexed into the City of St. Cloud, Florida, pursuant to Chapter 171.044, Florida Statutes:

Legal Description:

Lot 80, SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 18, TOWNSHIP 26 SOUTH, RANGE 31 EAST, according to the plat thereof as recorded in Plat Book B, Page 24, Public Records of Osceola County, Florida.

CONTAINING 4.85 ACRES, MORE OR LESS.

SECTION 2:

That occupants and owners of the properties shall be entitled and subject to all the rights, privileges, immunities, and responsibilities of occupants and owners of property in the City of St. Cloud, Florida, as provided in Chapter 171, Florida Statutes.

SECTION 3:

If any section or portion of a section of this ordinance proves to be invalid, unlawful or unconstitutional, it shall not be held to impair the validity, force or effect of any other section or part of this ordinance.

SECTION 4:

The City Clerk, after consultation with the City Attorney, is authorized to correct scrivener's errors found by filing a corrected copy of this ordinance in the official records of the City.

SECTION 5:

Effective Date. This ordinance has been published and shall take effect as provided by law.

First Reading on the 12th day of March 2026

Final Reading on the 9th day of April 2026

CITY OF ST. CLOUD

_____

Christian B. Robertson, Mayor

ATTEST:

_____

Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED:
de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP

_____

Daniel F. Mantzaris, City Attorney

Pursuant to Section 695.26 (3) (f), this instrument exempt from Chapter 695, F.S.: Prepared by and return to a Public Official: City Manager, City of St. Cloud, 1300 9th Street, St. Cloud, Florida 34769.

EXHIBIT "A"



PARCEL ID NO.
18-26-31-4950-0001-0800

LAND DEVELOPMENT CODE 1.3.3.C.2.A
REQUIREMENTS OF THE PLANNING COMMISSION REPORT
TO THE CITY COUNCIL

The report and recommendation to the City Council shall show the Planning Commission has studied and considered, where applicable, whether or not:

1. The proposed change is contrary to the established land use pattern.
   The proposed change is not contrary to the established land use pattern. The subject property already holds the Community Center Future Land Use and Community Center Core zoning designation in Osceola County, and this request maintains that designation within the City. Existing commercial development to the north and south reinforces this pattern along Hickory Tree Road.

2. The proposed change would create an isolated district unrelated to adjacent and nearby districts.
   The proposed change will not result in an isolated district. The site is surrounded by existing and planned commercial development along a major framework road, and this application maintains consistency with adjacent Community Center-designated parcels to the north and south.

3. The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, etc.
   The proposed change does not increase or alter the density beyond what is currently allowed under Osceola County designations. No residential development is proposed at this time. Any commercial development will be evaluated for impacts on infrastructure during future site plan review and concurrency evaluation.

4. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.
   The current jurisdictional boundary separates a property with consistent land use and zoning designations. Annexation into the City of St. Cloud and maintaining the same Community Center/Core designation results in a logical boundary aligned with infrastructure and existing development.

5. The proposed change would be contrary to the land use plan and would have an adverse effect on the comprehensive plan.
   The proposed change supports the land use plan and Comprehensive Plan of the City of St. Cloud. This request directly implements the Community Center Future Land Use designation already in place under the County and is consistent with the City's goals for compact, mixed-use development along major corridors.

6. Changed or changing conditions make the passage of the proposed amendment necessary.
   The annexation of the subject parcel into the City of St. Cloud through the JPA is a jurisdictional change that necessitates adoption of consistent land use and zoning under the City’s Land Development Code.

7. The proposed change will adversely influence living conditions in the neighborhood.
   The proposed zoning will not adversely affect living conditions. The Community Center Core district promotes a walkable mix of uses that improve access to goods and services for nearby residents while preserving compatibility through buffering and design standards.

8. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.
   Traffic impacts will be evaluated during site development, but no excessive congestion is anticipated. The site fronts Hickory Tree Road, a designated framework road currently being widened to a four-lane divided corridor, which will support future development and enhance safety and capacity.

9. The proposed change will create a drainage problem.
   No drainage problems are anticipated. All future development must comply with stormwater management regulations as required by the City and South Florida Water Management District (SFWMD), ensuring proper on-site retention and protection of adjacent areas.

10. The proposed change will seriously reduce light or air to adjacent areas.
    The proposed zoning will not impact light or air to surrounding properties. Height and setback requirements under the Community Center Core district ensure compatibility with neighboring parcels.

11. The proposed change will adversely affect property values in the adjacent area.
    The proposed change is expected to enhance property values by maintaining zoning consistency and enabling new commercial development that complements nearby uses and benefits from improved road infrastructure.

12. The proposed change will be a deterrent to the improvement or development of adjacent property in accordance with existing regulations.
    The change will encourage adjacent development. The Community Center Core zoning complements surrounding properties and will support additional investment consistent with County and City planning efforts along Hickory Tree Road.

13. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.
    This application does not constitute a grant of special privilege. The property already carries the requested designations under Osceola County, and this action merely formalizes those designations within City jurisdiction, benefiting both the property and the surrounding community.

14. There are substantial reasons why a reasonable use of property cannot be accomplished under existing zoning.
    The current zoning under the County already supports reasonable use. However, annexation into the City of St. Cloud requires formal assignment of corresponding land use and zoning districts under City authority, ensuring jurisdictional consistency and future development eligibility.

15. Whether the change suggested is out of scale with the needs of the neighborhood or the city.
    The change is not out of scale. The Community Center Core designation supports appropriately scaled, walkable mixed-use development along major corridors and is consistent with the vision for the Hickory Tree Road corridor.

16. It is impossible to find other adequate sites in the city for the proposed use in districts already zoned for such use.
    This property already holds that designation under County authority. This request does not seek new entitlements, but rather applies the existing land use and zoning designations under City jurisdiction through annexation.

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

SDOC#: 2025/26-0095 DRC#: ANX25-00026

Current FLU: CC County
Requested FLU: CC City

PROJECT NAME: Hickory Tree Community Center

Current Zoning: CCC County
Requested Zoning: CCC City

PROJECT LOCATION: 0 Hickory Tree Rd., St. Cloud, 34772

COMMENTS DUE DATE: 2.9.26

PID: 18-26-31-4950-0001-0800

The School District of Osceola County reserves its right to ensure proper mitigation of any impact on school capacity and the collection of Educational System Impact Fees.

Meeting: April 9, 2026

Agenda Item Type: Public Hearings
Ordinance No. 2026-14 Hickory Tree Road Community Center CPA

Community Development Agenda Item:
FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-14, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation of approximately +/- 4.85 acres identified as Hickory Tree Road Community Center, Project #CPA25-000016, generally located north of Olive Mountain Bend, east of Old Hickory Tree Road, south of Nolte Road, and west of Hickory Tree Road; from "CC" Community Center (County) to "CC" Community Center (City), providing for amending the official Future Land Use Map of the Comprehensive Plan, filing of the Planning Commission recommendation and proof of publication, applicability and effect, severability, copies on file and effective date. (Above is full title) **ACTION ON ORDINANCE NO. 2026-14**

Strategic Key Focus Areas:
High-Performing Government

Background Information:
The subject property is located north of Olive Mountain Bend, east of Old Hickory Tree Road, south of Nolte Road, and west of Hickory Tree Road. The property consists of one parcel totaling approximately +/- 4.85 acres. This property currently has a Future Land Use Map designation of Community Center (County). The subject property is currently contiguous to the St. Cloud City Limits and is located within the Joint Planning Area (JPA) Boundary.

Concurrently, the applicant is requesting an annexation into the City of St. Cloud City limits (ANX25-00026/Ordinance No. 2026-13)and a Zoning Map Amendment (ZMA25-00020/Ordinance No. 2026-15) from "CCC" Community Center Core (County) to"CCC" Community Center Core (City).

Legal Authority:
Per section 1.3.7 of the Land Development Code, the City Council shall review the recommendation from the Planning Commission and render a decision based on the recommendation and information presented. The Planning Commission recommendation is based on the 16 required findings of Section 1.3.3.C.2.a of the Land Development Code. The applicant responses to the 16 required findings have been provided as an attachment for the City Council's review.

Budget and Recommendation:
There is no cost associated with this item.

Motion to recommend approval by Alexander. Seconded by Grigsby. Passed 5-0.

Staff reviewed this request for a Comprehensive Plan Amendment on or before March 13, 2026, with no objections. Therefore, staff recommends **APPROVAL** of the request for Comprehensive Plan Amendment for Ordinance No. 2026-14.

Finance Director's Comments:
N/A

Procurement Director's Comments:
N/A

City Manager's Comments:
City Manager recommends approval

City Council Action:
4/9/26 - Final Action
3/12/26 - Motion to approve the First Reading & Introduction by Paul. Seconded by Fletcher. Passed 5-0.

Attachments:
1. 1 CPA25-00016 Hickory Tree Community Center Staff Report CC 4.09.26
2. 2 CPA25-00016 Hickory Tree Community Center Ordinance No.2026-14 CC 4.09.26
3. 3 CPA25-00016 Hickory Tree Community Center SCR

City Council Staff Report

Meeting Date: April 9, 2026

DRC Case No. /Ord. No.
CPA25-00016/2026-14

Type of Application
Comprehensive Plan Amendment (Small-Scale)

Case Name
Hickory Tree Community Center

Applicant/Owner
Ni Guan / Ren Zhu

Agent
RJWA, INC / John Adams

Address/Location
North of Olive Mountain Bend, East of Old Hickory Tree Road, South of Nolte Road, And West of Hickory Tree Road

Parcel ID #
18-26-31-4950-0001-0800

Total Land Area
+/- 4.85 acres

Project Planner
Ralph Keith
Associate Planner



Figure 1 – Aerial Map

Request

The applicant is requesting consideration of a Comprehensive Plan Amendment from Community Center (County) to Community Center (City) for approximately +/- 4.85 acres of land, as shown in **Figure 1** above.

Background

The subject property is located north of Olive Mountain Bend, east of Old Hickory Tree Road, south of Nolte Road, and west of Hickory Tree Road. The property consists of one parcel totaling approximately +/- 4.85 acres. This property currently has a Future Land Use Map designation of Community Center (County). The subject property is currently contiguous to the St. Cloud City Limits and is located within the Joint Planning Area (JPA) Boundary.

Concurrently, the applicant is requesting an annexation into the City of St. Cloud City limits (ANX25-00026/Ordinance No. 2026-13) and a Zoning Map Amendment (ZMA25-00020/Ordinance No. 2026-15) from "CCC" Community Center Core (County) to "CCC" Community Center Core (City).

The following table summarizes adjacent Future Land Use designations, Zoning districts and existing uses.

TABLE 1: ZONING & FUTURE LAND USE OF NEIGHBORING PROPERTIES			
Direction	***Zoning***	***Future Land Use***	***Existing Land Use***
North	**"AC":** Agriculture & Conservation (County) **"CCP"**: Community Center Perimeter *(City- Pending Designation)*	Community Center (County) JPA Community Center (City)	Convenience Store Municipal – Vacant
East	**"PD"**: Planned Development *(County- Pending City Designation)*	JPA Low Density Residential (City)	Single-Family – Improved
West	**"R-2M" -** Rural Development	Community Center (County)	Miscellaneous – Improved
South	**"CCP"**: Community Center Perimeter *(County- Pending City Designation)*	JPA Community Center (City)	Vacant

Figures 2 & 3 below depict the current Future Land Use and Zoning districts within the city.

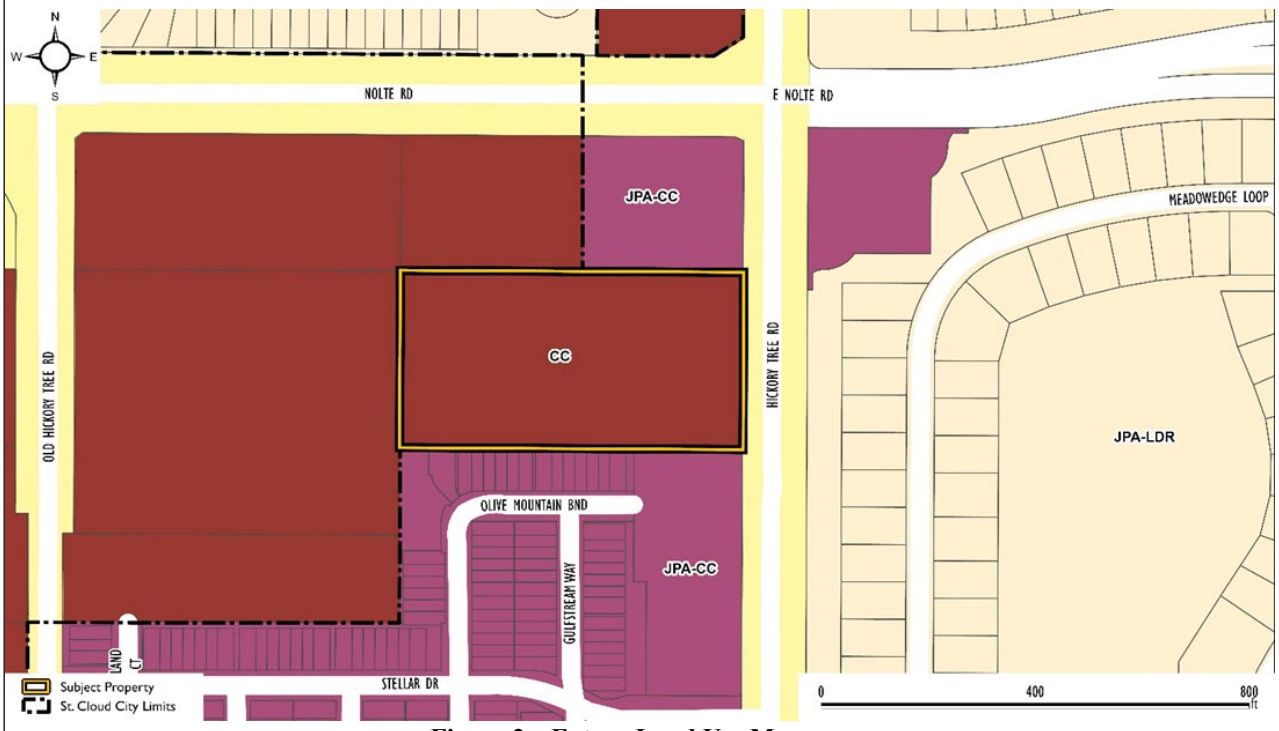


Figure 2 – Future Land Use Map



Figure 3 – Zoning Map

Public Notice

Notice of Public Hearing was mailed to property owners within 500 feet of the subject property and was advertised as required by State Statutes. No oral or written comments were received by staff from the public at the time of this report's distribution. Additional public comment may be available at the public hearing.

Findings

Staff has reviewed the applicant's response to the 16 Required Findings of Section 1.3.3.C.2.a of the Land Development Code. The applicant's responses follow the **bolded** LDC language, and staff's comments follow in *italics*:

1. **The proposed change is contrary to the established land use pattern;**

   "The proposed change is not contrary to the established land use pattern. The subject property already holds the Community Center Future Land Use and Community Center Core zoning designation in Osceola County, and this request maintains that designation within the City. Existing commercial development to the north and south reinforces this pattern along Hickory Tree Road."

   The project is requesting a Future Land Use change from Community Center (County) to Community Center (City). The proposed change is consistent with the surrounding land use pattern and development. Currently, the parcel abuts Community Center Future Land Use designations to the north and south.

2. **The proposed change would create an isolated district unrelated to the adjacent and nearby districts;**

   "The proposed change will not result in an isolated district. The site is surrounded by existing and planned commercial development along a major framework road, and this application maintains consistency with adjacent Community Center-designated parcels to the north and south."

   The proposed change would not create an isolated district. Assigning a Future Land Use designation of Community Center is consistent with adjacent districts and will be an expansion of the Community Center Future Land Use designations to the north and south.

3. **The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, etc.;**

   "The proposed change does not increase or alter the density beyond what is currently allowed under Osceola County designations. No residential development is proposed at this time. Any commercial development will be evaluated for impacts on infrastructure during future site plan review and concurrency evaluation."

   The proposed change should not materially alter the population density pattern or overtax the load on public facilities. The Community Center designation currently exists in Osceola County; therefore, this request is not a significant change. Additionally, the school capacity report states that a more accurate report can be generated regarding the impact on school capacity once a development plan is submitted.

4. **Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change;**

   "The current jurisdictional boundary separates a property with consistent land use and zoning designations. Annexation into the City of St. Cloud and maintaining the same Community Center/Core designation results in a logical boundary aligned with infrastructure and existing development."

   District boundaries are not illogically drawn but are evolving pursuant to the needs of the City and the Comprehensive Plan, thus allowing for the consideration of this Comprehensive Plan amendment to encourage compact development. Figure 2 depicts the Future Land Use designations surrounding the subject properties are the same.

5. **The proposed change would be contrary to the land use plan and would have an adverse effect on the comprehensive plan;**

   "The proposed change supports the land use plan and Comprehensive Plan of the City of St. Cloud. This request directly implements the Community Center Future Land Use designation already in place under the County and is consistent with the City's goals for compact, mixed-use development along major corridors."

   The proposed Comprehensive Plan Amendment is consistent with the Future Land Use designations for the surrounding parcels and will not adversely impact the goals and objectives of the City's Comprehensive Plan.

6. **Change or changing conditions make the passage of the proposed amendment necessary;**

   "The annexation of the subject parcel into the City of St. Cloud through the JPA is a jurisdictional change that necessitates adoption of consistent land use and zoning under the City's Land Development Code."

   In accordance with the Joint Planning Agreement, the subject property shares contiguous boundaries with the City limits to the north, west and south, thereby qualifying it for voluntary annexation. A Comprehensive Plan Amendment is necessary as all annexed parcels require the assignment of a Future Land Use designation in the City.

7. **The proposed change will adversely influence living conditions in the neighborhood;**

   "The proposed zoning will not adversely affect living conditions. The Community Center Core district promotes a walkable mix of uses that improve access to goods and services for nearby residents while preserving compatibility through buffering and design standards."

   The proposed Comprehensive Plan Amendment should not adversely impact living conditions in the neighborhood. It will allow consistency in the area's future development pattern.

8. **The proposed change will create or excessively increase traffic congestion or otherwise affect public safety;**

   "Traffic impacts will be evaluated during site development, but no excessive congestion is anticipated. The site fronts Hickory Tree Road, a designated framework road currently being widened to a four-lane divided corridor, which will support future development and enhance safety and capacity."

The proposed Comprehensive Plan Amendment is consistent with traffic patterns and should not excessively increase traffic congestion or negatively affect public safety. The adjacent parcel to the south is currently developing with existing entitlements through Oceola County, and no new development is currently being proposed on this parcel.

Any new development would be required to go through the City's application processes for further review, and a Traffic Impact Analysis may be required at that time.

9. The proposed change will create a drainage problem;

"No drainage problems are anticipated. All future development must comply with stormwater management regulations as required by the City and South Florida Water Management District (SFWMD), ensuring proper on-site retention and protection of adjacent areas."

Pursuant to Chapter 6 of the Land Development Code, stormwater management systems shall be provided for all areas of development and accommodate the runoff that flows into or across the development area without additional flooding of any other lands.

10. The proposed change will seriously reduce light or air to adjacent areas;

"The proposed zoning will not impact light or air to surrounding properties. Height and setback requirements under the Community Center Core district ensure compatibility with neighboring parcels."

The proposed Comprehensive Plan Amendment does not have any impact on light reduction or air to the adjacent areas as no development is being proposed for this application. At the time of any site development, standards set forth within the Land Development Code for exterior lighting would need to be followed.

11. There is no development being proposed currently. If new development is proposed, a Site Development Plan submittal would address any possible impacts to light or air and determine the method of mitigation. The proposed change will adversely affect property values in the adjacent area;

"The proposed change is expected to enhance property values by maintaining zoning consistency and enabling new commercial development that complements nearby uses and benefits from improved road infrastructure."

The proposed Comprehensive Plan Amendment is not expected to adversely affect property values in the area.

12. The proposed change will be a deterrent to the improvement or development of adjacent property in accordance with existing regulations;

"The change will encourage adjacent development. The Community Center Core zoning complements surrounding properties and will support additional investment consistent with County and City planning efforts along Hickory Tree Road."

The proposed Comprehensive Plan Amendment is consistent with the development of adjacent Community Center designated properties to the north, west, and south. At the time of site development, future connections would be required to ensure connectivity for any future developments of adjacent parcels, which should support improvement rather than be a deterrent.

13. **The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare;**

    "This application does not constitute a grant of special privilege. The property already carries the requested designations under Osceola County, and this action merely formalizes those designations within City jurisdiction, benefiting both the property and the surrounding community."

    The proposed Comprehensive Plan Amendment does not grant special privilege to an individual owner, developer, or contrast with public welfare.

14. **There are substantial reasons why a reasonable use of property cannot be accomplished under existing zoning.**

    "The current zoning under the County already supports reasonable use. However, annexation into the City of St. Cloud requires formal assignment of corresponding land use and zoning districts under City authority, ensuring jurisdictional consistency and future development eligibility."

    The parcel will be annexed into the City limits concurrently via Ordinance No. 2026-13. The proposed Comprehensive Plan Amendment will establish the necessary Future Land Use designation for the property consistent with adjacent districts and existing Future Land Uses in the area.

15. **Whether the change suggested is out of scale with the needs of the neighborhood or the city;**

    "The change is not out of scale. The Community Center Core designation supports appropriately scaled, walkable mixed-use development along major corridors and is consistent with the vision for the Hickory Tree Road corridor."

    This amendment is compatible with the scale and character of the surrounding area and the City as a whole. It creates continuity with the existing Community Center Future Land Use designation to the north, west, and south and is necessary to allow the expansion of the established development pattern.

16. **It is impossible to find other adequate sites in the city for the proposed use in districts already zoned for such use.**

    "This property already holds that designation under County authority. This request does not seek new entitlements, but rather applies the existing land use and zoning designations under City jurisdiction"

    There are other areas in the City where the proposed Future Land Use designation already exists; however, this property is adjacent to a parcels with the same designation. Upon annexation, the proposed Comprehensive Plan Amendment will be consistent with the adjacent land use designation in the surrounding area.

School Capacity Report

The Osceola County School District's School Capacity report indicates that a more accurate report can be generated with the submittal of a detailed Site and Development Plan application, which indicates the actual number of dwelling units proposed (if any). The School District of Osceola

reserves its right to ensure proper mitigation of any impact on school capacity and the collection of Educational System Impact Fees.

Consistency With Strategic Plan Goals:

The proposed Comprehensive Plan Amendment meets the intent of the following City of St. Cloud Strategic Goals:

- ***High-Performing Government:*** *To focus on the continuity and sustainability of core public services; to become an employer of choice; and to be on the cutting-edge of technology.*

Staff Recommendation

Staff reviewed this request for a Comprehensive Plan Amendment on or before March 13th, 2026, with no objections. Therefore, staff recommends **APPROVAL** of the request for Comprehensive Plan Amendment for Ordinance No. 2026-14.

Planning Commission Recommendation

Per Section 1.3.3.B.2 of the Land Development Code, the Planning Commission shall review annexation, land use, and zoning petitions and submit its recommendations to the City Council based on the 16 required findings identified in Section 1.3.3.C.2.a of the Land Development Code.

On March 17, 2026, the Planning Commission – Motion to recommend approval by Alexander. Seconded by Grigsby. Passed 5-0.

City Council Requested Action

Per section 1.3.7 of the Land Development Code, The City Council shall review the recommendation from the Planning Commission and render a decision based on the recommendation and information presented. The Planning Commission recommendation is based on the 16 required findings of Section 1.3.3.C.2.a of the Land Development Code. The applicant responses to the 16 required findings have been provided as an attachment for the City Council's review.

On March 12, 2026, - Motion to approve the First Reading & Introduction by Paul. Seconded by Fletcher. Passed 5-0.

Attachments

- Ordinance No. 2026-14
- School Capacity Report

RETURN TO:
CITY OF ST. CLOUD
DEPT OF COMMUNITY DEVELOPMENT
1300 9TH STREET
ST. CLOUD, FL 34769

ORDINANCE NO. 2026-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, ASSIGNING A FUTURE LAND USE DESIGNATION OF APPROXIMATELY +/- 4.85 ACRES IDENTIFIED AS HICKORY TREE ROAD COMMUNITY CENTER, PROJECT #CPA25-00016, GENERALLY LOCATED NORTH OF OLIVE MOUNTAIN BEND, EAST OF OLD HICKORY TREE ROAD, SOUTH OF NOLTE ROAD, AND WEST OF HICKORY TREE ROAD; FROM "CC" COMMUNITY CENTER (COUNTY) TO "CC" COMMUNITY CENTER (CITY), PROVIDING FOR AMENDING THE OFFICIAL FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN, FILING OF THE PLANNING COMMISSION RECOMMENDATION AND PROOF OF PUBLICATION, APPLICABILITY AND EFFECT, SEVERABILITY, COPIES ON FILE AND EFFECTIVE DATE.

WHEREAS, Chapter 163.3167, Florida Statues, and Article VII, of the Charter Laws of the City of St. Cloud, allows the Council of the City of St. Cloud to prepare and enforce a Comprehensive Plan, and under such authority only lawful procedures and requirements have been met; and,

WHEREAS, the City adopted the Comprehensive Plan pursuant to Chapter 163, Florida Statutes, by Ordinance 2002-41, on September 26, 2002; and,

WHEREAS, pursuant to Chapter 163.3162, Florida Statutes, the City Council of the City of St. Cloud has determined it necessary and desirable to adopt the amended version of the City of St. Cloud, Florida, Comprehensive Plan; and,

WHEREAS, this Ordinance is enacted under the authority of Chapter 163.3161 through 163.3215, Florida Statutes, and Chapter 166, Florida Statutes, as amended, reserving to the City Council of the City of St. Cloud all permitted discretionary authority; and,

WHEREAS, the City Council received the recommendation of Planning Commission dated March 17, 2026, and,

WHEREAS, the City Council has held two (2) public hearings and has produced advertisements and notice on this matter consistent with the requirements of Chapter 163.3184, Florida Statutes; and,

WHEREAS, the City staff has prepared a staff report and will rely on the data as findings of fact to support the map change.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, as follows:

SECTION 1:

All information above is true and correct.

SECTION 2:

The City of St. Cloud, Florida, Comprehensive Plan is amended in the following respects to the properties, identified under Comprehensive Plan Amendment 25-000016, as shown on Exhibit "A", and described as follows:

Legal Description:

Lot 80, SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 18, TOWNSHIP 26 SOUTH, RANGE 31 EAST, according to the plat thereof as recorded in Plat Book B, Page 24, Public Records of Osceola County, Florida.

CONTAINING 4.85 ACRES, MORE OR LESS.

Including the full width of any and all adjacent rights-of-way.

A. The City of St. Cloud Future Land Use Map, 2026, is amended to show the property as "Community Center",
B. Any and all additional maps of the Comprehensive Plan are amended to show the property;
C. All Goals, Objectives, Policies, and other planning provisions applicable to properties as shown and set forth in the City of St. Cloud, Florida, Comprehensive Plan apply to the property.

SECTION 3:

The City Manager or his/her designee is authorized and directed to promptly enter changes on the Official Future Land Use Map.

SECTION 4:

Upon adoption of this ordinance, the Planning Commission recommendation and "Proof of Publication" of the required Public Hearing notices shall be filed in the Department of Community Development.

SECTION 5:

The applicability and effect of the City of St. Cloud, Florida, Comprehensive Plan shall be as provided by Chapter 163.3161 through 163.3217, Florida Statutes, and this Ordinance, reserving to the City Council of the City of St. Cloud all permitted discretionary authority.

SECTION 6:

The City Clerk, after consultation with the City Attorney, is authorized to correct scrivener's errors found by filing a corrected copy of this ordinance in the official records of the City.

SECTION 7:

If any section or portion of a section of this ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to impair the validity, force, or effect of any other section or part of this ordinance.

SECTION 8:

A. A certified copy of the enacting ordinance and any amendments shall be filed with the Clerk of the Circuit Court.

B. A certified copy of the enacting ordinance, as well as certified copies of the City of St. Cloud, Florida, Comprehensive Plan and any amendments, shall be on file and made available to the public in the office of the City Clerk of the City of St. Cloud, Florida.

C. To make the City of St. Cloud, Florida, Comprehensive Plan available to the public, a certified copy of the enacting ordinance, as well as certified copies of the City of St. Cloud, Florida, Comprehensive Plan and any amendments, shall be located in the Department of Community Development of the City of St. Cloud. The Department of Community Development shall also make copies available to the public for a reasonable publication charge.

SECTION 9:

Effective Date. This ordinance has been published and shall take effect as provided by law. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance.

First Reading on the 12th day of March 2026

Final Reading on the 9th day of April 2026

CITY OF ST. CLOUD

_____

Christian B. Robertson, Mayor

ATTEST:

_____

Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED:
de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP

_____

Daniel F. Mantzaris, City Attorney

Pursuant to Section 695.26 (3) (f), this instrument exempt from Chapter 695, F.S.: Prepared by and return to a Public Official: City Manager, City of St. Cloud, 1300 9th Street, St. Cloud, Florida 34769.

EXHIBIT "A"



PARCEL ID NO.

18-26-31-4950-0001-0800

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

SDOC#: 2025/26-0095 DRC#: CPA25-00016

Current FLU: CC County
Requested FLU: CC City

PROJECT NAME: Hickory Tree Community Center

Current Zoning: CCC County
Requested Zoning: CCC City

PROJECT LOCATION: 0 Hickory Tree Rd., St. Cloud, 34772

COMMENTS DUE DATE: 2.9.26

PID: 18-26-31-4950-0001-0800

A more accurate report can be generated with the submittal of a detailed Site and Development Plan application which indicates the actual number of dwelling units proposed. The School District of Osceola County reserves its right to ensure proper mitigation of any impact on school capacity and the collection of Educational System Impact Fees.

Meeting: April 9, 2026

Agenda Item Type: Public Hearings
Ordinance No. 2026-15 Hickory Tree Road Community Center ZMA

Community Development Agenda Item:
FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-15, an ordinance of the City Council of the City of St. Cloud, Florida, providing for the Zoning Amendment of the Zoning Map of the Land Development Code of the City of St. Cloud, Florida, specifically changing the zoning designation of approximately +/- 4.85 acres identified as Hickory Tree Road Community Center, Project #ZMA25-00020, from "CCC" Community Center Core (County) to "CCC" Community Center Core (City), generally located north of Olive Mountain Bend, east of Old Hickory Tree Road, south of Nolte Road, and west of Hickory Tree Road; providing for entering the designation on the official Zoning Map, filing of the Planning Commission recommendation and proof of publication, severability, and effective date. (Above is full title) **ACTION ON ORDINANCE NO. 2026-15** (This is a Quasi-Judicial proceeding)

Strategic Key Focus Areas:
High-Performing Government

Background Information:
The subject property is located north of Olive Mountain Bend, east of Old Hickory Tree Road, south of Nolte Road, and west of Hickory Tree Road. The property consists of one parcel totaling approximately +/- 4.85 acres. This property currently has a Zoning Map designation of “CCC” Community Center Core (County).

Concurrently, the applicant is requesting an Annexation (ANX25-00026 / 2025-13), and a Comprehensive Plan Amendment (CPA25-00016/Ordinance 2026-14) to amend the Future Land Use Map designation from Community Center (County) to Community Center (City). The Zoning Map Amendment will become effective upon the effective date of the Comprehensive Plan Amendment.

Legal Authority:
Per section 1.3.7 of the Land Development Code, the City Council shall review the recommendation from the Planning Commission and render a decision based on the recommendation and information presented. The Planning Commission recommendation is based on the 16 required findings of Section 1.3.3.C.2.a of the Land Development Code. The applicant responses to the 16 required findings have been provided as an attachment for the City Council’s review.

Budget and Recommendation:
There is no cost associated with this item.

On March 17, 2026, the Planning Commission – Motion to recommend approval by Marshall.

Seconded by Alexander. Passed 5-0.

Staff reviewed this request for a Zoning Map Amendment on or before March 13, 2026, with no objections. Therefore, staff recommends **APPROVAL** of the request for Zoning Map Amendment for Ordinance No. 2026-15

Finance Director's Comments:
N/A

Procurement Director's Comments:
N/A

City Manager's Comments:
City Manager recommends approval

City Council Action:
4/9/26 - Final Action
3/12/26 - Motion to approve the First Reading & Introduction by Paul. Seconded by Fletcher. Passed 5-0

Attachments:
1. 1 ZMA25-00020 Hickory Tree Community Center Staff Report CC 4.09..26
2. 2 ZMA25-00020 Hickory Tree Communtiy Center Ordinance 2026-15 CC 4.09.26
3. 3 ZMA25-00020 Hick Tree Community Center SCR

City Council Staff Report

Meeting Date: April 9, 2026

DRC Case No. /Ord. No.
ZMA25-00020/2026-15

Type of Application
Zoning Map Amendment

Case Name
Hickory Tree Road Community Center

Applicant/Owner
Ni Guan / Ren Zhu

Agent
RJWA, INC / John Adams

Address/Location
North of Olive Mountain Bend, East of Old Hickory Tree Road, South of Nolte Road, And West of Hickory Tree Road

Parcel ID #
18-26-31-4950-0001-0800

Total Land Area
+/- 4.85 acres

Project Planner
Ralph Keith
Associate Planner



Figure 1 – Aerial Map

Request

The applicant is requesting consideration of a Zoning Map Amendment from "CCC" Community Center Core (County) to "CCC" Community Center Core (City) for approximately +/- 4.85 acres of land. The subject property is shown in **Figure 1** above.

Background

The subject property is located north of Olive Mountain Bend, east of Old Hickory Tree Road, south of Nolte Road, and west of Hickory Tree Road. The property consists of one parcel totaling approximately +/- 4.85 acres. This property currently has a Zoning Map designation of "CCC" Community Center Core (County).

Concurrently, the applicant is requesting an Annexation (ANX25-00026 / 2025-13), and a Comprehensive Plan Amendment (CPA25-00016/Ordinance 2026-14) to amend the Future Land Use Map designation from Community Center (County) to Community Center (City). The Zoning Map Amendment will become effective upon the effective date of the Comprehensive Plan Amendment.

Current Minimum and Maximum density for development on the property is as follows:

Existing FLU	***Min. Units***	***Max. Units***
Community Center (County)	*18 du/acre*	*40 du/acre*

**Calculated per gross acreage*

Current minimum percentages to be achieved at build-out, as calculated by developable area, are shown below:

FLU – Community Center "CC" (Existing)	
Individual use categories	***Minimum Percentage***
Residential	Ten (10) percent
Commercial/Office	Forty (40) percent
Public/Park/Civic	Ten (10) percent

The following table summarizes adjacent Future Land Use designations, Zoning districts and existing uses.

TABLE 1: ZONING & FUTURE LAND USE OF NEIGHBORING PROPERTIES

Direction	***Zoning***	***Future Land Use***	***Existing Land Use***
North	**"AC":** Agriculture & Conservation (County) **"CCP"**: Community Center Perimeter *(City- Pending Designation)*	Community Center (County) JPA Community Center (City)	Convenience Store Municipal – Vacant
East	**"PD"**: Planned Development *(County- Pending City Designation)*	JPA Low Density Residential (City)	Single-Family – Improved
West	**"R-2M" -** Rural Development	Community Center (County)	Miscellaneous – Improved
South	**"CCP"**: Community Center Perimeter *(County- Pending City Designation)*	JPA Community Center (City)	Vacant

Figures 2 and 3 below depict the current Future Land Use Map designations and Zoning districts within the City and Unincorporated Osceola County.

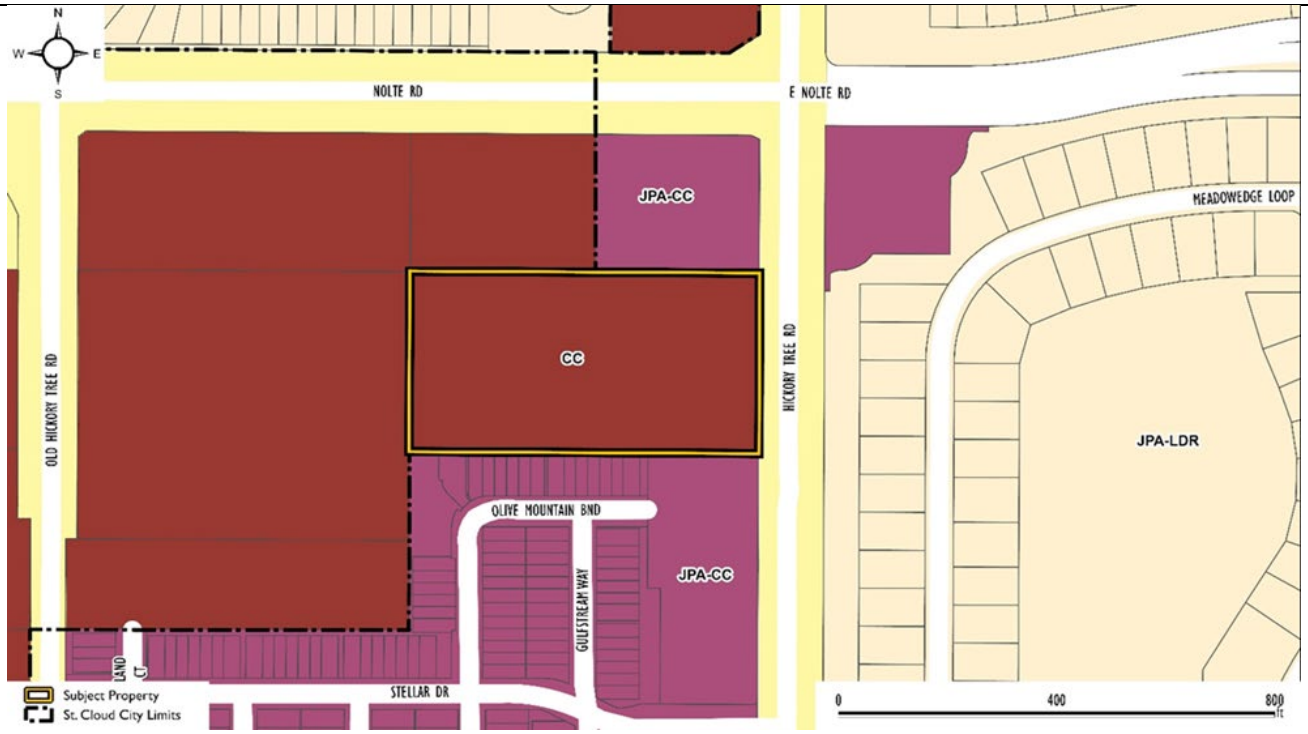


Figure 2 – Future Land Use Map



Figure 3 - Zoning Map

Public Notice

Notice of Public Hearing was mailed to property owners within 500 feet of the subject property and was advertised as required by State Statutes. No oral or written comments were received from the public at the time of this report's distribution. Additional public comment may be available at the public hearing.

Findings

Staff has reviewed the applicant's response to the 16 Required Findings of Section 1.3.3.C.2.a of the Land Development Code. The applicant's responses follow the **bolded** LDC language, and staff's comments follow in *italics*:

1. **The proposed change is contrary to the established land use pattern;**

   "The proposed change is not contrary to the established land use pattern. The subject site already holds the Community Center Future Land Use designation under Osceola County, and the request to maintain this designation within the City of St. Cloud—along with Community Center Core zoning—ensures continuity with surrounding urban development and planned growth along Hickory Tree."

   The proposed change is consistent with the surrounding land use pattern and development. Currently, the subject site is currently zoned "CCC" Community Center Core under Osceola County. The request is to rezone it to Community Center Core (CCC) within the City of St. Cloud and to apply the Community Center Future Land Use designation. This change supports the City's vision for higher-density development along key corridors like Hickory Tree Road, while allowing for a mix of retail, office, and medium to high-density residential making it compatible with nearby existing and planned developments, including the multifamily housing directly to the south. The proposed change promotes continuity with the surrounding urban growth pattern.

2. **The proposed change would create an isolated district unrelated to the adjacent and nearby districts;**

   "The proposed change will not result in an isolated district. The site is surrounded by existing and planned commercial development along a major framework road, and this application maintains consistency with adjacent Community Center-designated parcels to the north and south."

   The proposed change would not create an isolated district. Assigning the Community Center Core (CCC) zoning district is consistent with adjacent zoning districts and aligns with existing Urban Infill Centers in the surrounding area. This request represents a logical expansion of the CCC zoning district, supporting cohesive urban development and promoting continuity with the area's planned growth, rather than introducing a disconnected zoning district,

3. **The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, etc.;**

   The proposed change does not increase or alter the density beyond what is currently allowed under Osceola County designations. No residential development is proposed at this time. Any commercial development will be evaluated for impacts on infrastructure during future site plan review and concurrency evaluation."

   The proposed change should not materially alter the population density patter or overtax the load on public facilities. However, the school capacity report states a more accurate report be generated at the time of a submittal for a development plan.

4. **Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change;**

   "The current jurisdictional boundary separates a property with consistent land use and zoning designations. Annexation into the City of St. Cloud and maintaining the same Community

Center/Core designation results in a logical boundary aligned with infrastructure and existing development."

District boundaries are not illogically drawn but are evolving pursuant to the needs of the City and the Comprehensive Plan, thus allowing for the consideration of this Zoning Map Amendment to encourage compact development.

5. **The proposed change would be contrary to the land use plan and would have an adverse effect on the comprehensive plan;**

   "The annexation of the subject parcel into the City of St. Cloud through the JPA is a jurisdictional change that necessitates adoption of consistent land use and zoning under the City's Land Development Code."

   The proposed Zoning Map Amendment is consistent with the applicant's requested Future Land Use designation of Community Center (CPA25-00016) and will not adversely impact the Comprehensive Plan.

6. **Change or changing conditions make the passage of the proposed amendment necessary;**

   "The annexation of the subject parcel into the City of St. Cloud through the JPA is a jurisdictional change that necessitates adoption of consistent land use and zoning under the City's Land Development Code."

   The proposed Zoning Map Amendment is necessary with the annexation of the parcel and the subsequent designation of the Community Center Future Land Use. The proposed "CCC" zoning district is compatible with the proposed Future Land Use and surrounding area.

   The approved "CCC" zoning designations will play a vital role in shaping the development and character of the area, establishing a network of Community Center districts with varying intensities of use.

7. **The proposed change will adversely influence living conditions in the neighborhood;**

   "The proposed zoning will not adversely affect living conditions. The Community Center Core district promotes a walkable mix of uses that improve access to goods and services for nearby residents while preserving compatibility through buffering and design standards."

   The proposed change should not adversely influence living conditions in the neighborhood and is consistent with the development in the area.

8. **The proposed change will create or excessively increase traffic congestion or otherwise affect public safety;**

   "Traffic impacts will be evaluated during site development, but no excessive congestion is anticipated. The site fronts Hickory Tree Road, a designated framework road currently being widened to a four-lane divided corridor, which will support future development and enhance safety and capacity."

   The proposed Zoning Map Amendment is consistent with traffic patterns and should not excessively increase traffic congestion or negatively affect public safety. Any new development would be required to go through the City's application processes for further review, and a Traffic Impact Analysis may be required at that time.

9. **The proposed change will create a drainage problem;**

   "No drainage problems are anticipated. All future development must comply with stormwater management regulations as required by the City and South Florida Water Management District (SFWMD), ensuring proper on-site retention and protection of adjacent areas."

Pursuant to Chapter 6 of the Land Development Code, stormwater management systems shall be provided for all areas of development and accommodate the runoff that flows into or across the development area without additional flooding of any other lands.

10. The proposed change will seriously reduce light or air to adjacent areas;

"The proposed zoning will not impact light or air to surrounding properties. Height and setback requirements under the Community Center Core district ensure compatibility with neighboring parcels."

There is no development being proposed currently. At the time of any site development, standards set forth within the Land Development Code for exterior lighting would need to be followed.

11. The proposed change will adversely affect property values in the adjacent area;

"The proposed change is expected to enhance property values by maintaining zoning consistency and enabling new commercial development that complements nearby uses and benefits from improved road infrastructure."

The proposed Zoning Map Amendment should not affect property values in the adjacent area.

12. The proposed change will be a deterrent to the improvement or development of adjacent property in accordance with existing regulations;

"The change will encourage adjacent development. The Community Center Core zoning complements surrounding properties and will support additional investment consistent with County and City planning efforts along Hickory Tree Road."

The proposed Zoning Map Amendment is not expected to be a deterrent to the improvement or development of adjacent properties. Instead, the proposed designation represents a continuation of the area's established development pattern.

13. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare;

"This application does not constitute a grant of special privilege. The property already carries the requested designations under Osceola County, and this action merely formalizes those designations within City jurisdiction, benefiting both the property and the surrounding community."

The proposed Zoning Map Amendment does not grant special privilege to an individual owner, developer, or contrast with public welfare.

14. There are substantial reasons why a reasonable use of property cannot be accomplished under existing zoning;

"The current zoning under the County already supports reasonable use. However, annexation into the City of St. Cloud requires formal assignment of corresponding land use and zoning districts under City authority, ensuring jurisdictional consistency and future development eligibility."

With the adjacent parcels to the south having existing entitlements through Osceola County, this Zoning Map Amendment is a necessary step to support the logical expansion of the JPA Infill Center pattern, while ensuring consistency with the surrounding entitlements and promoting cohesively planned growth in the area.

15. Whether the change suggested is out of scale with the needs of the neighborhood of the city;

"The change is not out of scale. The Community Center Core designation supports appropriately scaled, walkable mixed-use development along major corridors and is consistent with the vision for

the Hickory Tree Road corridor."

The proposed "CCC" zoning district is consistent and compatible with the surrounding developments and the Community Center Future Land Use.

16. **It is impossible to find other adequate sites in the city for the proposed use in districts already zoned for such use.**

"This property already holds that designation under County authority. This request does not seek new entitlements, but rather applies the existing land use and zoning designations under City jurisdiction."

While other areas within the City may also support a "CCC" zoning designation, this property already has a Community Center Future Land Use designation and meets the criteria for such use. The requested Zoning Map Amendment aligns with the existing land use and is appropriate for the area.

School Capacity Report

The Osceola County School District's School Capacity report states that a more accurate report can be generated with the submittal of a detailed Site and Development Plan application which indicates the actual number of dwelling units proposed (if any). The School District of Osceola reserves the right to ensure proper mitigation of any impact on school capacity and the collection of Educational System Impact Fees.

Consistency With Strategic Plan Goals:

The proposed zoning map amendment meets the intent of the following City of St. Cloud Strategic Goals:

- ***High-Performing Government:*** *To focus on the continuity and sustainability of core public services; to become an employer of choice; and to be on the cutting-edge of technology.*

Staff Recommendation

Staff reviewed this request for a Zoning Map Amendment on or before March 13, 2026, with no objections. Therefore, staff recommends **APPROVAL** of the request for Zoning Map Amendment for Ordinance No. 2026-15

Planning Commission Recommendation

Per Section 1.3.3.B.2 of the Land Development Code, the Planning Commission shall review annexation, land use, and zoning petitions and submit its recommendations to the City Council based on the 16 required findings identified in Section 1.3.3.C.2.a of the Land Development Code.

On March 17, 2026, the Planning Commission – Motion to recommend approval by Marshall. Seconded by Alexander. Passed 5-0.

City Council Requested Action

Per section 1.3.7 of the Land Development Code, The City Council shall review the recommendation from the Planning Commission and render a decision based on the recommendation and information presented. The Planning Commission recommendation is based on the 16 required findings of Section 1.3.3.C.2.a of the Land Development Code. The applicant responses to the 16 required findings have been provided as an attachment for the City Council's review.

On March 12, 2026, - Motion to approve the First Reading & Introduction by Paul. Seconded by Fletcher. Passed 5-0.

Attachments

- Ordinance No. 2026-15
- School Capacity Report

RETURN TO:
CITY OF ST. CLOUD
DEPT OF COMMUNTIY DEVELOPMENT
1300 9TH STREET
ST. CLOUD, FL 34769

ORDINANCE NO. 2026-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, PROVIDING FOR THE ZONING AMENDMENT OF THE ZONING MAP OF THE LAND DEVELOPMENT CODE OF THE CITY OF ST. CLOUD, FLORIDA, SPECIFICALLY CHANGING THE ZONING DESIGNATION OF APPROXIMATELY +/- 4.85 ACRES IDENTIFIED AS HICKORY TREE ROAD COMMUNITY CENTER, PROJECT #ZMA25-00020, FROM "CCC" COMMUNITY CENTER CORE (COUNTY) TO "CCC" COMMUNITY CENTER CORE (CITY), GENERALLY LOCATED NORTH OF OLIVE MOUNTAIN BEND, EAST OF OLD HICKORY TREE ROAD, SOUTH OF NOLTE ROAD, AND WEST OF HICKORY TREE ROAD; PROVIDING FOR ENTERING THE DESIGNATION ON THE OFFICIAL ZONING MAP, FILING OF THE PLANNING COMMISSION RECOMMENDATION AND PROOF OF PUBLICATION, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, zoning districts are required to be consistent with Comprehensive Plan of the City of St. Cloud; and,

WHEREAS, the proposed zoning is consistent with the existing Future Land Use designation of “Community Center”; and,

WHEREAS, the property described below is less than five percent (5%) of the total land area of the City of St. Cloud; and,

WHEREAS, the City Council has received the recommendation of the Planning Commission dated March 17, 2026; and,

WHEREAS, the City Council has held a Public Hearing on this matter after public notice has been provided, as required by law; and,

WHEREAS, it is in the best interest of the City of St. Cloud and its citizens that the proposed rezoning be approved.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of St. Cloud, Florida, as follows:

SECTION 1:

That Ordinance No. 87-HH of the City of St. Cloud, Florida, passed and adopted October 1, 1987, and any amendments to the ordinance, being the Land Development Code of the City of St. Cloud, Florida, is hereby amended to include and designate on the Official Zoning Map a “CCC” Community Center Core zoning district classification for the property described below and as shown on Exhibit “A”:

Legal Description:

Lot 80, SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 18, TOWNSHIP 26 SOUTH, RANGE 31 EAST, according to the plat thereof as recorded in Plat Book B, Page 24, Public Records of Osceola County, Florida.

CONTAINING 4.85 ACRES, MORE OR LESS.

Including the full width of any and all adjacent rights-of-way.

SECTION 2:

The property is rezoned to "CCC" Community Center Core, making applicable all provisions of the Land Development Code of the City of St. Cloud, Florida.

SECTION 3:

The City Manager or his/her designee is authorized and directed to promptly enter such change on the Official Zoning Map.

SECTION 4:

Upon adoption of this ordinance, the Planning Commission recommendation and "Proof of Publication" of the required Public Hearing notices shall be filed in the Department of Planning and Zoning.

SECTION 5:

If any section or portion of a section of this ordinance proves to be invalid, unlawful or unconstitutional, it shall not be held to impair the validity, force or effect of any other section or part of this ordinance.

SECTION 6:

The City Clerk, after consultation with the City Attorney, is authorized to correct scrivener's errors found by filing a corrected copy of this ordinance in the official records of the City.

SECTION 7:

Effective Date. This ordinance has been published and shall take effect as provided by law.

First Reading on the 12th day of March 2026

Final Reading on the 9th day of April 2026

CITY OF ST. CLOUD

Christian B. Robertson, Mayor

ATTEST:

Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED:
de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP

Daniel F. Mantzaris, City Attorney

Pursuant to Section 695.26 (3) (f), this instrument exempt from Chapter 695, F.S.: Prepared by and return to a Public Official: City Manager, City of St. Cloud; 1300 9th Street; St. Cloud, Florida 34769

EXHIBIT "A"



PARCEL ID NO(S).

18-26-31-4950-0001-0800

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

SDOC#: 2025/26-0095 DRC#:ZMA25-00020

Current FLU: CC County
Requested FLU: CC City

PROJECT NAME: Hickory Tree Community Center

Current Zoning: CCC County
Requested Zoning: CCC City

PROJECT LOCATION: 0 Hickory Tree Rd., St. Cloud, 34772

COMMENTS DUE DATE: 2.9.26

PID: 18-26-31-4950-0001-0800

A more accurate report can be generated with the submittal of a detailed Site and Development Plan application which indicates the actual number of dwelling units proposed. The School District of Osceola County reserves its right to ensure proper mitigation of any impact on school capacity and the collection of Educational System Impact Fees.

Meeting: April 9, 2026

Agenda Item Type: Public Hearings
Ordinance No. 2026-06 Whaley Platt ANX

Community Development Agenda Item:
FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-06, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 743.53 acres identified as Whaley Platt, Project #ANX25-00020, generally located north of Lake Tohopekaliga, east of Osceola Road, south of Kissimmee Park Road, and west of Lake Tohopekaliga Road; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes. (Above is full title) **ACTION ON ORDINANCE NO. 2026-06**

Strategic Key Focus Areas:
High-Performing Government

Background Information:
The subject property is located north of Lake Tohopekaliga, east of Osceola Road, south of Kissimmee Park Road, and west of Lake Tohopekaliga Road. The property consists of eight parcels totaling approximately +/- 743.53 acres. This property currently has a Future Land Use Map designation of Mixed - Use (County). The subject property is currently contiguous to the St. Cloud City Limits to the north and east boundaries and is located within the Joint Planning Area (JPA) Boundary.

The applicant is requesting annexation into the City of St. Cloud. Concurrently, the applicant is requesting a Large-Scale Comprehensive Plan Amendment (Ordinance 2026-07) from Mixed-Use (County) to Mixed-Use (City) Future Land Use, and a Zoning Map Amendment from "MXD" Mixed-Use (County) to "MIX" Mixed-Use (City). Additionally, the applicant, in conjunction with the City, is preparing an Annexation Agreement (Resolution 2026-014R) to acknowledge and honor existing and pending entitlements through Osceola County. Once annexed, the property is anticipated to be developed to support single and multi-family residential uses, along with commercial components.

Legal Authority:
Section 171.044, Voluntary Annexation, Florida Statutes.

Budget and Recommendation:
There is no cost associated with this item.

On March 17, 2026, the Planning Commission – Motion to recommend approval by Grigsby. Seconded by Marshall. Passed 5-0.

Staff reviewed this request for a Voluntary Annexation on or before March 13, 2026, with no objections. Staff recommends **APPROVAL** of the request for Voluntary Annexation for Ordinance No. 2026-06.

Finance Director's Comments:
N/A

Procurement Director's Comments:
N/A

City Manager's Comments:
City Manager recommends approval

City Council Action:
4/9/2026 - Final Action
3/12/26 - Motion to approve the First Reading & Introduction by Urban. Seconded by Paul. Passed 5-0.

Attachments:
1. 1 ANX25-00020 WHALEY PLATT STAFF REPORT CC 4.9.26
2. 2 ANX25-00020 WHALEY PLATT ORDINANCE 2026-06 CC 4.09.26
3. 3 ANX25-00020 WHALEY PLATT 16 FINDINGS
4. 4 ANX25-00020 WHALEY PLATT SCR

City Council Staff Report

Meeting Date: April 9, 2026

DRC Case No./Ord. No.
ANX25-00020/ 2026-06

Type of Application
Voluntary Annexation

Case Name
Whaley Platt

Applicant/Owner
Hawk Platt, LLC

Agent
Metro Development Group

Address/Location
North of Lake Tohopekaliga, East of Osceola Road, South of Kissimmee Park Road, and West of Lake Tohopekaliga Road

Parcel ID #
29-26-30-0000-0050-0000
29-26-30-4950-0001-0050
30-26-30-0000-0013-0000
30-26-30-0000-0015-0000
30-26-30-0000-0070-0000
30-26-30-0000-0141-0000
30-26-30-0000-0142-0000
31-26-30-0000-0010-0000

Total Land Area
+/- 743.53 acres

Project Planner
Ralph Keith
Associate Planner

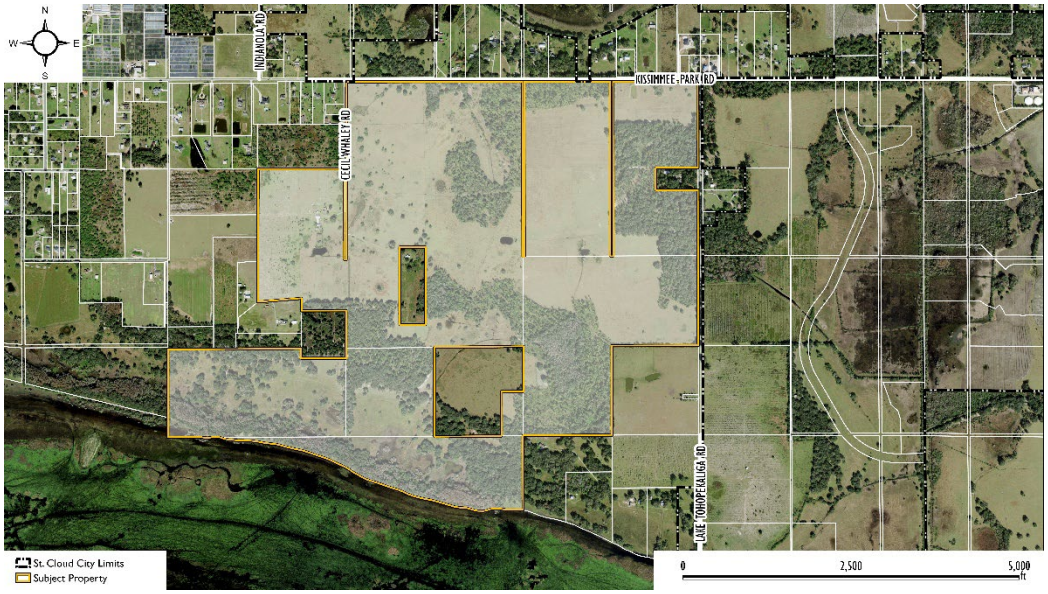


Figure 1 – Aerial Map

Request

The applicant is requesting consideration of a voluntary annexation of +/- 743.53 acres of land, known as Whaley Platt pursuant to F.S. 171.044. The subject property is shown in **Figure 1** above.

Background

The subject property is located north of Lake Tohopekaliga, east of Osceola Road, south of Kissimmee Park Road, and west of Lake Tohopekaliga Road. The property consists of eight parcels totaling approximately +/- 743.53 acres. This property currently has a Future Land Use Map designation of Mixed - Use (County). The subject property is currently contiguous to the St. Cloud City Limits to the north and east boundaries and is located within the Joint Planning Area (JPA) Boundary.

The applicant is requesting annexation into the City of St. Cloud. Concurrently, the applicant is requesting a Large-Scale Comprehensive Plan Amendment (Ordinance 2026-07) from Mixed-Use (County) to Mixed-Use (City) Future Land Use, and a Zoning Map Amendment from "MXD" Mixed-Use (County) to "MIX" Mixed-Use (City). Once annexed, the property is anticipated to be developed to support single and multi-family residential uses, along with commercial components.

The following table summarizes adjacent Future Land Use designations, Zoning districts and existing uses.

TABLE 1: ZONING & FUTURE LAND USE OF NEIGHBORING PROPERTIES			
Direction	***Zoning***	***Future Land Use***	***Existing Land Use***
North	**"MXD":** Mixed-Use (County) **"MIX":** Mixed-Use (City)	Mixed-Use (County) Mixed-Use (City)	Single-Family – Improved Pastureland – Vacant
East	**"MXD":** Mixed-Use (County) **"MIX":** Mixed-Use (City)	Mixed-Use (County) Mixed-Use (City)	No Acreage /Residential – Vacant
West	**"MXD":** Mixed-Use (County)	Mixed-Use (County)	Pastureland – Vacant Pastureland 2 – Vacant Orchard Groves – Vacant
South	**"MXD":** Mixed-Use (County)	Mixed-Use (County)	Pastureland 1 – Improved

Figures 2 and 3 below depict the current Future Land Use Map designations and Zoning districts within the City and Unincorporated Osceola County.

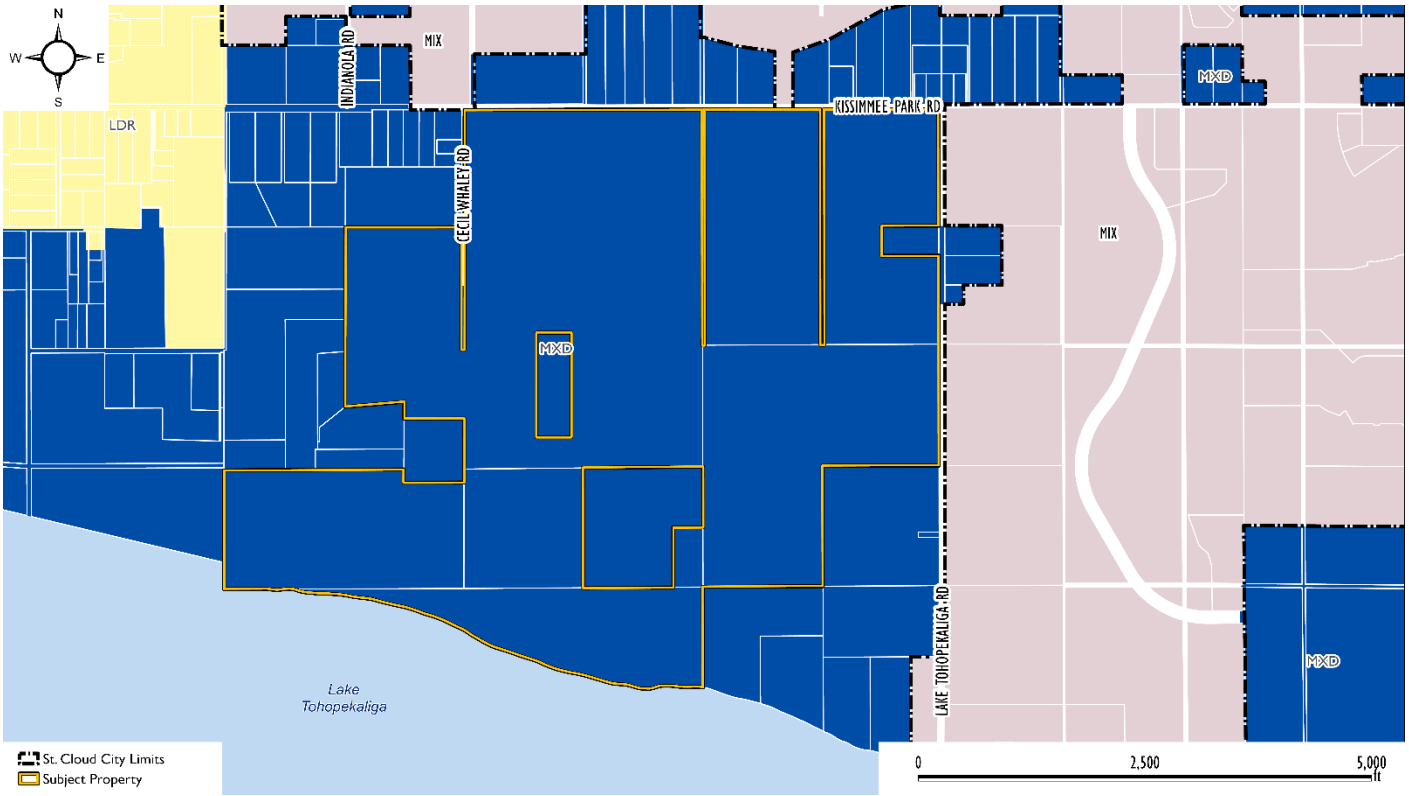


Figure 2 – Future Land Use Map

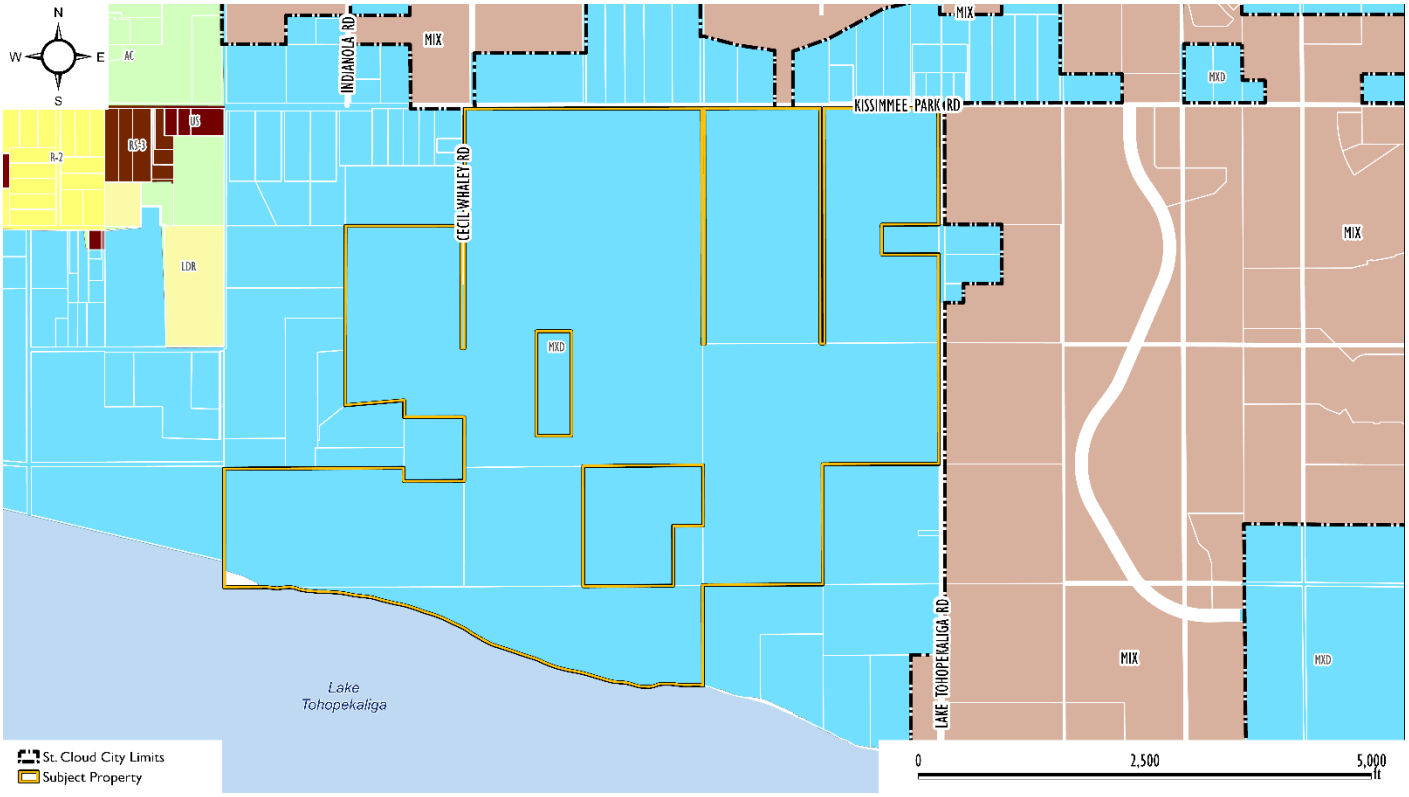


Figure 3 - Zoning Map

Prior Planning and County Approvals

The subject property and surrounding areas were included in Osceola County's *East of Lake Toho Element* (CPA 09-0010), which was adopted by the Osceola County Board of County Commissioners in 2010 and implemented the *East of Lake Toho Conceptual Master Plan* (CMP).

The East of Lake Toho Element and its associated Conceptual Master Plan were subsequently adopted by the City of St. Cloud in June 2015 through Ordinance 2015-05, thereby incorporating the County's planning framework into the City's Comprehensive Plan.

Other plans previously approved by Osceola County include the *Whaley Plat Concept Plan* (CP21-00008), the *Whaley Platt Preliminary Subdivision Plan* (PS22-00007) and *PSP Amendment* (PS23-00012), and the *Whaley Platt Phase 1A Site Development Plan* (SDP22-00022).

Public Notice

Notice of Public Hearing was mailed to property owners within 500 feet of the subject property and was advertised as required by State Statutes. No oral or written comments were received by staff from the public at the time of this report's distribution. Additional public comment may be available at the public hearing.

Findings

Prior to approval of the proposed voluntary annexation, Florida Statutes Section 171.044 requires the City to make the following findings:

A. *The subject property must be contiguous to the municipality and reasonably compact.*

The proposed annexation property is contiguous to City of St. Cloud city limits. It is reasonably compact, and the parcel is located within the Joint Planning Area Boundary, as provided in the executed "Joint Planning Area Interlocal Agreement between Osceola County and the City of St. Cloud", dated March 17, 2014. The proposed annexation meets the requirements of Florida Statutes Section 171.044 and therefore is eligible for annexation into the City.

B. *The petition must bear the signatures of all owners of the subject property to be annexed.*

This is a voluntary annexation, and the City of St. Cloud has documentation that the owner of the subject property has agreed to the voluntary annexation of parcels 29-26-30-0000-0050-0000 29-26-30-4950-0001-0050 30-26-30-0000-0013-0000, 30-26-30-0000-0015-0000, 30-26-30-0000-0070-0000, 30-26-30-0000-0141-0000, 30-26-30-0000-0142-0000, 31-26-30-0000-0010-0000 into the City's jurisdiction limits.

Review of 16 Required Findings of Section 1.3.3.C.2.a of the Land Development Code.

1. The proposed annexation will not have an adverse influence on living conditions in the neighborhood or create any isolated district. It would maintain a continuation of the existing pattern of development and is compatible with the residential development in the area.
2. The applicant has submitted a document, which includes responses to the 16 required findings which is in Attachment A.

Consistency With Strategic Plan Goals:

The proposed Annexation meets the intent of the following City of St. Cloud Strategic Goals:

- ***High-Performing Government****: To focus on the continuity and sustainability of core public services; to become an employer of choice; and to be on the cutting-edge of technology.*

Staff Recommendation

Staff reviewed this request for a Voluntary Annexation on or before March 13, 2026, with no objections. Staff recommend **APPROVAL** of the request for Voluntary Annexation for Ordinance No. 2026-06.

Planning Commission Recommendation

Per Section 1.3.3.B.2 of the Land Development Code, the Planning Commission shall review annexation, land use, and zoning petitions and submit its recommendations to the City Council based on the 16 required findings identified in Section 1.3.3.C.2.a of the Land Development Code.

On March 17, 2026, the Planning Commission – Motion to recommend approval by Grigsby. Seconded by Marshall. Passed 5-0.

City Council Requested Action

Per section 1.3.7 of the Land Development Code, The City Council shall review the recommendation from the Planning Commission and render a decision based on the recommendation and information presented. The Planning Commission recommendation is based on the 16 required findings of Section 1.3.3.C.2.a of the Land Development Code. The applicant responses to the 16 required findings have been provided as an attachment for the City Council's review. Per Section 171.044, Voluntary Annexation, Florida Statutes.

On March 12, 2026, - Motion to approve the First Reading & Introduction by Urban. Seconded by Paul. Passed 5-0.

Attachments

- Ordinance No. 2026-06
- 16 Required Findings
- School Capacity Report

RETURN TO:
CITY OF ST. CLOUD
DEPT OF COMMUNITY DEVELOPMENT
1300 9TH STREET
ST. CLOUD, FL 34769

ORDINANCE NO. 2026-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, TO ANNEX INTO THE CITY OF ST. CLOUD APPROXIMATELY +/- 743.53 ACRES IDENTIFIED AS WHALEY PLATT, PROJECT #ANX25-00020, GENERALLY LOCATED NORTH OF LAKE TOHOPEKALIGA, EAST OF OSCEOLA ROAD, SOUTH OF KISSIMMEE PARK ROAD, AND WEST OF LAKE TOHOPEKALIGA ROAD; IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF CHAPTER 171.044, FLORIDA STATUTES.

WHEREAS, the owner of the property described below, being Hawk Platt, LLC, and represented by Isaacs Strategy Solutions, LLC, petition on their behalf to the City Council of the City of St. Cloud, Florida pursuant to Chapter 171.044, Florida Statutes, requesting annexation into the City of St. Cloud, Florida in a petition signed and dated August 19, 2025; and

WHEREAS, the City Manager of the City of St. Cloud, Florida, has certified by review of the Certificate of Title dated September 5, 2025, that the owner of the property has signed and given Isaacs Strategy Solutions, LLC, authority on August 11, 2025, to Petition for Annexation; and,

WHEREAS, the City Council has received the recommendation of the Planning Commission dated March 17, 2026; and,

WHEREAS, the property is reasonably compact and contiguous to the corporate areas of the City of St. Cloud, Florida and annexation will not result in the creation of any enclave; and,

WHEREAS, the City of St. Cloud, Florida, has provided or will provide municipal services to the property, and has found it in the best interest of the City to accept the petition for annexation; and,

WHEREAS, pursuant to the Joint Planning Agreement between the City of St. Cloud and Osceola County, the City recognizes and accepts the development entitlements previously approved by Osceola County for the subject property, including, but not limited to, CP21-00008, Concept Plan, Whaley Platt; PS22-00007, Preliminary Subdivision Plan, Whaley Platt; PS23-00012, Preliminary Subdivision Plan, Whaley Platt; Kissimmee Park Community Development District, Ordinance No. 2022-36; Kissimmee Park Community Development District Notice of Establishment; SDP22-02222, Site Development Plan, Platt Property Phase 1A; South Florida Water Management District (SFWMD) Individual Environmental Resource Permit No. 49-114988-P; South Florida Water Management District (SFWMD) Water Use Individual Permit No. 49-114147-W; Toho Water Authority (TWA) Whaley Platt Subdivision Phase 1A Construction Plans Variance, Project No. 230124.xx.cc; Florida Department of Environmental Protection (FDEP) Permit No. 0076597-674-DS, Water; Florida Department of Environmental Protection (FDEP) Permit No. 0463171-001-DWC/CM, Wastewater; and Kissimmee Park Road (KPR) Approved Plans SDP23-0181.

WHEREAS, any development approvals, permits, or entitlements not previously granted by Osceola County and recognized herein shall be subject to review, approval, and regulation in accordance with the City of St. Cloud Land Development Code and all other applicable City regulations in effect at the time of application.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of St. Cloud, Florida, as follows:

SECTION 1:

That the following property described below and shown on Exhibit "A" is annexed into the City of St. Cloud, Florida, pursuant to Chapter 171.044, Florida Statutes:

LEGAL DESCRIPTION

PARCEL 2 - (29-26-30-0000-0050-0000)

NORTH ONE-HALF (N. ½) OF SOUTHWEST ONE-QUARTER (S. W. ¼), LESS R/W, AND THE SOUTHWEST ONE-QUARTER (S.W. ¼) OF THE SOUTHWEST ONE-QUARTER (S.W. ¼) OF SECTION 29, TOWNSHIP 26 SOUTH, RANGE 30 EAST, ALL LYING AND BEING IN OSCEOLA COUNTY, FLORIDA.

PARCEL 3 - (29-26-30-4950-0001-0050)

LOTS 5-12 (INCLUSIVE), LOTS 21-28 (INCLUSIVE), LOT 38, LOTS 39-44 (INCLUSIVE), AND LOTS 53-60 (INCLUSIVE), ALL IN SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 29, TOWNSHIP 26 SOUTH, RANGE 30 EAST, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK B, PAGE 16, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PARCEL 4 - (30-26-30-0000-0013-0000)

THE SOUTH ½ (S. ½) OF THE SOUTHWEST ¼ (S. W. ¼) OF THE NORTHWEST ¼ (N. W. ¼) OF THE SOUTHWEST ¼ (S.W. ¼) OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA.

PARCEL 5 - (30-26-30-0000-0015-0000)

TRACT 1:

THE WEST ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA.

TRACT 2:

THE EAST HALF OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA.

AND

THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 30 EAST, LESS THAT PORTION LYING WITHIN THE FOLLOWING DESCRIPTION:

FROM THE NORTHEAST CORNER OF THE SOUTHWEST ¼ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA, RUN SOUTH, ALONG THE EAST LINE OF SAID SOUTHWEST ¼, 762.72 FEET TO THE POINT OF BEGINNING; RUN THENCE SOUTH 89° 48' 05" WEST 662.77 FEET TO THE WEST LINE

OF THE EAST ¼ OF THE SOUTHWEST ¼; RUN THENCE SOUTH 00° 02' 18" WEST ALONG SAID WEST LINE 700.0 FEET, RUN THENCE NORTH 89° 48' 05"

EAST 663.30 FEET TO THE EAST LINE OF SAID SOUTHWEST ¼; RUN THENCE NORTH, 700.00 FEET TO THE POINT OF BEGINNING.

PARCEL 7 - (30-26-30-0000-0070-0000)

TRACT 1:

THE EAST ½ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA; LESS BEGINNING 800 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHEAST ¼, RUN SOUTH 966.3 FEET, EAST 380 FEET, NORTH 1145.3 FEET, WEST 380 FEET, SOUTH 180 FEET TO THE POINT OF BEGINNING; AND LESS THE SOUTH ½ OF THE SOUTHEAST ¼.

AND

TRACT 2:

THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA, LESS THE EAST 25 FEET THEREOF.

AND

TRACT 3:

THE NORTHWEST ¼ OF NORTHEAST ¼ OF SOUTHWEST ¼ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA; LESS THAT PART THEREOF DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 30, RUN NORTH 89° 54' 54" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST ¼, 1310.31 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION; RUN THENCE SOUTH 00° 03' 58" WEST ALONG THE EAST LINE OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼, 658.85 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼, SAID POINT BEING THE POINT OF BEGINNING; RUN THENCE NORTH 89° 42' 07" EAST ALONG THE SOUTH LINE OF SAID NORTHWEST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼, 651.26 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼; RUN THENCE NORTH 00° 12' 37" EAST ALONG THE EAST LINE OF SAID NORTHWEST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ 80.0 FEET; RUN THENCE SOUTH 85° 18' 56" WEST, 653. 70 FEET TO THE EAST LINE OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼; RUN THENCE SOUTH 00° 03' 58" WEST ALONG SAID EAST LINE, 30.0 FEET TO THE POINT OF BEGINNING.

AND

TRACT 4:

THE EAST ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA; LESS THAT PART THEREOF LYING WITHIN THE FOLLOWING DESCRIPTION: FROM THE NORTHEAST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 30, RUN SOUTH

ALONG THE EAST LINE OF SAID SOUTHWEST ¼, 762.72 FEET TO THE POINT OF BEGINNING; RUN THENCE SOUTH 89" 48' 05" WEST 662.77 FEET TO THE WEST LINE OF THE EAST ½ OF THE EAST ½ OF THE SOUTHWEST ¼; RUN THENCE SOUTH oo· 02' 18" WEST ALONG SAID WEST LINE, 700.0 FEET; RUN THENCE NORTH 89" 48' 05" EAST, 663.30 FEET, TO THE EAST LINE OF SAID SOUTHWEST ¼; RUN THENCE NORTH 700.0 FEET TO THE POINT OF BEGINNING.

PARCEL 8 - (30-26-30-0000-0141-0000)

THE EAST 330 FT. OF THE SOUTH 660 FT. OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA.

PARCEL 9 - (30-26-30-0000-0142-0000)

THE SOUTHWEST ONE-QUARTER (s.w. ¼) OF THE SOUTHEAST ONE QUARTER (S.E. ¼), SECTION 30, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA.

PARCEL 10 - (31-26-30-0000-0010-0000)

ALL OF FRACTIONAL SECTION 31, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA.

CONTAINING 743.53 ACRES, MORE OR LESS.

Including the full width of any and all adjacent rights-of-way.

SECTION 2:

That occupants and owners of the properties shall be entitled and subject to all the rights, privileges, immunities, and responsibilities of occupants and owners of property in the City of St. Cloud, Florida, as provided in Chapter 171, Florida Statutes.

SECTION 3:

If any section or portion of a section of this ordinance proves to be invalid, unlawful or unconstitutional, it shall not be held to impair the validity, force or effect of any other section or part of this ordinance.

SECTION 4:

The City Clerk, after consultation with the City Attorney, is authorized to correct scrivener's errors found by filing a corrected copy of this ordinance in the official records of the City.

SECTION 5:

Effective Date. This ordinance has been published and shall take effect as provided by law.

First Reading on the 12th day of March 2026

Second Reading on the 9th day of April 2026

CITY OF ST. CLOUD

Christian B. Robertson, Mayor

ATTEST:

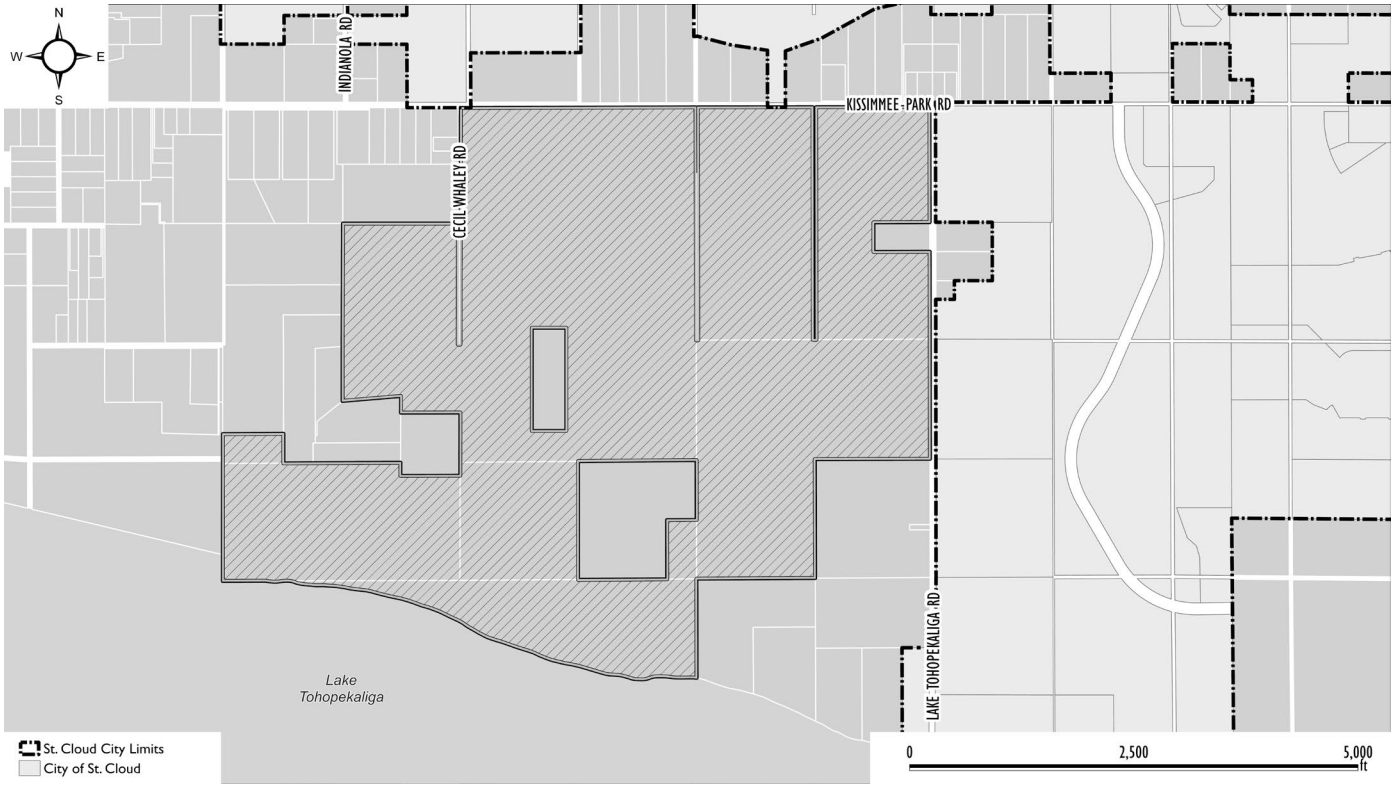
Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED:
de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP

Daniel F. Mantzaris, City Attorney

Pursuant to Section 695.26 (3) (f), this instrument exempt from Chapter 695, F.S.: Prepared by and return to a Public Official: City Manager, City of St. Cloud, 1300 9th Street, St. Cloud, Florida 34769.

EXHIBIT "A"



PARCEL ID NO.
29-26-30-0000-0050-0000
29-26-30-4950-0001-0050
30-26-30-0000-0013-0000
30-26-30-0000-0015-0000
30-26-30-0000-0070-0000
30-26-30-0000-0141-0000
30-26-30-0000-0142-0000
31-26-30-0000-0010-0000

Responses to Land Development Code 3.4.3.C.2.A

Requirements of the Planning Commission Report to the City Council

The Planning Commission and City Council shall consider, where applicable, whether or not:

1. **The proposed change is contrary to the established land use pattern.**

   The project has been approved for the development of up to 2,818 residential units, which types of residential uses include detached and attached product types of single-family residential, multifamily, townhomes, apartments, as well as supportive commercial/office/civic uses, neighborhood centers and active and passive recreation/social areas for such residential units (the "Project"). The proposed change is not contrary to the established land use pattern in the surrounding area. The land use pattern has evolved over the last several years with the addition of Edgewater approved for 7,000 residential units, Bella Tara approved for 2,013 residential units, and other similar master planned mixed-use communities. As such, the proposed Project is consistent with the established land use pattern.

2. **The proposed change would create an isolated district unrelated to adjacent and nearby districts.**

   The proposed change would not create an isolated district as the Project has been designed to comply with the principles of the East of Lake Toho Element, which provides:

   > *The goal of the East of Lake Toho Conceptual Master Plan is to balance social, environmental and economic sustainability to form enduring places for people to live and thrive. This goal can be achieved by using long-range, large-scale planning to accommodate sustainable economic development and contribute to a sound tax base, alleviate the pressure for urban sprawl, and reduce vehicle miles traveled by linking road and transit networks. The plan also will provide a variety of housing options; protect environmentally sensitive lands, wildlife corridors and upland habitat, and create a strong sense of place through street layout, open space arrangements, streetscape appearance, and linkage of neighborhoods to commercial services and jobs.*

   The Project meets those policies and is contiguous to existing, approved MXD developments (Bella Tara and Edgewater).

3. **The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, etc.**

The Project density patterns have already been approved by the City. The proposed change has been anticipated by the city through the Joint Planning Agreement and the MXD designation on the future land use map. Further, the Project is consistent with Policy 1.1.9 and follows the development program established in Tables 3 and 4 of the Conceptual Master Plan for the East of Lake Toho Element of the City's Comprehensive Plan.

4. **Existing district boundaries are illogically drawn in relation to existing conditions on the property for the proposed change.**

Not Applicable

5. **The proposed change would be contrary to the land use plan and would have an adverse effect on the comprehensive plan.**

The proposed Project is consistent with the East of Lake Toho Element of the Comprehensive Plan, specifically the following:

- The development program is consistent with the Buildout Scenario outlined in Policy 1.1.3 and shown in Tables 3 and 4 of the Conceptual Master Plan identified in Policy 1.1.9.
- The County approved PS22-00007 illustrates compliance with the Lake Toho Protection Area (LTPA) outlined in Policy 1.1.5.
- The Whaley Plat Concept Plan (CP21-00008) was approved by Osceola County on 10/20/21, which is consistent with the process outlined in Policy 1.2.2.

6. **Changing or changed conditions make the passage of the proposed amendment necessary.**

The proposed amendment is necessary as the Project is required to annex pursuant to the Joint Planning Area adopted by the City and County. Further, with the annexation of the Bella Tara project, this project is now contiguous to the City boundaries.

7. **The proposed change will adversely influence living conditions in the neighborhood.**

The proposed change will not adversely influence living conditions in the neighborhood and further supports the area's livability as a pedestrian-oriented, mixed-use

community. The project includes a mix of uses with commercial nodes located on framework roads with multimodal connectivity linking to residential, open space areas, and civic uses.

8. **The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.**

Not applicable. The City and County entered into the Whaley Platt Tri-Party Development Agreement which sets forth all of the Developer's obligations for transportation infrastructure improvements and which mitigates for the development program.

9. **The proposed change will create a drainage problem.**

The proposed change will not create a drainage problem and is being designed consistently with the policies in the Stormwater Element of the City's Comprehensive Plan. Specifically, Policy SM1.1.1 as the Project has been designed to meet the water quality and quantity level of standards established by the South Florida Water Management District and City's Land Development Code for future phases not previously reviewed and approved by Osceola County.

10. **The proposed change will seriously reduce light or air to adjacent areas.**

The proposed change will not seriously reduce light or air to adjacent areas as the development pattern is consistent with the existing land use pattern. Further, the Project will include solar street lighting that is dark sky compliant.

11. **The proposed change will adversely affect property values in the adjacent area.**

The proposed change will increase property values in the adjacent area by bringing new infrastructure, civic uses, and implementing the buildout of the East of Lake Toho Element.

12. **The proposed change will be a deterrent to the improvement or development of adjacent property in accordance with existing regulations.**

The proposed change will not be a deterrent to the improvement or development of adjacent property in accordance with existing regulations. The Project will implement specific goals and objectives of the East of Lake Toho Element. Further, it will encourage further buildout under those plans by advancing the infrastructure necessary to comply with the full buildout development program stated above.

13. **The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.**

Not applicable. The annexation is required per the Joint Planning Agreement with Osceola County.

14. There are substantial reasons why a reasonable use of the property cannot be accomplished under existing zoning.

Not applicable. The annexation is required by the Joint Planning Agreement with Osceola County, and the Project is consistent with the East Lake Toho Element of the City's Comprehensive Plan.

15. Whether the change suggested is out of scale with the needs of the neighborhood or the city.

The change suggested is not out of scale as it implements the East of Lake Toho Element of the City's Comprehensive Plan, which included significant stakeholder engagement.

16. It is impossible to find other adequate sites in the city for the proposed use in districts already zoned for such use.

Not applicable. Policy 1.1.6 of the East of Lake Toho Element requires the City to concurrently rezone all lands within the East of Lake Toho Conceptual Master Plan area to the Mixed-Use District classification describe3d in the Land Development Code for Mixed Use District.

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

SDOC#: 2021/22-0016 DRC#: ANX25-00020

Current FLU: MXD (County)
Requested FLU: MXD (City)

PROJECT NAME: Whaley Platt

Current Zoning: MXD (County)
Requested Zoning: MXD (City)

PROJECT LOCATION: Cecil Whaley Rd. & Lk. Tohopekaliga Rd., St. Cloud

COMMENTS DUE DATE: 10.28.25

PID: 30-26-30-0000-0070-0000
30-26-30-0000-0050-0000
30-26-30-4950-0001-0050
30-26-30-0000-0141-0000
30-26-30-0000-0010-0000
30-26-30-0000-0015-0000
30-26-30-0000-0142-0000
30-26-30-0000-0013-0000
30-26-30-0000-0055-0000

The proposed Whaley-Platt is a development that may generate up to 4,650 residential units (2,200 SF/2,450 MF dwelling units). Per the East of Lake Toho Element approved by the Board of County Commissioners on August 16, 2010, 275 acres were denoted as Additional Land Uses. The School Board maintains its rights and entitlements consistent with applicable laws and ordinances to collect Educational System Impact Fees for all residential development within the Whaley-Platt Development. Additionally, the School Board has requested the dedication, not donation, of a 20-acre net usable K-8 school site with off-site retention, infrastructure to support the school site, and other improvements required by SDOC to ensure impacts on school capacity are addressed appropriately. The School Board is respectfully requesting a hold to be placed on all SDPs related to the Whaley-Platt development until such time an Agreement to mitigate the impact of the development on student capacity is executed.

Meeting: April 9, 2026

Agenda Item Type: Public Hearings
Ordinance No. 2026-09 Entertainment District Hours- Alcohol Consumption

Community Development Agenda Item:
FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-09, an ordinance of the City Council of the City of St. Cloud, Florida, amending Article 13 Special Purpose Overlay Districts, Section 3.13.3, Entertainment District, amending Subsection C "Outside Consumption in the District" Subparagraph 1 "District Possession/Consumption Hours" revising the days and hours for the authorized consumption of alcoholic beverages within the Entertainment District; providing for conflict, severability, administrative correction, codification and publication and effective date.(Above is full title) **ACTION ON ORDINANCE NO. 2026-09**

Strategic Key Focus Areas:
High-Performing Government

Background Information:
During the City Council meeting on February 12, 2026, direction was provided by the City Council to amend the restrictions on the Entertainment District possession and consumption hours set forth within the Land Development Code. Specifically, Council requested the restriction that limited the days from Wednesday to Saturdays be removed. This change has been reflected in the ordinance.

Additionally, the Land Development Code has restricted the hours from 11:00 a.m. to 12:00 a.m. It had originally been requested to extend the hours to 1:00 a.m., however, at the February 12th City Council meeting, further discussion was requested to take place and potentially leave the hours set as is. Ordinance No. 2026-09 does not reflect any changes to the hours at this time.

This amendment is intended to promote economic development, support local businesses, provide consistency in operating hours, enhance customer convenience, and ensure equitable treatment among establishments operating within the City, while maintaining established time limitations that protect the health, safety, and welfare of the public.

Legal Authority:
Per section 1.1.7 of the Land Development Code, the legislative body of the city is the City Council and has the final authority and responsibility for the adoption and enforcement of regulations for the development of land which are based on, related to, and are a means of implementation for the adopted comprehensive plan required by the laws of this state.

Budget and Recommendation:
There is no cost associated with this item.

On March 17, 2026, the Planning Commission – Motion to recommend approval by Grigsby.

Seconded by Marshall. Passed 3-2. Alexander and Bridgeforth voted nay.

Staff reviewed this request on or before February 12, 2026, with no objections. Staff recommends **APPROVAL** of Ordinance No. 2026-09 for the amendment of Article 13 Special Purpose Overlay Districts, Section 3.13.3 Entertainment District, amending subsection C "Outside Consumption in the District" Subparagraph 1 "District Possession/Consumption Hours" revising the days and hours for the authorized consumption of alcoholic beverages within the Entertainment District, providing for severability, scrivener's errors, conflict, codification, and effective date.

Finance Director's Comments:
N/A

Procurement Director's Comments:
N/A

City Manager's Comments:
City Manager recommends approval

City Council Action:
04/09/26 - Final Action
02/12/26 - Motion to approve First Reading & Introduction by Urban. Seconded by Paul. Motion carried 5-0.

Attachments:
1. 1. CDA26-00001 Entertainment District Alcohol Consumption LDC Update Staff Report 040926 CC
2. 3. CDA26-00001 Ordinance No. 2026-09 Business Impact Estimate 040926 CC
3. 2. CDA26-00001 Ordinance No. 2026-09 040926CC

MEMORANDUM REPORT
FOR CITY COUNCIL – ON April 9, 2026

To: Mayor Robertson and City Council Members

From: Zhaokai Liu, Principal Planner

Thru: Tisha Manning, MBA, CBTO, Zoning Manager

Subject: LDC Amendment to Article 13 Special Purpose Overlay Districts, Section 3.13.3 Entertainment District, amending subsection C "Outside Consumption in the District" Subparagraph 1 "District Possession/Consumption Hours" revising the days and hours for the authorized consumption of alcoholic beverages within the Entertainment District

Date: April 09, 2026

REQUEST: The request is to approve **Ordinance No. 2026-09** for the amendment of Article 13 Special Purpose Overlay Districts, Section 3.13.3 Entertainment District, amending subsection C "Outside Consumption in the District" Subparagraph 1 "District Possession/Consumption Hours" revising the days and hours for the authorized consumption of alcoholic beverages within the Entertainment District, providing for severability, scrivener's errors, conflict, codification, and effective date.

BACKGROUND: During the City Council meeting on February 12, 2026, direction was provided by the City Council to amend the restrictions on the Entertainment District possession and consumption hours set forth within the Land Development Code . Specifically, Council requested the restriction that limited the days from Wednesday to Saturdays be removed. This change has been reflected in the ordinance.

Additionally, the Land Development Code has restricted the hours from 11:00 a.m. to 12:00 a.m. It had been originally requested to extend the hours to 1 a.m., however, at the February 12th City Council meeting, further discussion was requested to take place and potentially leave the hours set as is. Ordinance No. 2026-09 does not reflect any changes to the hours at this time.

This amendment is intended to promote economic development, support local businesses, provide consistency in operating hours, enhance customer convenience, and ensure equitable treatment among establishments operating within the City, while maintaining established time limitations that protect the health, safety, and welfare of the public.

STRATEGIC PLAN GOALS:
The proposed amendment to the Land Development Code meets the intent of the following City of St. Cloud Strategic Goal:

High-Performing Government: *To focus on the continuity and sustainability of core public services; become an employer of choice; and be on the cutting-edge of technology.*

STAFF RECOMMENDATION:
Staff reviewed this request on or before February 12, 2026, with no objections. Staff recommends **APPROVAL** of Ordinance No. 2026-09 for the amendment of Article 13 Special Purpose Overlay Districts, Section 3.13.3 Entertainment District, amending subsection C "Outside Consumption in the District" Subparagraph 1 "District Possession/Consumption Hours" revising the days and hours for the authorized consumption of alcoholic beverages within the Entertainment District, providing for severability, scrivener's errors, conflict, codification, and effective date.

PLANNING COMMISSION RECOMMENDATION:
On March 17, 2026, the Planning Commission – Motion to recommend approval by Grigsby. Seconded by Marshall. Passed 3-2. Alexander and Bridgeforth voted nay.

CITY COUNCIL REQUESTED ACTION:
Per section 1.1.7 of the Land Development Code, the legislative body of the city is the City Council and has the final authority and responsibility for the adoption and enforcement of regulations for the development of land which are based on, related to, and are a means of implementation for the adopted comprehensive plan required by the laws of this state.

On February 12, 2026 – Motion to approve the First Reading & Introduction by Urban. Seconded by Paul. Passed 5-0.

Attachments: Ordinance No. 2026-09
Business Impact Analysis

BUSINESS IMPACT ESTIMATE
ORDINANCE NO. 2026-09

TO: Planning Commission Members

FROM: Zhaokai Liu, Principal Planner

THRU: Tisha Manning, MBA, CBTO, Interim Director of Community Development

DATE: April 09, 2026

SUBJECT: Ordinance No. 2026-09 - Business Impact Estimate

Section 166.041, *Florida Statutes*, effective July 1, 2023, requires the City prepare (or cause to be prepared) a business impact estimate prior to final consideration of an ordinance, subject to exemptions noted in the Law. The new law requires that the business impact estimate be posted on the City's website at the time of the published notice of the City Council's final consideration of the ordinance, or ten (10) days prior to the adoption public hearing, whichever is longer. Ordinance No. 2026-09 is proposed to be adopted by the City on April 09, 2026, and is subject to this new requirement. Following are the categories required to be addressed for the proposed ordinance based on the new legislation:

1. Summary of proposed Ordinance No.: 2026-09.

It is the purpose of this ordinance to approve Ordinance No. 2026-09 for the amendment of Article 13 Special Purpose Overlay Districts, Section 3.13.3 Entertainment District, amending subsection C "Outside Consumption in the District" Subparagraph 1 "District Possession/Consumption Hours" revising the days and hours for the authorized consumption of alcoholic beverages within the Entertainment District, providing for severability, scrivener's errors, conflict, administrative correction, codification, and an effective date.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the city

a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

The proposed ordinance should have no effect to cost on any business located within the city. Any additional costs, such as staffing or inventory for expanded operations, would be voluntary business decisions rather than mandated expenses.

b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

The proposed ordinance does not identify any new charges or fees on businesses. Businesses will continue to operate under existing licensing and regulatory frameworks without additional financial obligations imposed by this amendment.

c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

The City will not collect any regulatory cost should this ordinance be adopted; as no new charges or fees will be imposed on businesses by the City. The City may experience indirect increases in tax revenue due to expanded business activity.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

The ordinance will impact businesses located within the Entertainment District that participate in outside possession and consumption activities. It is estimated that several establishments may be affected, depending on current and future business participation within the district.

4. Any additional information the board determines may be useful.

The amendment promotes economic development and operational consistency by removing day of week limitations while maintaining existing hour restrictions. It supports local businesses while preserving public health, safety, and welfare protections. Overall, the anticipated impact is positive with minimal regulatory burden.

ORDINANCE NO 2026-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AMENDING ARTICLE 13 SPECIAL PURPOSE OVERLAY DISTRICTS, SECTION 3.13.3, ENTERTAINMENT DISTRICT, AMENDING SUBSECTION C "OUTSIDE CONSUMPTION IN THE DISTRICT" SUBPARAGRAPH 1 "DISTRICT POSSESSION/CONSUMPTION HOURS" REVISING THE DAYS AND HOURS FOR THE AUTHORIZED CONSUMPTION OF ALCOHOLIC BEVERAGES WITHIN THE ENTERTAINMENT DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION, CODIFICATION AND PUBLICATION AND EFFECTIVE DATE.

WHEREAS, Chapter 166 of the Florida Statutes and Article VIII of the Florida Constitution authorizes the legislative body of each municipality to enact ordinances to protect the health, safety, and welfare of its residents; and

WHEREAS, the City Council of the City of St. Cloud has determined and finds that the regulations contained herein are necessary and in the best interests of the health, safety, and welfare of the general public and the citizens of, and visitors to, St. Cloud.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of St. Cloud; Florida as follows:

SECTION 1: The foregoing recitals are true and correct and incorporated herein by reference.

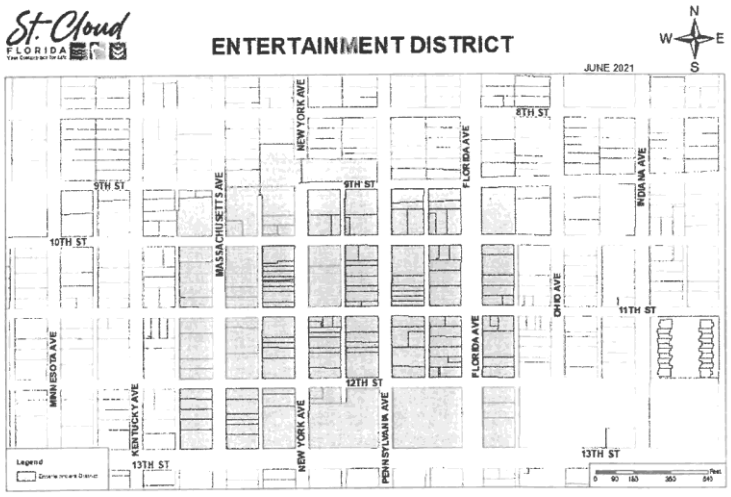
SECTION 2. ARTICLE 13, "SPECIAL PURPOSE OVERLAY DISTRICTS", Section 3.13.3 "Entertainment District", Subsection C "Outside Consumption in the District", Subparagraph 1, "District possession/Consumption hours is amended as follows: (note strikethrough indicates removed words and underlined indicates added):

3.13.3. - Entertainment district.

A. *Purpose.* The purpose of this section is to encourage the location of entertainment, retail and restaurant uses within a limited defined area of the city hereafter referred to as the entertainment district. The regulations within this section create an opportunity to offer a variety of amenities to the public in a convenient physical location that will promote pedestrian use with an attendant decrease in vehicular traffic, provide for more efficient and effective public safety enforcement in a defined area, foster a mutual relationship among downtown merchants and property owners, and encourage private development of entertainment facilities which enhance and complement the use of the public facilities.

B. *District boundaries.* The entertainment district shall mean an area depicted in "Exhibit A" of the ordinance this section derives and be generally described as the area bounded by 9 th Street to the North, Florida Avenue to the East, 13 th Street to the South and Massachusetts Avenue to the West. It shall also include those properties directly adjacent to the described district boundaries for the purposes of uses described herein.

Exhibit A



C. *Outside consumption in the district.* Within the district, the following shall apply:

1. *District possession/consumption hours.* Possession/consumption of any alcoholic beverages dispensed or sold by a registered establishment is authorized within the boundaries of the district ~~Wednesdays to Saturdays,~~ from 11:00 a.m. to 12:00 a.m. Extended hours of consumption for city or city-sponsored events may be granted with prior approval by the city manager and/or designee, not to exceed chapter 4, alcoholic beverages, section 4.2, hours of sale.

2. *Outside drink limit.* Any registered establishment licensed to dispense or sell alcoholic beverages by the drink for consumption on the premises is authorized to dispense an alcoholic beverage in an approved clear container for removal from the premises, as specified in this section, provided, however, that no establishment shall dispense to any person, under the legal age of alcohol drinking, as provided by law, more than one such alcoholic beverages at a time for removal from the premises, and no person shall remove at one time more than one such alcoholic beverages from the licensed premises.

3. *Size limited to 16 fluid ounces.* No person shall hold in possession on the streets and sidewalks, in parks and squares, or in other public places within the district, more than one alcoholic beverage in approved container that exceeds 16 fluid ounces in size.

4. *Drinking from a bottle, aluminum, or glass container is prohibited.* It shall be unlawful for any person to drink alcoholic beverages from a not approved container, or to possess in an open aluminum or glass container any alcoholic beverage on the streets, sidewalks, rights-of-way, and parking lots, whether public or private, except as authorized and approved as outdoor dining.

D. *Hours for music and entertainment.* Music, singing, and/or other forms of entertainment, whether amplified or not, shall be permitted indoors at any time during business hours of any facility or business enterprise within the district. Outdoor music, singing and entertainment shall be permitted until 1:30 a.m., providing compliance with the city's noise ordinance, unless otherwise permitted by way of ~~at~~ special event permit.

E. *Games, sporting events, and entertainment.* Games, sporting events, artistic performances, farmer's markets and other such forms of organized entertainment and community events are encouraged

and allowed within the entertainment district, subject to compliance with all applicable health and safety regulations and approved through the special event permitting process.

SECTION 3. 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 3. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

SECTION 4. Administrative Correction. Regardless of whether such inclusion in the Code as described in Section 6 is accomplished, 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 Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 5. Codification. The text of Section 2 of this ordinance shall be codified as a part of the St. Cloud City Code. The codifier is authorized to make editorial changes not effecting the substance of this ordinance by the substitution of "article" for "ordinance", "section" for "paragraph", or otherwise to take such editorial license.

SECTION 6. Publication and Effective Date. This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.

FIRST READING ON THE 12th DAY OF FEBRUARY 2026
SECOND READING ON THE 9th DAY OF APRIL 2026

PASSED AND ADOPTED by the City Council of the City of St. Cloud, this 9th day of April 2026.

CITY OF ST. CLOUD

_____
Christian B. Robertson, Mayor

ATTEST:

_____
Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED:
de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP

_____
Daniel F. Mantzaris, City Attorney

Meeting: April 9, 2026

Agenda Item Type: Public Hearings
Ordinance No. 2026-17 Accessory Dwelling Unit

Community Development Agenda Item:
FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-17, an ordinance of the City Council of the City of St. Cloud, Florida, Amending Chapter 3, Article 4, "Agricultural Zoning Districts"; Article 5, "Residential Zoning Districts"; and Article 14, "Use Regulations," Section 3.14.30 "Accessory Dwelling Units (ADU)" of the Land Development Code. Providing for severability, conflicts, codification, publication and an effective date.(Above is full title)
ACTION ON ORDINANCE NO. 2026-17

Strategic Key Focus Areas:
High-Performing Government

Background Information:
On November 9, 2023, the City Council approved Ordinance No. 2023-45 approving the standards for Accessory Dwelling Units (ADUs) in the City limits. On January 9, 2025, the City Council requested the ordinance be amended to address the established parking and impact fee requirements. Currently, Ordinance No. 2023-45 requires two additional off-street parking spaces for any accessory dwelling unit. The ordinance also includes language that requires any accessory dwelling unit built must be assessed for impact fees at the Single-Family dwelling rate.

The proposed Ordinance No. 2026-17 amends the following: removes the parking and impact fee requirements; establishes the language for Accessory Dwelling Units to reflect that they are permitted accessory uses within the Agricultural and Residential Zoning Districts sections of the Land Development Code; and adds language to the architectural standards to prohibit garages on detached ADUs.

Legal Authority:
Per section 1.1.7 of the Land Development Code, the legislative body of the city is the City Council and has the final authority and responsibility for the adoption and enforcement of regulations for the development of land which are based on, related to, and are a means of implementation for the adopted comprehensive plan required by the laws of this state.

Budget and Recommendation:
There is no cost associated with this item.

On March 17, 2026, the Planning Commission – Motion to recommend approval by Grigsby. Seconded by Alexander. Passed 4-0.

Staff reviewed this request on or before March 12, 2026, with no objections. Staff recommends

APPROVAL of Ordinance No. 2026-17- for the amendment of Chapter 3, Article 4, "Agricultural Zoning Districts"; Article 5, "Residential Zoning Districts"; and Article 14, "Use Regulations," Section 3.14.30 "Accessory Dwelling Units (ADU)" of the Land Development Code. Providing for severability, conflicts, codifications, publications, and an effective date.

Finance Director's Comments:
N/A

Procurement Director's Comments:
N/A

City Manager's Comments:
City Manager recommends approval

City Council Action:
04/09/26 - Final Action
03/12/26 - Motion to approve the First Reading & Introduction by Fletcher. Seconded by Urban. Passed 4-1 Deputy Mayor Gilbert voted nay.

Attachments:
1. CDA26-00002 Accessory Dwelling Unit LDC Amendment Staff Report 040926 CC
2. CDA26-00002 Ordinance No. 2026-17 040926 CC
3. CDA26-00002 Ordinance No. 2026-17 Business Impact Estimate 040926 CC

MEMORANDUM REPORT
FOR CITY COUNCIL – ON APRIL 9, 2026

To: Mayor Robertson and City Council Members

From: Tisha Manning, MBA, CBTO, Interim Director of Community Development

Subject: Accessory Dwelling Unit (ADU) CDA26-00002 – Land Development Code Amendment

Date: April 9, 2026

REQUEST: The request is to approve **Ordinance No. 2026-17** for the amendment of Chapter 3, Article 4, "Agricultural Zoning Districts"; Article 5, "Residential Zoning Districts"; and Article 14, "Use Regulations," Section 3.14.20 "Accessory Dwelling Units (ADU)" of the Land Development Code.

BACKGROUND: On November 9, 2023, the City Council approved Ordinance No. 2023-45 approving the standards for Accessory Dwelling Units (ADUs) in the City limits. On January 9, 2025, the City Council requested the ordinance be amended to address the established parking and impact fee requirements. Currently, Ordinance No. 2023-45 requires two additional off-street parking spaces for any accessory dwelling unit. The ordinance also includes language that requires any accessory dwelling unit built must be assessed for impact fees at the Single-Family dwelling rate.

The proposed Ordinance No. 2026-17 amends the following: removes the parking and impact fee requirements; establishes the language for Accessory Dwelling Units to reflect that they are permitted accessory uses within the Agricultural and Residential Zoning Districts sections of the Land Development Code; and adds language to the architectural standards to prohibit garages on detached ADUs.

STRATEGIC PLAN GOALS:
The proposed amendment to the Land Development Code meets the intent of the following City of St. Cloud Strategic Goal:

> ***High-Performing Government:*** *To focus on the continuity and sustainability of core public services; become an employer of choice; and be on the cutting-edge of technology.*

STAFF RECOMMENDATION:
Staff reviewed this request on or before March 12, 2026, with no objections. Staff recommends **APPROVAL** of Ordinance No. 2026-17- for the amendment of Chapter 3, Article 4, "Agricultural Zoning Districts"; Article 5, "Residential Zoning Districts"; and Article 14, "Use Regulations," Section 3.14.30 "Accessory Dwelling Units (ADU)" of the Land Development Code. Providing for severability, conflicts, codifications, publications, and an effective date.

PLANNING COMMISSION RECOMMENDATION:
On March 17, 2026, the Planning Commission – Motion to recommend approval by Grigsby. Seconded by Alexander. Passed 4-0.

CITY COUNCIL REQUESTED ACTION:
Per section 1.1.7 of the Land Development Code, the legislative body of the city is the City Council and has the final authority and responsibility for the adoption and enforcement of regulations for the development of land which are based on, related to, and are a means of implementation for the adopted comprehensive plan required by the laws of this state.

On March 12, 2026 – Motion to approve the First Reading & Introduction by Fletcher. Seconded by Urban. Passed 4-1 Deputy Mayor Gilbert voted nay.

Attachments: Ordinance No. 2026-17
Business Impact Analysis

RETURN TO:
CITY OF ST. CLOUD
COMMUNITY DEVELOPMENT DEPT.
1300 9TH STREET
ST. CLOUD, FL 34769

ORDINANCE NUMBER 2026-17

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AMENDING CHAPTER 3, ARTICLE 4, "AGRICULTURAL ZONING DISTRICTS"; ARTICLE 5, "RESIDENTIAL ZONING DISTRICTS"; AND ARTICLE 14, "USE REGULATIONS," SECTION 3.14.30 "ACCESSORY DWELLING UNITS (ADU)" OF THE LAND DEVELOPMENT CODE. PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council, in an effort to provide a range of housing types and opportunities attainable by households of varying needs and income levels, desires to updated the standards required for Accessory Dwelling Units in residential zoning districts; and

WHEREAS, the City of St. Cloud held a public hearing, with all required advertisement, on April 9, 2026, for the purpose of providing recommendations to the City Council regarding the Ordinance amending the Land Development Code and recommended that the City Council adopt the Ordinance amending the Land Development Code standards for Accessory Dwelling Units,

WHEREAS, the Planning Commission held a public hearing on this request on March 17, 2026 at which it made the recommendation of APPROVAL; and

WHEREAS, The City of St. Cloud wishes to allow the implementation of Accessory Dwelling Units throughout the City, while also preserving the character of the residential zoning districts.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, as follows:

SECTION 1.

Article 4 – AGRICULTURAL ZONING DISTRICT

3.4.1. A, Agriculture District.

A. *Description of district.* The lands included within the agriculture district are intended to provide for an agricultural district where the predominant character of the land is for agricultural use or for large lot agricultural estate development which is located primarily on the fringe of urban growth or pockets within such growth where the predominant character of urban development has not yet been fully established, or the future development of which is uncertain. The regulations in this district are intended to provide for primary agricultural use while at the same time preventing the creation of conditions which would become a nuisance or possible safety hazard and which would generate high levels of traffic.

B. *Permitted uses.* Only the following uses are permitted in this zoning district as follows:

1. *Primary uses.*

USES	A
Adult family care home (fewer than 4 occupants)	P
Airports, public or private	C
Animals, farm (the raising or storage of)	P[1]
Arboretums, publicly owned and/or controlled	P
Aviaries	P
Beekeeping (non-commercial)	P
Boathouses & boat docks as accessory uses, providing roof of boat house does not exceed 15 feet above the mean high-water line	P
Cemeteries	C
Citrus/other fruit crops cultivation, production & horticulture	P
City government offices & facilities	P
Commercial kennels, stables or similar boarding facilities (including breeding)	P
Communication facilities, including towers (see section 3.14.29)	P[2]
Community garden	P
Community residential home (up to 7 occupants)	P
Dwellings, single-family, including their customary accessory uses	P
Family day care home	P
Fire stations	P
Foster care facilities	P
Foster group homes	C
General farming for personal needs	P
Golf courses, publicly owned and/or controlled	P
Golf courses/country clubs, privately owned, not including miniature golf courses, practice driving ranges, or par-3 courses	C
Government-owned or operated building or use, excluding public utility and service structures	P
Grazing and pasturing of animals	P
Guesthouse or cottage	P
Home occupations	P

Keeping and breeding of exotic birds	C
Landfills	C
Livestock/grazing animals	P[1]
Manufactured home	P
Neighborhood recreation areas, when approved as part of a subdivision plat	P
Parks, parkways, publicly owned and/or controlled	P
Places of worship, with their attendant education/recreational buildings, including schools	C
Plant nurseries & greenhouses, not involved with retail sales to the general public	P
Police stations	P
Public schools	P
Public utility and service structures	C
Recreation areas and land resources, publicly owned and/or controlled	P
Schools, private and parochial	C
Small animals, birds, and fowl	P[1]
Zoos, public	P
P = Permitted use by-right C = Conditional use	

Notes:

[1] See requirements of City Code Chapter 8 that requires adherence to certain locational and operational standards.

[2] Development and design standards apply.

2. *Accessory uses.* Uses and structures which:

a. Meet the provisions of section 3.3.1.B.2;

b. Do not involve the conduct of business on the premises except as provided herein; and

c. Are not of a nature likely to attract visitors in larger numbers than would normally be expected in this zoning district; or

d. Exist as an Accessory Dwelling Unit, either as part of the principal building or as an accessory building that is secondary and incidental to the primary use of the property. An accessory dwelling unit must have a separate kitchen, bathroom, and sleeping area and shall be developed in accordance with the standards set forth in section 3.14.30.

Accessory Dwelling Units are permitted accessory uses in this zoning district.

c. *Development/lot requirements.*

District	Use	Minimum Site Area (sq. ft.)	Minimum Lot Width (ft.)	Dwelling Size Minimum Gross Floor Area (sq. ft.)	Maximum Lot Coverage (primary structure)	Maximum Impervious Coverage	Maximum Density (dwelling units per acre)
A	Agricultural	43,560	125	900	N/A	80%	N/A

D. *Yard requirements.*

District	Use	Front Setback on Primary Street (ft.)	Side Setback (ft.)	Side Setback on Secondary Street (ft.)	Rear Setback (ft.)	Waterfront Setback (ft.)[1]
A	Agricultural	35	20	35	25	N/A
Notes:[1] Waterfront measured from mean-high-water line.						

E. *Height requirement.*

District	Use	Maximum Building Height (ft.)
A	Agricultural	35[1]
Notes: [1] structures concurrent to the operation of an agriculture enterprise may exceed the above height limit with the approval of the city manager or his designee.		

F. *Accessory buildings.* Accessory buildings and structures which are ancillary to the agricultural use shall maintain the same front and side yards as the main structure; however, they shall not project beyond the established building line. Rear yards shall be a minimum of 15 feet.

More than one dwelling unit may be allowed on agriculturally zoned property provided such unit is ancillary to the agricultural use or is in keeping with the uses normally found on agricultural land and for each dwelling unit a minimum of 43,560 square feet of site area shall be required. (A dwelling unit may include a mobile/manufactured home.) <u>In the case of Accessory Dwelling Units, the same front and side yard setbacks as the main structure shall apply, however if the unit is detached from the principal structure, the rear yard shall be a minimum of ten feet from the rear property line.</u>

G. Minimum recreation and open space. See chapter 4, article 9 of this LDC.

H. *Fences.* Fences in an agricultural zoning district shall not be restricted as for other residential zoning districts. Fences shall be allowed to be constructed and maintained around the entire perimeter of the property with the height limited to eight feet provided all sight distances are maintained on corner lots.

I. *Medical marijuana cultivation and processing.* Medical marijuana cultivation and processing as defined in section 8.2.2 of the Land Development Code is permitted as a conditional use in the agricultural district.

SECTION 2.

Article 5 – RESIDENTIAL ZONING DISTRICTS

3.5.1. R-E, R-1, R-1A, and R-1B, Single-Family Dwelling District.

A. *Description of district.* These districts comprise certain lands, water, and structures having a low density of development; they are single-family residential in character and have additional open space where it is desirable and likely that such similar development will occur and continue. Uses are limited primarily to single-family dwellings and such non-residential uses as are intended to provide service to the immediate and adjacent areas.

B. *Permitted uses.* Only the following uses are permitted in this zoning district as follows:

1. *Primary uses*

USES	R-E	R-1	R-1A	R-1B
Adult family care home (fewer than 4 occupants)	P	P	P	P
Boathouses & boat docks as accessory uses, providing roof of boat house does not exceed 15 feet above the mean high-water line	P	P	P	P
City government offices & facilities	P	P	P	P
Community residential home (up to 7 occupants)	P	P	P	P
Dwellings, single-family, including their customary accessory uses	P	P	P	P
Family day care home	P	P	P	P
Fire stations	C	C	C	C
Foster care facilities	P	P	P	P
Foster group homes	C	C	C	C
Golf courses, publicly owned and/or controlled	P	P	P	P
Golf courses/country clubs, privately owned, not including miniature golf courses, practice driving ranges, or par-3 courses	C	C	C	C
Guesthouse or cottage	P			
Home occupations	P	P	P	P
Keeping and breeding of exotic birds	C	C	C	C
Libraries, community	C	C	C	C
Model sales centers	P	P	P	P
Neighborhood recreation areas, when approved as part of a subdivision plat	P	P	P	P
Parks, parkways, publicly owned and/or controlled	P	P	P	P
Places of worship, with their attendant education/recreational buildings, including schools	C	C	C	C
Police stations	C	C	C	C
Public schools	P	P	P	P

Public utility and service structures	C	C	C	C
Recreation areas and land resources, publicly owned and/or controlled	P	P	P	P
Schools, private and parochial	C	C	C	C
P = Permitted use by-right C = Conditional use				

2. *Accessory uses.* Uses and structures which:

a. Meet the provisions of section 3.3.1.B.2;

b. Do not involve the conduct of business on the premises except as provided herein; and

c. Are not of a nature likely to attract visitors in larger numbers than would normally be expected in this zoning district; or

d. Exist as an Accessory Dwelling Unit, either as part of the principal building or as an accessory building that is secondary and incidental to the primary use of the property. An accessory dwelling unit must have a separate kitchen, bathroom, and sleeping area and shall be developed in accordance with the standards set forth in section 3.14.30.

Accessory Dwelling Units are permitted accessory uses in this zoning district.

C. *Development/lot requirements.*

District	Use	Minimum Site Area (sq. ft.)	Minimum Lot Width (ft.)	Dwelling Size Minimum Gross Floor Area (sq. ft.)	Maximum Lot Coverage	Maximum Impervious Coverage	Maximum Density (dwelling units per acre)
R-E	Single-family	15,000	100[1]	1,600	50%[2]	80%	4
R-1	Single-family	10,000	75[1]	1,000	50%[2]	80%	4
R-1A	Single-family	9,000	62.5[1]	1,000	50%[2]	80%	4
R-1B	Single-family	7,500	62.5[1]	1,000	50%[2]	80%	4

Notes:
[1] See section 4.6.4 for additional regulations regarding lot widths for corner residential lots.
[2] In no case shall total maximum lot coverage exceed 50 percent for ALL primary AND accessory surfaces.

D. *Yard requirements.*

District	Use	Front Setback on Primary Street (ft.)	Side Setback (ft.)	Side Setback on Secondary	Rear Setback (ft.)	Waterfront Setback (ft.)[1]

				Street (ft.)		
R-E	Single-family	25	15	25	25	30
R-1	Single-family	25	10	15	25	25
R-1A	Single-family	25	7.5	15	25	25
R-1B	Single-family	25	5	15	25	25
Notes: [1] Waterfront measured from mean-high-water line.						

1. *Accessory dwelling unit setbacks shall be as shown below:*

   a. Attached: the front, side, and rear yard setback shall be the same as those required for the principal structure.

   b. Detached: Minimum of ten feet from the rear property line. Front and side yard setbacks shall be the same as those required for the principal structure.

***

3.5.2. R-2 Zone, Single-family and Two-family Dwelling District, and R-2A, Single-Family Dwelling District.

A. *Description of district.* The R-2 zone is composed of certain areas intended to provide more intensive land use than single-family districts. Provision is made for the erection of duplex dwelling structures but no multifamily structures. These districts are situated so that they are well served by public and commercial services and have convenient access to thoroughfares and collector streets.

The R-2A zone is composed of certain areas intended to allow an increase in density by allowing smaller lots but limiting the uses to single-family residences.

B. *Permitted uses.* Only the following uses are permitted in this zoning district as follows:

1. *Primary uses.*

USES	R-2	R-2A
Adult family care home (fewer than 4 occupants)	P	P
Boathouses & boat docks as accessory uses, providing roof of boat house does not exceed 15 feet above the mean high-water line	P	P
Child care center	C	C
City government offices & facilities	P	P
Community residential home (up to 7 occupants)	P	P
Dwellings, single-family, including their customary accessory uses	P	P
Dwellings, two-family or duplex	P	
Family day care home	P	P
Fire stations	C	C
Foster care facilities	P	P
Foster group homes	C	C
Golf courses, publicly owned and/or controlled	P	P

Golf courses/country clubs, privately owned, not including miniature golf courses, practice driving ranges, or par-3 courses	C	C
Home occupations	P	P
Keeping and breeding of exotic birds	C	C
Libraries, community	C	C
Model sales centers	P	P
Neighborhood recreation areas, when approved as part of a subdivision plat	P	P
Parks, parkways, publicly owned and/or controlled	P	P
Places of worship, with their attendant education/recreational buildings, including schools	C	C
Police stations	C	C
Public schools	P	P
Public utility and service structures	C	C
Recreation areas and land resources, publicly owned and/or controlled	P	P
Schools, private and parochial	C	C
Universities and colleges, public or private	C	C
P = Permitted use by-right C = Conditional use		

2. *Accessory uses.* Uses and structures which:

   a. Meet the provisions of section 3.3.1.B.2;

   b. Do not involve the conduct of business on the premises except as provided herein; and

   c. Are not of a nature likely to attract visitors in larger numbers than would normally be expected in this zoning district; or

   d. Exist as an accessory dwelling unit, either as part of the principal building or as an accessory building that is secondary and incidental to the primary use of the property. An accessory dwelling unit must have a separate kitchen, bathroom, and sleeping area and shall be developed in accordance with the standards set forth in section 3.14.30.

      Accessory Dwelling Units are permitted accessory uses in this zoning district.

C. *Development/lot requirements.*

District	Use	Minimum Site Area (sq. ft.)	Minimum Lot Width (ft.)	Dwelling Size Minimum Gross Floor Area (sq. ft.)	Maximum Lot Coverage (primary structure)	Maximum Impervious Coverage	Maximum Density (dwelling units per acre)
R-2	Single-family	7,500	62.5[1]	1,000	50%[2]	80%	8
	Duplex	11,250	75[1]	1,800[3]	50%[2]	80%	8
	Non-dwelling	11,250	75	N/A	50%[2]	80%	8

R-2A	Single-family	7,500	62.5[1]	1,000	50%[2]	80%	8

Notes:
[1] See section 4.6.4 for additional regulations regarding lot widths for corner residential lots.
[2] In no case shall total maximum lot coverage exceed 50 percent for ALL primary and accessory surfaces.
[3] No units less than 900 square feet.

D. *Yard requirements.*

District	Use	Front Setback on Primary Street (ft.)	Side Setback (ft.)	Side Setback on Secondary Street (ft.)	Rear Setback (ft.)	Waterfront Setback (ft.)[1]
R-2	Single-family	25	5	15	25	25
	Duplex	25	5	15	25	25
	Non-dwelling	25	5	15	25	25
R-2A	Single-family	25	5	15	25	25
Notes: [1] Waterfront measured from mean-high-water line.						

1. *Accessory dwelling unit setbacks shall be as shown below:*

   a. Attached: the front, side, and rear yard setback shall be the same as those required for the principal structure.
   b. Detached: Minimum of ten feet from the rear property line. Front and side yard setbacks shall be the same as those required for the principal structure.

***

3.5.3. R-3 and R-4 Multiple Family Dwelling Districts.

A. *Description of district.* These districts are composed of certain medium and high-density residential areas, plus open space and recreation areas required to service such density, where it is likely and desirable to extend such type of development as identified in the city comprehensive plan. These districts may also serve as a mitigation district for those lands which restrict development activity because of particular conservation concerns as identified in the city comprehensive plan. Due to the higher-than-average concentration of persons and vehicles, these districts are situated where it is well serviced by public and commercial services. Also included in this district are architecturally integrated subdivisions, townhouses, cluster subdivisions and condominium projects.

B. *Permitted uses.* Only the following uses are permitted in this zoning district as follows:

1. *Primary uses.*

USES	R-3	R-4
Adult congregate living facilities	C	C
Adult day care centers	C	C
Adult family care home (fewer than 4 occupants)	P	P

Architecturally integrated subdivision	P	P
Boathouses & boat docks as accessory uses, providing roof of boat house does not exceed 15 feet above the mean high-water line	P	P
Child care center	C	C
City government offices & facilities	P	P
Cluster homes	P	P
Community residential home (up to 7 occupants)	P	P
Community residential home (8 to 14 occupants)	C	C
Convalescent homes	C	C
Dwellings, multifamily	P	P
Dwellings, single-family	P	P
Dwellings, two-family or duplex	P	P
Family day care home	P	P
Fire stations	C	C
Foster care facilities	P	P
Foster group homes	C	C
Golf courses, publicly owned and/or controlled	P	P
Golf courses/country clubs, privately owned, not including miniature golf courses, practice driving ranges, or par-3 courses	C	C
Historical and cultural institutions	C	C
Home occupations	P	P
Hospitals	C	C
Housing for institutional employees	C	C
Keeping and breeding of exotic birds	C	C
Libraries and museums, regional	C	C
Libraries, community	C	C
Model sales centers	P	P
Neighborhood recreation areas, when approved as part of a subdivision plat	P	P
Nursing homes and related health care facilities	C	C
Orphanages	C	C
Parks, parkways, publicly owned and/or controlled	P	P
Places of worship, with their attendant education/recreational buildings, including schools	P	P
Police stations	C	C
Public schools	P	P
Public utility and service structures	C	C
Recreation areas and land resources, publicly owned and/or controlled	P	P
Sanitariums	C	C
Schools, private and parochial	P	P
Senior living centers	C	C
Townhouse	P	P
Universities and colleges, public or private	P	P
P = Permitted use by-right C = Conditional use		

2. *Accessory uses.*

a. Uses and structures that meet the following provisions shall be considered accessory and therefore permitted if they:

(1) Meet the provisions of section 3.3.1.B.2;

(2) Do not involve the conduct of business on the premises except as provided herein; and

(3) Are not of a nature likely to attract visitors in larger numbers than would normally be expected in this zoning district; or

(4) Exist as an accessory dwelling unit, either as part of the principal building or as an accessory building that is secondary and incidental to the primary use of the property. An accessory dwelling unit must have a separate kitchen, bathroom, and sleeping area and shall be developed in accordance with the standards set forth in section 3.14.30.

Accessory Dwelling Units are permitted accessory uses in this zoning district.

b. Permitted accessory uses and structures for single-family, two-family (duplex) and cluster subdivision structures within the R-3 and R-4 zoning districts shall meet the requirements under section 3.3.1, "General provisions for agricultural and residential zoning districts."

c. Permitted accessory uses and structures for multifamily, condominium projects, townhouses or architecturally integrated subdivision units shall be designed exclusively for the use of the complex residents and shall, except for carports and/or garages, be located within the complex and not on the perimeter.

C. *Development/lot requirements.*

District	Use	Minimum Site Area (sq. ft.)	Minimum Lot Width (ft.)	Dwelling Size Minimum Gross Floor Area (sq. ft.)	Maximum Lot Coverage	Maximum Impervious Coverage	Maximum Density (dwelling units per acre)
R-3	Single-family[1]	7,600	62.5[2]	1,000	50%[3]	80%	10[4]
	Duplex	11,260	75[2]	1,800[5]	35%[3]	80%	10[4]
	Townhouse	4,366[6]	N/A[7]	900	35%[3]	80%	10[4]
	Multi-family	4,366[6]	N/A[7]	900	35%[3]	80%	10[4]
	Cluster	6,000[6]	50	1,000	35%[3]	80%	10[4]
	Non-dwelling	16,000	100	N/A	35%[3]	80%	N/A
R-4	Single-family[1]	7,600	72.5[2]	1,000	50%[3]	80%	18[4]

	Duplex	10,000	75[2]	1,800[5]	35%[3]	80%	18[4]
	Townhouse	2,420[6]	N/A[7]	900	35%[3]	80%	18[4]
	Multi-family	2,420[6]	N/A[7]	900	35%[3]	80%	18[4]
	Cluster	6,600[6]	50	1,000	35%[3]	80%	18[4]
	Non-dwelling	16,000	100	N/A	35%[3]	80%	N/A

Notes:
[1] Applies to single-family detached lots created prior to the effective date of the Ordinance No. 2001-40 and to properties annexed after that effective date.
[2] See section 4.6.4 for additional regulations regarding lot widths for corner residential lots.
[3] In no cases shall total maximum lot coverage exceed 50 percent for ALL primary AND accessory structures.
[4] Density to be set at time of zoning.
[5] No units less than 900 square feet.
[6] Minimum site area multiplied times number of units.
[7] Site specific project master plan or site plan overrides this criterion.

D. *Yard Requirements.*

1. Setback regulations for single-family, two-family (duplex) and cluster home subdivisions shall be as shown below:

District	Use	Front Setback on Primary Street (ft.)	Side Setback (ft.)	Side Setback on Secondary Street (ft.)	Rear Setback (ft.)	Waterfront Setback (ft.)[1]
R-3	Single-family[1]	25	5	15	25	25
	Duplex	25	5	15	25	25
	Townhouse	25	5	15	25	25
	Multi-family	[2]	[2]	[2]	[2]	[2]
	Cluster	25	5	15	25	N/A
	Non-dwelling	[2]	[2]	[2]	[2]	[2]
R-4	Single-family[1]	25	5	15	25	N/A
	Duplex	25	5	15	25	N/A
	Townhouse	25	5	15	25	N/A
	Multi-family	[2]	[2]	[2]	[2]	[2]
	Cluster	20	5	15	20	N/A
	Non-dwelling	[2]	[2]	[2]	[2]	N/A

Notes:
[1] Applies to single-family detached lots created prior to the effective date of the Ordinance No. 2001-40 and to properties annexed after that effective date.
[2] See section 3.5.3.D.2 below.

2. Multiple-family dwellings, townhouses, condominium projects, architecturally integrated subdivisions and non-dwelling structure setback regulations shall be as shown below:

Project adjacent to	R-3			R-4		
	Structure setback to lot line (in feet)			Structure setback to lot line (in feet)		
	Front	Side	Rear	Front	Side	Rear
High Density Residential Land Use	25	25	25	25	25	25
Medium Density Residential Land Use	25	25	25	50	50	50
Low Density Residential Land Use & Agricultural Land Use	30	30	30	60	60	60
Commercial Land Use	25	25	25	25	25	25
Professional Private & Public Institutional Land Use & Recreation Land Use	25	25	25	25	25	25
Industrial Land Use	35	35	35	35	35	35
Conservation Land Use	A minimum of 35 feet plus additional setbacks			A minimum of 35 feet plus additional setbacks		
Collector or Arterial Roadway	25	25	25	35	35	35
Local Roadway	25	25	25	35	35	35
Notes: Setbacks from roadways are to be measured from future rights-of-way and/or right-of-way easements.						

3. Setback regulations for Accessory Dwelling Units shall be as shown below:

   a. Attached: the front, side, and rear yard setback shall be the same as those required for the principal structure.
   b. Detached: Minimum of ten feet from the rear property line. Front and side yard setbacks shall be the same as those required for the principal structure.

SECTION 3.

Article 14 - USE REGULATIONS

3.20.38. – Accessory Dwelling Units (ADU)

A. *Necessity and intent.*

1. There is a need for regulations and standards for ADUs within the City that provide an opportunity for smaller households to have housing options and provide affordable rental options while protecting the stability, property values and single-family residential character of neighborhoods. These standards apply to all attached and detached accessory dwelling units (ADUs) throughout the City. In support of this concept, the State of Florida enacted Section 163.31771 F.S., which enables a local government to permit ADUs to help meet their affordable housing needs.

B. *Number of ADUs permitted.* One (1) Accessory Dwelling Unit (attached or detached) is permitted per parcel. Provided, however, a permit shall not be issued by the City for any property upon which exists a violation of any City Code or Land Development Code provision.

C. *Density Calculation.*

1. An ADU is exempt from density calculations.

D. Maximum Size.

1. For lots less than one acre. The maximum living area for an ADU shall be sixty percent (60%) of the principal dwelling unit but shall not exceed 1,000 square feet.

2. For lots one acre or greater. The maximum living area for an ADU shall be 60% of the principal dwelling unit.

E. *Dimensional Standards.*

1. Attached ADUs shall meet the assigned zoning district's setbacks residential dimensional requirements, per Table III-4, Development Regulations by Zoning District.

2. Detached ADUs shall meet the assigned zoning district's front and side yard requirements. The rear yard setback for detached ADU's shall be a minimum of 10' from the property line.

3. The maximum height for detached ADUs shall not exceed the height of the principal structure.

F. ~~*Parking Requirements.*~~

~~1. A minimum of two (2) off-street parking spaces shall be provided for the ADU, in addition to the required parking for the principal dwelling unit in accordance with the Off-street and Bicycle Parking Requirement section of the Land Development Code except:~~

~~a. Single-family homes constructed before 1995 in the downtown grid area, the required parking calculation for the principal dwelling unit shall be two (2) off-street parking spaces.~~

~~G.~~F. *Architectural Standards.*

1. Architectural design and exterior finishes of accessory structures shall be consistent and compatible with the principal building. Must have a complementary appearance to that of the principal structure such as wood, stone, and/or manufactured products such as brick, stucco, or decorative concrete block.

2. Entrance features. An ADU is permitted a main entrance in the front façade of the principal structure if the ADU and primary is a shared entryway, if not, the entryway shall be located at

the side or rear of the principal structure. This entryway shall contain only one main door on the front façade of the principal structure. An exterior stairway to an ADU, if proposed, shall not be constructed on the front or street side of the principal dwelling unit.

3. Architectural elements such as awnings, parapets, decorative molding, and windows may be utilized to create compatibility and consistency between the appearance of the principal dwelling unit and the ADU.

4. All applications for ADU shall provide architectural drawings of the proposed structure and photographs showing the complete front facade of the existing principal structure.

5. Building Elevations shall be provided for review prior to issuance of permits.

6. Detached ADUs may not include garages.

~~H.~~G. *Occupancy Standards*

1. The permitted ADU hereunder or the primary structure located on the property shall not be leased or rented for consideration of any kind, unless the record title owner of the property permanently resides in the primary structure or the ADU. Continuance maintenance of a homestead ad valorem tax exemption for the property in the name of the owner shall be prima facia evidence of compliance with this requirement. Nothing herein shall authorize or permit rental or leasing of the primary structure or ADU as a short-term rental (30 consecutive days or less).

~~I. *Impact Fees.*~~

~~1. ADUs permitted hereunder shall be charged or incur impact and mobility fees, including Educational System Impact Fees, calculated at the applicable single-family rate.~~

~~J.~~H. *Addressing and Utilities*.

1. The ADU is required to have an address and be posted on the unit. If the ADU is located in the rear of the property, the address numbers shall be posted in the principal structure and be visible from the street.

2. ADU may have a separate utility meter, however, it is not required.

~~K.~~I. *Variances and Nonconformities.*

1. For nonconforming structures and lots, an ADU shall not be considered an accessory structure as set forth in Section 3.20.18 of the Land Development Code as amended or renumbered. An ADU shall only be permitted if the ADU meets all current applicable City and Land Development Code provisions.

2. Variances for height, setbacks, and dwelling size shall not be considered for ADUs.

~~L.~~J. *Building Code.* Must comply with the adopted Florida Building Code.

~~M.~~K. *Deed restrictions.* As a condition precedent to the issuance of a building permit for an ADU, the property owner shall at the owner's expense record in the public records of Osceola County a declaration or encumbrance of restrictions in a format and with a certification of ownership as approved by the city attorney.

SECTION 4.
Scrivener's Errors. The City Clerk, after consultation with the City Attorney, is authorized to correct scrivener's errors found by filing a corrected copy of this ordinance in the office records of the City.

SECTION 5.
Severability. It is declared to be the intent of the City Council that, if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 6.
Conflict. All codes and ordinances of the City in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 7.
Codification. This Ordinance shall be codified in the City Code for the City of St. Cloud, Florida. The codifier is authorized to make editorial changes not affecting the substance of this ordinance in the substitution of "article" for "ordinance", "section" for "paragraph", or otherwise take such editorial license.

SECTION 8.
Administrative Correction. Sections I and II of the 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 Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 9.
Publication and Effective Date. This Ordinance shall be published as provided by law and shall become law and shall take effect on the date of its Second Reading and Final Passage.

First Reading this 12th day of March 2026.
Second Reading this 9th day of April 2026.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, this 9th day of April, 2026.

CITY OF ST. CLOUD

_____
Christian B. Roberston, Mayor

ATTEST:

_____
Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED:
De Beaubien, Simmons, Knight, Mantzaris & Neal, LLP

_____
Daniel F. Mantzaris, City Attorney

BUSINESS IMPACT ESTIMATE
ORDINANCE NO. 2026-17

TO: Mayor Robertson and City Council Members

FROM: Tisha Manning, MBA, CBTO, Zoning Manager

DATE: April 9, 2026

SUBJECT: Ordinance No. 2026-17 - Business Impact Estimate

Section 166.041, *Florida Statutes*, effective July 1, 2023, requires the City prepare (or cause to be prepared) a business impact estimate prior to final consideration of an ordinance, subject to exemptions noted in the Law. The new law requires that the business impact estimate be posted on the City's website at the time of the published notice of the City Council's final consideration of the ordinance, or ten (10) days prior to the adoption public hearing, whichever is longer. Ordinance No. 2026-17 is proposed to be adopted by the City on April 09, 2026, and is subject to this new requirement. Following are the categories required to be addressed for the proposed ordinance based on the new legislation:

1. **Summary of proposed Ordinance No.: 2026-17.**

   It is the purpose of this ordinance to amend Chapter 3, Article 4, "Agricultural Zoning Districts"; and Article 5, "Residential Zoning Districts"; and Article 14, "Use Regulations," Section 3.14.30 "Accessory Dwelling Units (ADU)" of the Land Development Code. Providing for severability, conflicts, codifications, publication, and an effective date.

2. **Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the city**

   a. **Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.**

   The proposed ordinance should have no effect on any business located within the city. Accessory Dwelling Units are currently only permitted in residential zoning districts, so the proposed ordinance does not effect businesses.

   b. **Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.**

   The proposed ordinance does not identify any new charges or fees on businesses.

c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

The City will not collect any regulatory cost should this ordinance be adopted.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

The ordinance should have no impact on any business within the City limits. This ordinance amends the parking standards, impact fee requirements, and architectural standards of Accessory Dwelling Units, which are only permitted within residential zoning districts.

4. Any additional information the board determines may be useful.

This amendment was requested by City Council at the 01/09/2025 City Council meeting.

Meeting: April 9, 2026

Agenda Item Type: Public Hearings
Ordinance No. 2026-18 Burn Ban

City Clerk Agenda Item:
FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-18, an ordinance of the City Council of the City of St. Cloud, Osceola County, Florida, amending chapter 24 "environment" article IX "open burning", section 24-308 "emergency prohibition of burning or use of fireworks and related actions" to define "dangerous environmental conditions"; providing for conflict, severability, administrative correction, codification, publication and effective date.(Above is full title) **ACTION ON ORDINANCE NO. 2026-18.**

Strategic Key Focus Areas:
Effective Community Safety

Background Information:
The City of St. Cloud, as well as the unincorporated areas of Osceola County are experiencing drought-like conditions. The conditions have substantially increased the risk of fires and, as such, are a threat to public safety and health. This ordinance establishes a ban on all outside fires.

Legal Authority:
Section 2(b), Article VIII of the Constitution of the State of Florida, and Section 166.021(1) and (3), Florida Statutes

Budget and Recommendation:
No cost associated with this item.

Staff recommends **APPROVAL** of Ordinance No. 2026-18.

Finance Director's Comments:
N/A

Procurement Director's Comments:
N/A

City Manager's Comments:
City Manager recommends approval

City Council Action:
Final Action-4/9/2026

Attachments:
1. Ordinance No. 2026-18 Burn Ban

ORDINANCE NUMBER 2026 - 18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, OSCEOLA COUNTY, FLORIDA, AMENDING CHAPTER 24 "ENVIRONMENT" ARTICLE IX "OPEN BURNING", SECTION 24-308 "EMERGENCY PROHIBITION OF BURNING OR USE OF FIREWORKS AND RELATED ACTIONS" TO DEFINE "DANGEROUS ENVIRONMENTAL CONDITIONS"; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION, CODIFICATION, PUBLICATION AND EFFECTIVE DATE.

WHEREAS, Chapter 166 of the Florida Statutes and Article VIII of the Florida Constitution authorizes the legislative body of each municipality to enact ordinances to protect the health, safety, and welfare of its residents.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ST. CLOUD HEREBY ORDAINS:

Section 1. Chapter 24, "ENVIRONMENT", Article IX "Open Burning", Section 24-308 "Emergency prohibition of burning or use of fireworks and related actions" of the St. Cloud City Code, is hereby amended to read as follows: (underlined indicates added language and ~~strike through~~ indicates deleted language)

Sec. 24-308. Emergency prohibition of burning or use of fireworks and related actions.

For purposes of this Sec. 24-308 a "dangerous environmental condition" shall be defined as an environmental condition where the drought index exceeds 500 and/or the Fire Chief or Fire Marshal has determined that due to other conditions open burning poses a serious threat to the public health, safety and welfare. In the event a Dangerous Environmental Condition exists the following apply:

(a) The Fire Chief, after consultation with the City Manager, shall have authority to impose a burn ban when Dangerous Environmental Conditions exist. ~~environmental conditions (drought index exceeding 500) have reached a dangerous level and pose a threat to the health and safety of the community.~~

(b) The Fire Chief, after consultation with the City Manager, shall have authority to prohibit the sale or use of fireworks when Dangerous Environmental Conditions exist. ~~environmental conditions (drought index exceeding 500) have reached a dangerous level and pose a threat to the health and safety of the community.~~

Section 2. 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 3. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 4. Administrative Correction. Regardless of whether such inclusion in the Code as described in Section 6 is accomplished, 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 Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

Section 5. Codification. The text of Section 2 of this ordinance shall be codified as a part of the St. Cloud City Code. The codifier is authorized to make editorial changes not effecting the substance of this ordinance by the substitution of "article" for "ordinance", "section" for "paragraph", or otherwise to take such editorial license.

Section 6. Publication and Effective Date. This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.

FIRST READING ON THE ___ DAY OF _____, 2026
SECOND READING ON THE ___ DAY OF _____, 2026

PASSED AND ADOPTED by the City Council of the City of St. Cloud, this ___ day of _____, 2026.

_____
Christian B. Roberston, Mayor

ATTEST:

_____
Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED:
deBeaubien, Simmons, Knight, Mantzaris & Neal, LLP

_____
Daniel F. Mantzaris, City Attorney

Meeting: April 9, 2026

Agenda Item Type: Public Hearings
Ordinance No. 2026-19 - Election Ordinance

City Clerk Agenda Item:
FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-19, an ordinance of the City Council of the City of St. Cloud, Florida, prescribing the manner of holding the regular election to be held on the first Tuesday after the first Monday of November each election year, to wit: November 3, 2026 with a primary election on August 18, 2026 (if required), pursuant to Chapter 20, Article 1, Section 20 of the Code of Ordinances of the City of St. Cloud, providing for an effective date. (Above is full title) **ACTION ON ORDINANCE NO. 2026-19**

Strategic Key Focus Areas:
High-Performing Government

Background Information:
An ordinance of the City Council of the City of St. Cloud, Florida, prescribing the manner of holding the regular election to be held on the first Tuesday after the first Monday of November each election year, to wit: November 3, 2026 with a primary election on August 18, 2026 (if required), pursuant to Chapter 20, Article 1, Section 20 of the Code of Ordinances of the City of St. Cloud, providing for an effective date.

Council Member's Seat #4 and City Council Member's Seat #5, shall be elected to serve for a period of four (4) years. The period of nomination for all candidates in such election shall begin on Monday, June 8, 2026 at noon and shall end on Friday, June 12, 2026 at noon.

This Ordinance will authorize the City Clerk to delegate the election duties to the Supervisor of Elections of Osceola County. It shall be the duty of the City Clerk to generally supervise the election procedures and process.

At this meeting on March 12, City Council will be asked to approve the introduction of Ordinance No. 2026-19 and to authorize publication of the ordinance for final hearing, tentatively set for April 9 2026.

Request Council's approval of the introduction of Ordinance #2026-19 and to authorize publication of the ordinance for final hearing.

Legal Authority:
Chapters 101 and 102 of the Florida Statues. Chapter 20, Article 1, Section 20 of the Code of Ordinances of the City of St. Cloud.

Budget and Recommendation:
No cost associated with this item.

Staff recommends **APPROVAL** of Ordinance No. 2026-19.

Finance Director's Comments:
N/A

Procurement Director's Comments:
N/A

City Manager's Comments:
City Manager recommends approval

City Council Action:
4/9/2026 - Final Action

Attachments:
1. Election ORDINANCE 2026-19

ORDINANCE NO. 20264-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, PRESCRIBING THE MANNER OF HOLDING THE REGULAR ELECTION TO BE HELD ON THE FIRST TUESDAY AFTER THE FIRST MONDAY OF NOVEMBER EACH ELECTION YEAR, TO WIT: NOVEMBER 3, 2026 WITH A PRIMARY ELECTION ON AUGUST 18, 2026 (IF REQUIRED), PURSUANT TO CHAPTER 20, ARTICLE 1, SECTION 20 OF THE CODE OF ORDINANCES OF THE CITY OF ST. CLOUD, PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE: BE IT ORDAINED by the City Council of the City of St. Cloud, Florida, as follows:

SECTION I. The municipal election for the City of St. Cloud, Florida, is to be held on the first Tuesday after the first Monday of November each election year, to wit: November 3, 2026, at which time City Council Member's Seat #4, and City Council Member's Seat #5, shall be elected to serve for a period of four (4) years. Should a primary election be necessary, the primary election date will be held on August 18, 2026.

SECTION II. The period of nomination for all candidates in such election shall begin on Monday, June 8, 2026 at noon and shall end on Friday, June 12, 2026 at noon.

SECTION III. There shall be precinct locations for subject election as follows: Precinct # 4000, 4010, 4502, 4503, 4504, 4700, 4701 – Osceola County Road & Bridge; Precinct # 4001, 4201 – 17th Street Civic Center; Precinct # 4002, 4202, 5007, 5201 – Cornerstone Family Church; Precinct # 4003, 4500, 4501, 4703 – Kindred Heritage Park; Precinct # 4008, 5205, 5508, 5701 – Canoe Creek Christian Church; Precinct # 4200, 4702, 5202 3600 – Canoe Creek School; Precinct # 5004, 5005, 5006, 5206, 5503, 5511, 5703 – Heartcry Chapel; Precinct # 5200, 5204 – St. Cloud Community House and Precinct # 5203, 5700, 5702 – St. Cloud Branch Library, St. Cloud, Florida; and providing for an alternate precinct location, from 7:00 a.m. to 7:00 p.m. as established by law.

SECTION IV. In all other respects the subject election shall be conducted in general conformity with law and particularly Chapters 101 and 102 of the Florida Statute, as may have been thereafter amended.

SECTION V. It shall be the duty of the City Clerk of the City of St. Cloud, Florida to generally supervise the subject election procedures and process, but the City Clerk is specifically authorized to delegate the duties to the Supervisor of Elections of Osceola County.

SECTION VI. The provisions of this Ordinance shall apply only to the City Council Election of November 3, 2026 and if required the primary election of August 18, 2026, and shall become effective upon its adoption.

FIRST READING of this ordinance was held on March 12, 2026.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida, the 9th day of April, 2026.

CITY OF ST. CLOUD

ATTEST:

_____
Christian B. Robertson, Mayor

_____
Ivy Llauro, City Clerk

Legal in form and valid if adopted.

_____
Daniel F. Mantzaris, City Attorney

Meeting: April 9, 2026

Agenda Item Type: Council Action Resolution No. 2026-032R - Election Resolution

City Clerk Agenda Item:
Resolution No. 2026-032R, a resolution of the City Council of the City of St. Cloud, Florida, prescribing the date of the election, the primary election (if necessary), the offices to be voted for, the nomination period for candidates, and the precinct locations.
COST: No cost associated with this item.
This item is to prescribe the dates for the 2026 Election.

Strategic Key Focus Areas:
High-Performing Government

Background Information:
Resolution No. 2026-032R, a resolution of the City Council of the City of St. Cloud, Florida, prescribing the date of the election, the primary election (if necessary), the offices to be voted for, the nomination period for candidates, and the precinct locations.

City Council Member's Seat #4 and City Council Member's Seat #5, shall be elected to serve for a period of four (4) years. The period of nomination for all candidates in such election shall begin on Monday, June 8, 2026 at noon and shall end on Friday, June 12, 2026 at noon.

Legal Authority:
Chapters 101 and 102 of the Florida Statues. Chapter 20, Article 1, Section 20 of the Code of Ordinances of the City of St. Cloud.

Budget and Recommendation:
No cost associated with this item.

Recommend **APPROVAL** of this item.

Finance Director's Comments:
N/A

Procurement Director's Comments:
N/A

City Manager's Comments:
City Manager recommends approval

City Council Action:
4/9/2026 - Final Action

Attachments:

1. Election Resolution 2026-032R

RESOLUTION NUMBER 2026-032R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, PRESCRIBING THE DATE OF THE ELECTION, THE PRIMARY ELECTION (IF NECESSARY), THE OFFICES TO BE VOTED FOR, THE NOMINATION PERIOD FOR CANDIDATES, AND THE PRECINCT LOCATIONS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, as follows:

SECTION I. The City of St. Cloud Municipal Election will be held on Tuesday, November 3, 2026 and if necessary, a primary election will be held on Tuesday, August 18, 2026.

SECTION II. The offices to be voted for are: City Council Member's Seat #4, and City Council Member's Seat #5 are to be elected by the qualified voters of the City of St. Cloud.

SECTION III. The nomination period for candidates begins on Monday, June 8, 2026 and ends on Friday, June 12, 2026. The location for qualifying will be at the Supervisor of Election's Office at 2509 E. Irlo Bronson Memorial Hwy., Kissimmee, beginning at Noon on June 8, 2026 and ending at Noon on June 12, 2026. On June 9th, 10th, 11th, 2024 the hours are from 8:00 a.m. to 5:00 p.m.

SECTION IV. The precinct locations for the November 3, 2026 election (7:00 a.m. to 7:00 p.m.) will be determined by the Supervisor of Elections Office in conjunction with the General Election and Primary Election (if necessary) on August 18, 2026.

SECTION V. There shall be precinct locations for subject election as follows: Precinct # 4000, 4010, 4502, 4503, 4504, 4700, 4701 – Osceola County Road & Bridge; Precinct # 4001, 4201 – 17th Street Civic Center; Precinct # 4002, 4202, 5007, 5201 – Cornerstone Family Church; Precinct # 4003, 4500, 4501, 4703 – Kindred Heritage Park; Precinct # 4008, 5205, 5508, 5701 – Canoe Creek Christian Church; Precinct # 4200, 4702, 5202 3600 – Canoe Creek School; Precinct # 5004, 5005, 5006, 5206, 5503, 5511, 5703 – Heartcry Chapel; Precinct # 5200, 5204 – St. Cloud Community House and Precinct # 5203, 5700, 5702 – St. Cloud Branch Library, St. Cloud, Florida; and providing for an alternate precinct location, from 7:00 a.m. to 7:00 p.m. as established by law.

SECTION VI. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida, on the 9th day of April, 2026.

CITY OF ST. CLOUD

_____
Christian B. Robertson, Mayor

ATTEST:

_____
Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED
de Beaubien, Simmons, Knight, Mantzaris, & Neal, LLP

_____
Daniel F. Mantzaris, City Attorney

Meeting: April 9, 2026

Agenda Item Type: Council Action Resolution No. 2026-045R - Health Insurance Agreement

Procurement Agenda Item:
Resolution No. 2026-045R, a resolution of the City Council of the City of St. Cloud, Florida, approving an Administrative Services Agreement with UMR Inc., a third party administrator for United Healthcare, and a Referenced-Based Pricing Agreement with HealthSCOPE Benefits, Inc. for the administration of the City of St. Cloud's self-funded health insurance plan with an effective date of October 1, 2026.
COST: up to $261,308 estimated - paid per employee per month at $42.95 (Proposed FY26/27 Budget)
This item is to approve two agreements for the administration of the City's self funded health insurance plan.

Strategic Key Focus Areas:
High-Performing Government

Background Information:
Per Justin Kluesner, Human Resources Director, the City's current self-funded health insurance plan through Cigna is projected to increase by 12.4% ($1,200,128) for FY 2026-27. This increase is driven by medical inflation (approximately 8.5% for medical costs and 13% for pharmacy costs) and higher claims experience throughout the plan year. In response to rising healthcare costs, the City's employee benefits agent, Brown & Brown, conducted an RFP to explore alternative healthcare models that could provide savings for both employees and the City.

The recommended proposal, administered through UMR (a UnitedHealthcare third-party administrator), ClaimDOC, and HealthScope, would offer employees a choice between two health insurance plans:
- Traditional PPO Plan – A PPO plan through UnitedHealthcare's Choice Plus network, similar to our current Cigna network structure.
- Reference-Based Pricing Plan – A plan with enhanced benefits including lower deductibles, lower copays, and affordable fixed copays for inpatient and outpatient visits. This plan offers significantly lower insurance premiums for employees because healthcare costs are paid at approximately 125% of the federal Medicare rate in most cases.

The two-plan structure is designed to incentivize enrollment in the reference-based pricing plan due to its richer benefits and lower premium costs. This approach is projected to reduce healthcare expenses for employees and their families while lowering overall costs for the City, creating a more sustainable long-term solution for managing health insurance.

Legal Authority:
City of St. Cloud Personnel Rules and Regulations Sections 7.01: Insurance Benefits

Budget and Recommendation:
Budgeted $300,000.00/Actual $261,308 estimated - paid per employee per month at $42.95 (Proposed FY2627 Budget)
520-3020-513.31-06
Staff recommends **APPROVAL** of this request.

Finance Director's Comments:
Finance Director recommends **APPROVAL** of this item.

Procurement Director's Comments:
Recommends approval

City Manager's Comments:
City Manager recommends approval

City Council Action:
04/09/2026 - Final Action

Attachments:
1. Resolution No. 2026-045R
2. 1 UMR Sample Administrative Services Agreement Q4 2025
3. 2 UMR Sample RBP Exhibit 2Q2026
4. 3 Council Overview - St.Cloud - 2026 TPA Recommendation, Renewal Projections Cigna vs ClaimDOC_UMR 3.31.26

RESOLUTION NO. 2026-045R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, APPROVING AN ADMINISTRATIVE SERVICES AGREEMENT WITH UMR INC., A THIRD-PARTY ADMINISTRATOR FOR UNITED HEALTHCARE, AND A REFERENCED-BASED PRICING AGREEMENT WITH HEALTHSCOPE BENEFITS, INC. FOR THE ADMINISTRATION OF THE CITY OF ST. CLOUD'S SELF-FUNDED HEALTH INSURANCE PLAN WITH AN EFFECTIVE DATE OF OCTOBER 1, 2026.

WHEREAS, the City of St. Cloud wishes to engage a third-party administrator and enter into a referenced-based pricing agreement for the City's self-funded health insurance, and

WHEREAS, UMR, Inc. and HealthSCOPE Benefits, Inc. have submitted proposals for the services with an effective date of October 1, 2026.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Cloud, as follows:

SECTION I. The City Manager is authorized and is directed where appropriate, to enter into an Administrative Services Agreement with UMR, Inc., and a Referenced-Based Pricing Agreement with HealthSCOPE Benefits, Inc., as approved by the City Attorney.

SECTION II. The effective date of the agreements shall be October 1, 2026.

SECTION III. The City Manager is authorized to extend the terms of the agreements based on the City's annual budget approval and execute all documents associated with the implementation and execution of the agreements on behalf of the City of St. Cloud.

SECTION IV. The City Manager is authorized and directed to issue a purchase order or "confirmation letter" to said provider.

SECTION V. The City Manager is specifically authorized to withhold the purchase order or formal written agreement upon determination of any matter or factor, hereafter coming to her attention which may indicate such action is not in the City's best interest, provided that upon such withholding, the City Manager, with reasonable dispatch, shall present the issue to the City Council, in session, for review and direction.

SECTION VI. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida this 9th day of April 2026.

CITY OF ST. CLOUD

_____

Christian B. Robertson, Mayor

ATTEST:

_____

Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED
deBeaubien, Simmons, Knight, Mantzaris, & Neal, LLP

_____

Daniel F. Mantzaris, City Attorney

This document is a sample only and is subject to change depending upon the products and services purchased by you. This sample is also subject to updates which may occur between the time of our response to your Request for Proposal until the time the Administrative Services Agreement is finalized by the parties. A customized Administrative Services Agreement will be prepared for you describing the products and services you have selected, which will need to be executed prior to the effective date of the service we are to provide. Any negotiations will begin with the customized version that will be provided and not this version.

This Administrative Services Agreement ("Agreement") UMR, Inc. ("UMR") and [Customer Legal Name] ("Customer") is effective as of [Effective Date] ("Effective Date"). This Agreement governs the claims administration and related administrative services United is providing to Customer [for the Surest product], either directly or through one of United's affiliates (the "Services"). United and Customer may be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, Customer has established an employee health benefit plan for Participants,

WHEREAS, pursuant to the Plan, Customer desires to make available to its Participants one or more Services offered by United, as specified in this Agreement and in the Exhibits attached hereto, and

WHEREAS, United desires to provide the specified Services to Customer.

NOW THEREFORE, in consideration of the mutual covenants and promises stated herein and other good and valuable consideration, the Parties hereby enter into this Agreement, which sets forth the terms and conditions under which United agrees to render the Services, and under which Customer hereby agrees to receive and compensate United for such Services.

Terms and Conditions

Section 1 Definitions

The following terms have the meanings set forth below. The words may be singular or plural.

Bank Account: Bank Account maintained for the payment of Plan benefits, expenses, Fees, and other Customer financial obligations.

Confidential Information: Information disclosed or made available by a Party in connection with this Agreement, including without limitation the following, regardless of form or the manner in which it is furnished: (a) pricing, discounts, reimbursement terms, payment methodologies and payment processes, compensation arrangements, and any similar commercial information, and (b) data, information, statistics, trade secrets, and any information about business, costs, operations, techniques, know-how, or intellectual property. Any material that is derived from or developed from Confidential Information will be deemed Confidential Information for purposes of this Agreement, regardless of the person creating, disclosing, or making available such material. Any Confidential Information included in preparations, proposals, scope documents, discussions, findings, summaries, reports, and conclusions remain Confidential Information.

Confidential Information does not include: (a) information that is or becomes generally available to the public other than as a result of a disclosure by a receiving Party in violation of this Agreement or other agreement between the Parties, (b) information either obtained from a third party or already in a receiving Party's possession before receipt from the other Party, if the receiving Party can demonstrate such information was lawfully obtained and not subject to another obligation of confidentiality, and (c) information independently developed without reference to Confidential Information, if the receiving Party can demonstrate such independence through contemporaneous written records.

Customer Specific Provider: Customer contracted provider who has entered into or is governed by contractual arrangements with Customer, either directly or through another entity, under which the provider agrees to provide health care services to Participants and accept negotiated fees for these services.

Employee: A current or former employee of Customer or its affiliated employer.

ERISA: Employee Retirement Income Security Act of 1974, as amended from time to time.

Fee: Any fee or other compensation Customer pays to United for Services provided under this Agreement.

Law: Any applicable federal, state or local statute, law, rule, regulation, code, or ordinance of a governmental entity that regulates a Party's activities or operations.

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Medical Benefit Drug Rebate: Any discount, price concession, or other direct or indirect remuneration United receives from a drug manufacturer under a rebate agreement that is contingent upon and related directly to Participant use of a prescription drug under the Plan's medical benefit during the Term. Medical Benefit Drug Rebate does not include any discount, price concession, administration fees, or other direct or indirect remuneration United receives from a drug manufacturer for direct purchase of a prescription drug.

Network: The group of Network Providers United makes available to the Plan who have entered into or are governed by contractual arrangements under which they agree to provide health care services to Participants and accept negotiated fees for these services.

Network Provider: Physician, medical professional, or facility which participates in a Network. A provider is only a Network Provider if they are participating in a Network at the time services are rendered to the Plan Participant.

Overpayments: Payments that exceed the amount payable under the Plan. This term does not include overpayments caused by untimely or inaccurate eligibility information.

Participant: Employee or dependent of Employee who is covered by the Plan.

Plan: The plan to which this Agreement applies, but only with respect to those provisions of the plan relating to the self-funded health benefits for which United is providing Services, as described in the Summary Plan Description.

Plan Administrator: The current or succeeding person, committee, partnership, or other entity designated the Plan Administrator, as defined by ERISA or other applicable Law, who is generally responsible for the Plan's operation.

Summary Plan Description or **SPD:** The document(s) Customer provides to Plan Participants describing the terms and conditions of coverage offered under the Plan.

Systems: The systems United owns and makes available to Customer to facilitate the transfer of information in connection with this Agreement.

Tax or **Taxes:** A charge imposed, assessed, or levied by any federal, state, local, or other governmental entity.

Section 2 Exhibits

Each Exhibit attached hereto, whether on the Effective Date or after, is hereby incorporated into this Agreement. The Terms and Conditions of this Agreement apply to all Exhibits attached hereto except to the extent specifically noted otherwise.

Section 3 Term of this Agreement

This Agreement is effective for a period of 12 months commencing on the Effective Date (the "Initial Term"). This Agreement will automatically renew for additional 12 month periods (each, a "Renewal Term") until this Agreement is terminated pursuant to the terms herein.

Section 4 Fees

Section 4.1 Payment of Fees. Customer shall pay United all Fees set forth in each active Exhibit hereto.

Section 4.2 Additional Services and Fees. Customer may request that United provide Services in addition to those set forth in this Agreement and if United agrees to provide such Services, an additional Fee may be charged.

Section 4.3 Reasonableness of Fees. Customer hereby acknowledges that the Fees paid for Services provided under this Agreement are reasonable.

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Section 5 United Service Responsibilities

United shall provide Services to Customer set forth in each active Exhibit attached hereto including but not limited to the Parties' obligations with respect to privacy of information under this Agreement set forth in Exhibit B – Business Associate Agreement and United's obligations with respect to security of information under this Agreement set forth in Exhibit C – Security.

Section 6 Customer Responsibilities

Section 6.1 Responsibility for the Plan. United is not the Plan Administrator of the Plan. Any references in this Agreement to United "administering the Plan" are descriptive only and do not confer upon United any responsibilities or duties beyond the claim administration duties set forth herein. Customer is responsible for the Plan, including its benefit design, the legal sufficiency and distribution of Plan documents, and compliance with any laws that apply to Customer or the Plan, whether Customer is the Plan Administrator or Customer designates another party as the Plan Administrator. The Customer agrees that the Plan has the authority to pay from Plan assets all Fees due under this Agreement.

Section 6.2 Plan Consistent with this Agreement. Customer agrees that Plan documents, including the Summary Plan Description and/or the summary of Plan benefits and exclusions are consistent with this Agreement. Before distributing any communications describing Plan benefits or provisions to Participants or third parties, Customer shall provide United with such communications which refer to United or its Services. Customer shall amend them if United reasonably determines that references to United are not accurate, or any Plan provision is not consistent with this Agreement or the Services United is providing.

Section 6.3 Plan Changes. Customer shall provide United with notice of any changes to the Plan and/or Summary Plan Description within a reasonable period of time prior to the effective date of the change to allow United to determine if such change will alter the Services United provides under this Agreement. Customer's requested changes must be mutually agreed to in writing prior to implementation of such change.

United shall notify Customer if United will not implement or administer the change. Upon such notification (a) United shall have no obligation to implement or administer the change, and (b) Customer may terminate this Agreement upon 90 days written notice.

Section 6.4 Information Customer Provides to United. Customer shall provide United in a timely manner all information that United requires to provide Services under this Agreement. United may rely upon any written or oral communication from Customer, its designated employees, agents, or authorized representatives.

Customer shall, in an accurate and timely manner, provide United with eligibility information as to which Employees and their dependents are Participants. Customer shall notify United of any change to this information as soon as reasonably possible.

United may rely on the most current information in United's possession regarding eligibility of Participants in paying Plan benefits and providing other Services under this Agreement. In the event of an eligibility issue United will not be required to process or reprocess claims, but if United agrees to do so additional Fees may apply.

Section 6.5 Notices to Participants. Customer shall give Participants the information and documents they need to obtain benefits under the Plan before coverage begins. In the event this Agreement is terminated, Customer shall notify all Participants that the Services United is providing under this Agreement are discontinued.

Section 6.6 Affiliated Employers. Customer agrees that together Customer and any of its affiliates covered under the Plan make up a single "controlled group" as defined by ERISA (if applicable) and/or the United States Internal Revenue Code of 1986. Customer agrees to provide United (a) notice anytime it acquires, divests, or merges with another entity, and (b) with a list of Customer affiliates covered under the Plan upon request.

Section 6.7 Escheat. Customer is solely responsible for complying with all applicable abandoned property or escheat laws, making any required payments, and filing any required reports.

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Section 6.8 State and Federal Surcharges, Fees and Assessments. The Plan is responsible for state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan, or on United in its capacity as the claims administrator of the Plan, whether or not remitted by United, including the funding, remittance, and determination of amounts due under The Patient Protection and Affordable Care Act of 2010.

Section 7 Records and Information

Section 7.1 Records. United shall keep records relating to the Services it provides under this Agreement for as long as United is required to do so by Law.

Section 7.2 Use of Confidential Information. Neither Party will use or disclose the other's Confidential Information to any person or entity other than to the receiving Party's employees and Business Associates needing access to such information to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement.

Notwithstanding the foregoing, (i) United may disclose Customer Confidential Information to its affiliates and subcontractors as needed for those entities to provide Services under this Agreement, (ii) Customer shall not be prohibited from using data as provided for in Section 201 of title II (Transparency) of division BB of the Consolidated Appropriations Act, 2021, (iii) Customer may only use United's Confidential Information for Plan administration purposes, and (iv) before United's Confidential Information can be disclosed, United may require a mutually agreed upon confidentiality agreement consistent with Law.

Neither party may a) sell, license, or grant any other rights to the other Party's Confidential Information, (b) use the other Party's Confidential Information for the creation, operation or improvement of any product, service or database for external or commercial use, or c) use the other Party's Confidential Information to contract with or manage healthcare or pharmacy providers, coalitions or networks.

If a Party is requested or required to disclose Confidential Information by subpoena, legal process, or Law, including public records acts, such Party shall (to the extent permitted by Law) provide the other Party with immediate written notice of that request or requirement. Such Party shall reasonably cooperate in any efforts by the other Party to seek an appropriate protective order or other remedy or otherwise challenge or narrow the scope of that disclosure request or requirement. If a protective order or other remedy is not obtained, such Party shall furnish only that portion of the Confidential Information that is legally required.

If Customer requests that United provide information about the Plan that is in United's possession after the Agreement terminates and any applicable runout period has expired, then United may, in its discretion, provide such information subject to a Fee.

Section 8 Indemnification

Section 8.1 Indemnification of United. Customer shall indemnify United for any and all claims, losses, liabilities, penalties, fines, costs, damages, judgments, and expenses United incurs, including reasonable attorneys' fees and costs, to the extent arising out of one or more of the following: (i) Customer's material breach of this Agreement; (ii) Customer's design and governance of the Plan and claims brought against United as the claims administrator; and (iii) a breach by a third party of any agreements United enters into with third parties on Customer's request.

Section 8.2 Indemnification of Customer. United shall indemnify Customer for any and all claims, losses, liabilities, penalties, fines, costs, damages, judgments, and expenses Customer incurs, including reasonable attorneys' fees and costs, to the extent arising out of United's material breach of this Agreement.

Customer remains responsible for payment of all Plan benefits and other Plan expenses and fees.

Section 9 Dispute Resolution

In the event of any dispute, claim, or controversy of any kind or nature between the Parties arising out of this Agreement or the Services ("Dispute"), a Party may provide written notification of the Dispute to the other Party. After such notice, a representative from each Party shall meet in person or telephonically and make a good faith effort

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to resolve the Dispute. If the Dispute is not resolved within 30 days after the Parties first meet to discuss it, and either Party wishes to pursue the Dispute further, that Party will refer the Dispute to binding arbitration.

Either Party may initiate arbitration by filing a claim with the American Arbitration Association ("AAA") in accordance with the then-current Commercial Arbitration Rules of the AAA ("Arbitration Rules"). The arbitration will be conducted in accordance with the Arbitration Rules. In no event may the arbitration be initiated more than one year after the date a Party first gave written notification of the Dispute to the other Party. The Parties will treat the Dispute, the existence of the arbitration, and the outcome of the arbitration as confidential. Each Party hereby waives any right to a class action arbitration.

Any arbitration proceeding will be conducted at a mutually agreeable location. Any arbitrator may construe or interpret but must not vary or ignore the terms of this Agreement and will be bound by controlling law. No arbitrator has the authority to award punitive, exemplary, indirect, or special damages.

Nothing in this Section 9 will be interpreted to limit, waive, or nullify any other rights under this Agreement.

Section 10 Termination

Section 10.1 End of Services. United's provision of Services under this Agreement ends on the date this Agreement terminates, regardless of the date that claims are incurred. Notwithstanding the foregoing, United shall provide the run-out Services set forth in an active Exhibit attached hereto after the termination of the Agreement. The Parties agree that these Terms and Condition will continue to apply to the run-out Services.

Section 10.2 Termination Events. This Agreement will terminate under the following circumstances:

(1) the Plan terminates,

(2) both Parties agree in writing to terminate this Agreement,

(3) after the Initial Term, either Party gives the other Party at least 90 days prior written notice,

(4) United gives Customer notice of termination because Customer did not pay the undisputed Fees or other amounts Customer owed United when due under the terms of this Agreement,

(5) United gives Customer notice of termination because Customer failed to provide the required funds for payment of benefits under the terms of this Agreement,

(6) either Party is in material breach of this Agreement, other than by non-payment or late payment of Fees owed by Customer or the funding of Plan benefits, and does not correct the breach within 30 days after being notified in writing by the other Party,

(7) United gives Customer notice of termination in the event of a filing by or against the Customer of a petition for relief under the Federal Bankruptcy Code, or

(8) as otherwise specified in this Agreement.

Section 10.3 Survivability. Sections 7, 8, 9, 10.3, 11.3, 11.8, 11.10, 11.11, 11.13 and 11.14 will survive the termination of this Agreement and any provision of an Exhibit which by its nature would continue beyond the termination of this Agreement will also survive.

Section 11 Miscellaneous

Section 11.1 Subcontractors. United may use its affiliates or subcontractors to perform United's Services under this Agreement. United will be responsible for those Services to the same extent that United would have been had it performed those Services without the use of an affiliate or subcontractor.

Section 11.2 Assignment. Except as provided in this paragraph, neither Party may assign this Agreement or any rights or obligations under this Agreement to anyone without the other Party's written consent. Any purported assignments in violation of this Section 11.2 will be void. Notwithstanding the foregoing, United may assign this Agreement to

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United's affiliates, or a purchaser of all or substantially all of United's assets, and United will provide notice to Customer of the assignment.

Section 11.3 Governing Law. This Agreement is governed by, construed and enforced in accordance with the laws of the State of New York, without regard to the conflict of laws, rules, or principles thereof.

Section 11.4 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement replaces and supersedes any prior written or oral agreements between the Parties relating to the subject matter hereof.

Section 11.5 Amendment. Except as may otherwise be specified in this Agreement, this Agreement may be amended only by both Parties agreeing to the amendment in writing. Notwithstanding the foregoing, this Agreement is automatically amended upon United's memorialization of the Parties revision of the financial terms under this Agreement.

Section 11.6 No Waiver. A failure of either Party to enforce at any time any of the provisions of this Agreement will in no way be construed to be a waiver of such provision of this Agreement.

Section 11.7 Notices. Any notices, demands, or other communications required under this Agreement will be in writing and shall be provided via electronic means or by United States Postal Service by certified or registered mail, return receipt requested, postage prepaid, or delivered by a service that provides written receipt of delivery.

Section 11.8 Use of Name. The Parties agree not to use each other's name, logo, service marks, trademarks, or other identifying information without the written permission of the other, except that each Party grants the other permission to use its name, logo, service marks, trademarks, or other identifying information for the Party to carry out its obligations under this Agreement.

Section 11.9 Compliance with Laws and Regulations. The Parties agree to comply with all applicable federal, state, and other laws and regulations in its performance under this Agreement.

Section 11.10 No Third Party Beneficiaries. Nothing in this Agreement confers upon any person other than the Parties and their respective permitted successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

Section 11.11 Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. The Parties intend that a court of competent jurisdiction construe any invalid or unenforceable provision of this Agreement by limiting or reducing it so as to be valid or enforceable to the extent compatible with Law.

In the event any state or other jurisdiction prohibits a Party from administering the Plan under the terms of this Agreement or imposes a penalty on the Plan or United and such penalty is based on the Services specified in this Agreement, the Party may immediately discontinue this Agreement's application in such state or jurisdiction. This Agreement will continue to apply in all other states or jurisdictions.

Section 11.12 Interpretation. The Parties acknowledge that they have read this Agreement, have had the opportunity to review it with legal counsel, and have agreed to all its terms. The Parties therefore agree that in the event of any ambiguity in any of the terms or conditions of this Agreement, including any exhibits hereto and whether or not placed on record, such ambiguity shall not be construed for or against any Party hereto on the basis that such Party did or did not author the same.

Section 11.13 Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts (including any form of electronic communication) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties may rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement (including by means of an electronic signature), and such facsimile or similar executed electronic copy will be legally effective to create a valid and binding agreement between the Parties.

Section 11.14 Waiver of Jury Trial. The Parties hereby irrevocably waive, to the fullest extent permitted by Law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

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By signing below, each party agrees to the terms of this Agreement.

Customer Legal Name
Customer Street Address
City, State Zip Code

By: _____
Authorized Signature

Print Name: _____

Print Title: _____

Date: _____

UMR, Inc.
115 W. Wausau Ave.
Wausau, WI 54401

By: _____
Authorized Signature

Print Name: _____

Print Title: _____

Date: _____

ASA 4Q 2025

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Exhibit A – Medical Benefit Administration Services
UMR

The following are the Services UMR has agreed to provide to Customer [for UMR and Surest]. The Services described in this Exhibit will be made available to Customer and where applicable to Customer's eligible Participants consistent with the Summary Plan Description under which the Participant is covered.

Section 1 Network

Network Access, Management and Administration. UMR will provide access to Networks and Network Providers, as well as related Services including physician (and other health care professional) relations, clinical profiling, contracting, credentialing, network analysis, and system development. The make-up of the Network can change at any time. Notice will be given in advance or as soon as reasonably possible.

Some Network Providers are affiliated with UMR, however they are not UMR's agents or partners. Otherwise, Network Providers participate in Networks only as independent contractors. Network Providers and the Participants are solely responsible for any health care services rendered to Participants. UMR is not responsible for the medical outcomes or the quality or competence of any provider or facility rendering services, including Network Pharmacies and services provided through UMR's affiliates' networks or the payment for services rendered by the provider or facility.

UMR's contracts with some Network Providers may include capitation arrangements. Capitation is when a Network Provider receives a periodic payment to perform or coordinate certain health care services. The Network Provider receives a capitation payment regardless of (i) the volume of services or (ii) whether the cost of providing or arranging to provide the Participant's health care is less than or more than the payment. Customer shall fund these capitation payments as soon as UMR makes the determination that the capitated Network Provider is entitled to receive the payment. These payments are Plan benefits under this Agreement. Customer remains responsible for any claims costs that are not satisfied through a capitated Network Provider arrangement.

Out of Network Programs. UMR offers out of network programs that strive to increase savings to Customer by accessing discounts or negotiating reductions on out of network claims. UMR offers a mix of out of network programs that offer varying degrees of discounts, consumer advocacy, and cost controls. Customer's elected out of network programs are identified in Exhibit D – Fees. Programs are subject to change or termination at UMR's discretion.

Value Based Contracting Program. UMR's contracts with some Network Providers may include withholds, incentives, and/or additional payments that may be earned by meeting standards relating to utilization, quality of care, efficiency measures (including better contract rates), compliance with UMR's other policies or initiatives, or other clinical integration or practice transformation standards. Customer shall fund these payments due to the Network Providers as soon as UMR makes the determination the Network Provider is entitled to receive the payment under the Network Provider's contract, either upfront or after the standard has been met. For upfront funding, if UMR makes the determination that the Network Provider failed to meet a standard, UMR will return to Customer the applicable amount. UMR shall provide Customer reports describing the payment amounts made on behalf of Customer's Plan.

Only the initial claims-based reimbursement to Network Providers will be subject to the Participant's copayment, coinsurance, or deductible requirements. Customer will pay the Network Provider the full amount earned or attributable to its Participants, without a reduction for copayments or deductibles, and agrees that there will be no impact from these payments on the calculation of the Participant's satisfaction of their annual deductible amount.

Customer Specific Provider. Plan benefits for health care services rendered by a Customer Specific Provider will be equal to the amounts the Customer Specific Provider agreed to accept in the contractual arrangements governing their participation in the Customer Specific Provider arrangement. Customer will provide UMR with their Customer Specific Provider rate schedule, and Customer will notify UMR 90 days in advance of any rate change to the Customer's contractual arrangements. UMR shall apply Customer's contracted rates until UMR receives written instructions from Customer to cease administering the Customer Specific Provider arrangement. Customer is

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responsible for the resolution of any dispute to the contractual arrangements of the Customer Specific Providers. Customer hereby acknowledges that notwithstanding anything in this Agreement to the contrary, (i) UMR will have limited information about the claims submitted by the Customer Specific Provider, (ii) UMR's sole role with respect to claims submitted by the Customer Specific Provider will be to process the claims on behalf of the Customer, (iii) UMR does not make any performance guarantees for processing claims submitted by the Customer Specific Provider, and (iv) UMR will not perform any other services related to claims submitted by the Customer Specific Provider, including but not limited to provider credentialing analysis, network adequacy analysis, mental health parity analysis, provider directories, payment integrity programs, utilization management and price transparency reporting.

Section 2 Prevention and Recovery Services

UMR will provide prevention and recovery Services for Overpayments and other Plan recovery and savings opportunities as described herein.

Overpayments. UMR will attempt to recover Overpayments by employing appropriate outreach to Participants and/or providers to request reimbursement.

Payment Integrity Services. UMR provides Services to help prevent, identify, and resolve irregular claims ("Payment Integrity Services"). UMR's Payment Integrity Services help guard against potential errors, fraud, waste and abuse by reviewing claims on a pre- or post-adjudicated basis.

UMR's Payment Integrity Services processes will be based upon UMR's proprietary and confidential procedures, modes of analysis, and investigations. UMR will use these procedures and standards in delivering Payment Integrity Services to Customer and to UMR's other customers. Services include all work to identify recovery and savings opportunities, research, data analysis, investigation, and initiation of all Recovery Processes set forth below. UMR does not guarantee or warranty any particular level of prevention, detection, or recovery.

UMR makes available to Customer Payment Integrity Services, as identified in Exhibit D – Fees.

If this Agreement terminates, in whole or in part, UMR can continue Payment Integrity Services for any claims paid when the Agreement was in effect pursuant to the terms of this Section 2.

Recovery Process – Non-Class Action Recoveries. Customer delegates to UMR the discretion and authority to develop and use standards and procedures for any recovery opportunity, including but not limited to, whether or not to seek recovery, what steps to take if UMR decides to seek recovery, whether to initiate litigation or arbitration, the scope of such litigation or arbitration, which legal theories to pursue in such litigation or arbitration, and all decisions relating to such litigation or arbitration, including but not limited to, whether to compromise or settle any litigation or arbitration, and the circumstances under which a claim may be compromised or settled for less than the full amount of the potential recovery. In all instances where UMR pursues recovery through litigation or arbitration, Customer, on behalf of itself and on behalf of its Plan(s), will be deemed to have granted UMR an assignment of all ownership, title and legal rights and interests in and to any and all claims that are the subject matter of the litigation or arbitration.

Customer acknowledges that use of UMR's standards and procedures may not result in full or partial recovery for any particular claim or for any particular customer. UMR will not pursue any recovery if it is not permitted by Law, or if recovery would be impractical, as determined in UMR's discretion. While UMR may initiate litigation or arbitration to facilitate a recovery, UMR has no obligation to do so. If UMR initiates litigation or arbitration, Customer will cooperate with UMR in the litigation or arbitration.

If this Agreement terminates, in whole or in part, UMR can continue recovery activities for any claims paid when the Agreement was in effect pursuant to the terms of this Section 2.

Recovery Process – Class Action Recoveries. Where a class action purports to affect Customer's (or the Plan(s) it sponsors or administers) right to and interest in any Overpayment, UMR has the right to determine whether to seek recovery of the Overpayment on the Customer's (or the Plan(s) it sponsors or administers) behalf through litigation, arbitration, or settlement. If UMR elects to seek recovery of such an Overpayment that is at issue in a class action,

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UMR will provide written notice to Customer of its intention. If Customer does not want UMR to seek recovery of the Overpayment, Customer shall notify UMR in writing within 30 days of receiving notice from UMR. If Customer does not so notify UMR, Customer, on behalf of itself and on behalf of the Plan(s) it sponsors and administers, assigns to UMR all ownership, title and legal rights and interests in and to any and all Overpayments that are the subject matter of the class action. In such cases, Customer will cooperate with UMR in any resulting litigation or arbitration that UMR may file to pursue the Overpayments.

If Customer provides UMR with written notice that it does not want UMR to seek recovery of an Overpayment related to a class action (whether putative or certified) then, pursuant to its standard procedures, UMR will provide Customer with related Overpayment claims information, at Customer's request. Customer is then solely responsible for determining whether it (or the Plan(s) it sponsors or administers) will participate in the class action (whether putative or certified), participate in any class action settlement, pursue recovery of the relevant Overpayment outside of the class action, or take any other action with respect to any cause of action the Customer (or the Plan(s) it sponsors or administers) might have.

If this Agreement terminates, in whole or in part, UMR can continue recovery activities for any claims paid when the Agreement was in effect pursuant to the terms of this Section 2.

Offsetting Process. Overpayment recoveries may occur by offsetting the Overpayment against future payments to the provider made by UMR. In effectuating Overpayment recoveries through offset, UMR will follow its established Overpayment recovery rules which include, among other things, prioritizing Overpayment credits based on: (1) the age of the Overpayment for electronic payments and (2) the funding type and the age of the Overpayment for check payments. UMR may recover the Overpayment by offsetting, in whole or in part, against future benefits that are payable under the Plan in connection with Services provided to any Participants. Reallocations pursuant to this process do not impact the decision as to whether or not a benefit is payable under the Plan.

In UMR's application of Overpayment recovery through offset, timing differences may arise in the processing of claims payments, disbursement of provider checks, and the recovery of Overpayments. As a result, the Plan may in some instances receive the benefit of an Overpayment recovery before UMR actually receives the funds from the provider. Conversely, UMR may receive the funds before the Plan receives the credit for the Overpayment. It is hereby understood that the Parties may retain any interest that accrues as a result of these timing differences. Details associated with Overpayment recoveries made on behalf of the Plan through offset will be identified in the monthly reconciliation report provided to the Customer's Plan.

Recovery Fees. Customer will be charged a Fee for the Payment Integrity Services described in this Section 2. That Fee is set forth in Exhibit D – Fees. No Fees will be charged (a) if the Overpayment is solely the result of UMR's acts, or (b) for recoveries obtained through a class action where UMR does not file an opt-out case on behalf of Customer. UMR will not be responsible for reimbursement of any unrecovered Overpayment nor attorneys' fees and costs related to litigation or arbitration associated with recoveries except to the extent an arbitrator, arbitration panel, or court of competent jurisdiction determines that the Overpayment was due to UMR's gross negligence or reckless misconduct.

Section 3 Fees

Fees. Customer will pay UMR the Fees specified in Exhibit D – Fees, in addition to any other Fees set forth in this Agreement. If authorized by Customer, pursuant to this Agreement or by subsequent authorization, certain Fees may be paid through a withdrawal from the Bank Account.

Changes in Fees. UMR may change the Fees on the latter of the expiration of:

(1) a Renewal Term, or

(2) any applicable multi-year Fee term as set forth in Exhibit D – Fees.

Sample

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UMR will provide Customer with 30 days prior written notice of the revised Fees for each Renewal Term, and such Fees will be effective the first day of such Renewal Term. UMR will provide Customer with a new Exhibit D – Fees that will replace the existing Exhibit D – Fees.

UMR may also change the Fees:

(1) any time there are changes made to this Agreement or the Plan which affect the Fees,

(2) any time there are changes in Law which affect the Services UMR is providing, or will be required to provide, under this Agreement,

(3) if the number of Employees covered by the Plan or any Plan option changes (i) by 15% or more, 10% or more for Surest, or (ii) the enrollment band, if applicable or

(4) if the total number of enrolled Participants divided by the total number of enrolled Employees, ("Average Contract Size"), varies by 15% or more from, 10% or more for Surest the assumed average contract size.

Any new Fee will be effective as of the date the change is applicable, even if that date is retroactive.

If Customer does not agree to any change in Fees, Customer may terminate this Agreement after Customer receives written notice of the new Fees. Customer must still pay any amounts due for the periods during which the Agreement is in effect.

Due Dates, Payments, and Penalties. UMR will provide Customer with an on-line invoice in advance of the first of each month and the due date for payment is on the first day of such month ("Due Date"). Invoices are generated using monthly enrollment provided by Customer. If Customer has elected to self-bill, monthly enrollment shall be measured based off the eligibility information of the Employees on the first of the month.

Late Payment. If undisputed amounts owed are not paid within 30 days after their Due Date, Customer will pay UMR interest on these amounts at the interest rate that UMR charges to its self-funded customers. Customer shall reimburse UMR for any costs that UMR incurs to collect these amounts.

Due Dates, Payments, and Penalties – Surest. UMR will provide Customer with an on-line invoice in advance of the first of each month. The due date for payment of the invoiced amounts is 30 days after Customer's receipt of the invoice ("Due Date"). Invoices are generated using monthly enrollment provided by Customer. If Customer has elected to self-bill, monthly enrollment shall be measured based off the sold proration method for the month to which the Fee applies (e.g., 1st day of the month, mid-month).

Late Payment - Surest. If undisputed amounts owed are not paid by the Due Date, Customer will pay UMR interest on these amounts at the interest rate that UMR charges to its self-funded customers. Customer shall reimburse UMR for any costs that UMR incurs to collect these amounts.

Fee Disputes. If Customer disputes any Fee due to UMR, Customer will promptly notify UMR. Customer agrees to meet with UMR in good faith to resolve any Fee discrepancies. No interest will be assessed to the extent UMR's bill was incorrect. Customer will pay the undisputed part of the Fee by the applicable Due Date.

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Section 4 Providing Funds

Responsibility for Payment of Plan Benefits. The Plan is self-funded. Customer is solely responsible for providing funds for payment for all Plan benefits. UMR has no liability or responsibility to provide these funds. This is true even if UMR or its affiliates provide stop loss insurance to Customer.

Bank Account. UMR, on Customer's behalf, will open and maintain a Bank Account to provide UMR access to Customer's funds for payment of:

(1) Plan benefits,

(2) Plan expenses (e.g., state surcharges and assessments),

(3) other Customer financial obligations, and

(4) Fees authorized by Customer.

Customer's funds in the Bank Account will not be comingled with any other customer funds.

Balance In Account. Customer will maintain a Bank Account balance to cover expected Bank Account activity (the "Account Balance"). UMR will establish the Account Balance based on expected Plan payment obligations, with adjustments for anticipated non-daily activity (e.g., prescription drug benefits and Fee payments). UMR will notify Customer if and when the Account Balance requires revision.

The Account Balance is based on Customer's financial condition as assessed by UMR. In the event UMR reasonably determines that Customer's financial condition has deteriorated, or Customer fails to comply with the funding and financial obligations specified in this Agreement, UMR may revise the Account Balance effective 5 business days from the date of notice to Customer.

Issuing and Providing Funds. Payments will be processed through the Customer's Bank Account.

UMR will issue Bank Account funding process documentation to Customer. Upon agreement by the parties on process, UMR will implement the agreed to Bank Account funding process.

If UMR reasonably determines that Customer's financial condition has deteriorated or Customer fails to comply with the funding and financial obligations specified in this Agreement, UMR may revise the Bank Account funding process effective 5 business days from the date of notice to Customer.

At the Fee shown in Exhibit D – Fees, UMR will:

(1) automatically stop payment on all checks that have not been cashed within twelve months of issuance, and

(2) provide Customer with reports for the purposes of performing escheat. Customer is solely responsible for making unclaimed payee payments directly.

Underfunding. If Customer does not maintain the required Account Balance:

(1) Customer must immediately correct the funding deficiency and provide prompt notice to UMR,

(2) UMR may place stop payments on checks, stop issuing checks and non-draft payments, and suspend any of its other Services under this Agreement for the period of time Customer does not provide the required funding, and

(3) if Customer does not correct the funding deficiency within 3 business days, UMR may terminate this Agreement as otherwise set forth in this Agreement, such termination to be effective the first day such funding deficiency began. UMR may charge the Customer additional Fees to cover the cost of daily overdraft Fees and interest on the amount of underfunding.

Termination. When this Agreement terminates, the Bank Account funding method will remain in place for the length of the run-out period. Following the run-out period, the required Account Balance may be adjusted through mutual

Sample

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agreement of the parties to cover Customer's remaining funding obligations. UMR will close the Bank Account and Customer will recover any remaining funds from the Account Balance and remaining uncashed checks. UMR will provide bank statements and Bank Account reconciliation reports, including reports Customer needs for the purposes of performing escheat.

The following provisions apply to Surest:

Responsibility for Payment of Plan Benefits. The Plan is self-funded. Customer is solely responsible for providing funds for payment for all Plan benefits. UMR has no liability or responsibility to provide these funds. This is true even if UMR or its affiliates provide stop loss insurance to Customer.

Bank Account. UMR, on Customer's behalf, will open and maintain a Bank Account to provide UMR access to Customer's funds for payment of:

(1) Plan benefits,

(2) Plan expenses (e.g., state surcharges and assessments),

(3) other Customer financial obligations, and

(4) Fees authorized by Customer.

Customer's funds in the Bank Account will not be comingled with any other customer funds.

Balance In Account. Customer will maintain a Bank Account balance to cover expected Bank Account activity (the "Account Balance"). UMR will establish the Account Balance based on expected Plan payment obligations, with adjustments for anticipated non-daily activity (e.g., prescription drug benefits and Fee payments). UMR will notify Customer if and when the Account Balance requires revision.

The Account Balance is based on Customer's financial condition as assessed by UMR. In the event UMR reasonably determines that Customer's financial condition has deteriorated, or Customer fails to comply with the funding and financial obligations specified in this Agreement, UMR may revise the Account Balance effective 5 business days from the date of notice to Customer.

Issuing and Providing Funds. Checks and/or non-draft payments will be written on and/or issued from a UMR general check-writing account maintained at the Bank for UMR's self-funded customers.

UMR will issue Bank Account funding process documentation to Customer. Upon agreement by the parties on process and Customer signature of the documents, UMR will implement the agreed to Bank Account funding process.

If UMR reasonably determines that Customer's financial condition has deteriorated or Customer fails to comply with the funding and financial obligations specified in this Agreement, UMR may revise the Bank Account funding process effective 5 business days from the date of notice to Customer.

At Customer's expense, UMR will:

(1) automatically stop payment on all checks that have not been cashed within twelve months of issuance, and

(2) provide Customer with reports for the purposes of performing escheat. Customer is solely responsible for making unclaimed payee payments directly.

Underfunding. If Customer does not maintain the required Account Balance:

(1) Customer must immediately correct the funding deficiency and provide prompt notice to UMR,

(2) UMR may place stop payments on checks, stop issuing checks and non-draft payments, and suspend any of its other Services under this Agreement for the period of time Customer does not provide the required funding, and

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(3) if Customer does not correct the funding deficiency within 3 business days, UMR may terminate this Agreement as otherwise set forth in this Agreement, such termination to be effective the first day such funding deficiency began. Customer will pay interest on the amount of underfunding at the Interest Rate.

Termination. When this Agreement terminates, the Bank Account funding method will remain in place for the length of the run-out period. Following the run-out period, the required Account Balance may be adjusted through mutual agreement of the parties to cover Customer's remaining funding obligations. The Bank Account will be closed and any remaining funds after stop payments have been issued on all uncashed checks will be returned to Customer. UMR will provide bank statements and Bank Account reconciliation reports, including reports Customer needs for the purposes of performing escheat.

Section 5 Medical Benefit Drug Rebate Allocation and Payment

UMR or a subcontractor may negotiate with drug manufacturers regarding the payment of Medical Benefit Drug Rebates on applicable prescription drug products dispensed to Participants under the Plan's medical benefit. If a subcontractor is involved in negotiating with drug manufacturers regarding the payment of Medical Benefit Drug Rebates, it may retain a portion of the gross amounts received from drug manufacturers in connection with such products. Compensation under this program is as set forth in Exhibit D – Fees. UMR will retain interest earned during the Medical Benefit Drug Rebate processing timeframe.

Medical Benefit Drug Rebates are not entitled to be paid until they are received by UMR. For example, if a government action or a major change in pharmaceutical industry practices prevents UMR from receiving Medical Benefit Drug Rebates, the amount Customer receives may be reduced or eliminated.

Customer agrees that during the term of this Agreement, neither Customer nor the Plan will negotiate or arrange or contract in any way for Medical Benefit Drug Rebates on or the purchase of prescription drug products from any manufacturer under the Plan's medical benefit. If Customer or the Plan does, UMR may, without limiting UMR's right to other remedies, immediately terminate Customer's and Plan's entitlement to Medical Benefit Drug Rebates, including forfeiture of any Medical Benefit Drug Rebates earned but not paid.

Section 6 Claim Determinations and Appeals

Initial Benefit Determinations and First Level Appeals. Customer appoints UMR a named fiduciary under the Plan with respect to (i) performing initial benefit determinations and payment, and (ii) performing the fair and impartial review of first level internal appeals. As such, Customer delegates to UMR the discretionary authority to (i) construe and interpret the terms of the Plan, and (ii) determine the validity of charges submitted to UMR under the Plan. If UMR denies a Plan benefit claim, in whole or in part, UMR shall notify the claimant of the adverse benefit determination and the claimant will have the appeal rights set forth in the Summary Plan Description and those which are required under Law.

Second Level Appeals. The Party appointed as the named fiduciary under the Plan with respect to performing the fair and impartial review of second level internal appeals (as set forth in Exhibit D – Fees,), shall make final, binding determinations concerning the availability of Plan benefits under the Plan's internal appeal process, all in compliance with applicable Law. That Party shall notify the claimant of the outcome of the final internal appeal. That party's determination will be final and binding on the claimant and all other interested parties, except as to a claimant's right to an appeal under the external review program.

External Review Program. In order for Customer to meet its regulatory obligations with respect to claim appeals or other applicable external review regulations, Customer shall provide an external review program to claimants. Customer may utilize UMR's external review program. In such case, the following will apply:

(1) a Fee may apply based upon Customer's total enrollment as set forth in Exhibit D – Fees,

(2) Customer acknowledges that the independent review organizations are not UMR subcontractors,

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(3) UMR is not responsible for the decisions of the independent review organizations.

Section 7 System Access

Access. UMR hereby grants Customer the nonexclusive, nontransferable right to access and use the functionalities contained within Systems. Customer must obtain and maintain, at no expense to UMR, the hardware, software, and Internet browser UMR requires of customers to access Systems. Customer shall not:

(1) access Systems or use, copy, reproduce, modify, or excerpt any Systems documentation provided by UMR for purposes other than as expressly permitted under this Agreement, or

(2) share, transfer or lease Customer's right to access and use Systems, to any other person or entity, provided, however, Customer may designate a third party, with prior approval from UMR, to access Systems on Customer's behalf, provided the third party complies with the terms and conditions of such Systems access and Customer assumes joint responsibility for such access.

Security Procedures. Customer shall:

(1) use commercially reasonable physical and software-based measures to protect the passwords and user IDs provided by UMR,

(2) use commercially reasonable anti-virus software, intrusion detection and prevention system, secure file transfer and connectivity protocols to protect any email and confidential communications provided to UMR,

(3) maintain appropriate logs and monitoring of system activity, and

(4) notify UMR within a reasonable timeframe of any (a) unauthorized access or damage, including damage caused by computer viruses resulting from direct access connection, and (b) misuse or unauthorized disclosure of passwords and user IDs provided by UMR.

Termination. UMR may terminate Customer's System access and deactivate Customer's identification numbers and passwords upon:

(1) Customer's breach of this Section 7, or

(2) the latter of the termination of this Agreement or expiration of the run-out period.

Section 8 Medical Audits

Once each calendar year during the term of the Agreement or any applicable run-out period, a mutually agreeable entity, on Customer's behalf, may conduct a medical claims audit for purposes of determining if UMR is administering its claims transactional Services in accordance with Plan provisions. Prior to the commencement of this audit, a signed, mutually agreeable confidentiality agreement with UMR is required.

Customer must notify UMR in writing of its intent to audit. The place, time, type, and duration of all audits must be reasonable and agreed to by UMR. All audits will be limited to information relating to the calendar year in which the audit is conducted, and the immediately preceding calendar year (up to an 18 month look back).

The audit scope and methodology for a medical claim audit will be consistent with generally acceptable auditing standards, including a statistically valid random sample (not to exceed 300 transactions, less any transactions for targeted audits) as approved by UMR ("Scope"). UMR will not support any audits a) where the audit firm is paid on a contingency basis, or b) that do not use a statistically valid random selection methodology (other than as provided for in this Section 8); this includes electronic and data mining audits that are used for purposes of recovery discovery. As part of the medical claims audit, UMR will also support a small, targeted audit of either member appeals, member calls, or clinical transactions (not to exceed 25 transactions).

Customer will pay any expenses that it incurs in connection with the audit. Customer will be charged a reasonable per claim charge and a per day charge for any audit where the claim review portion and remote system access is not

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completed within 5 business days or for approved sample sizes exceeding the Scope specified above. Customer will be charged a reasonable Fee for samples or audit days that exceed the agreed audit parameters. Customer will also pay any extraordinary expenses UMR incurs due to a Customer request related to the audit, such Fees to be reviewed and approved by the Customer in advance.

Customer will provide UMR with copies of any audit reports within 30 days after Customer receives the audit report(s) from the auditor.

Section 9 Schedule of Services

Account Management
Implementation and maintenance of account and Plans.
Designated account management team.
Enrollment meetings and support.
Standard digital initial enrollment kit.
Standard ID Card production and issuance.
Electronic eligibility and enrollment processing.
Management and review of benefits and data.
Electronic billing, presentment, and payment.
Online administration Services accessed through UMR's Customer website including online eligibility maintenance, claim status inquiry and online reporting. Customer is provided a designated number of IDs to the website. UMR reserves the right, from time to time, to change the content, format and/or type of UMR's reports.
Interface with third party stop loss vendor, as requested by Customer. UMR will compile information, track and file paid specific stop loss insurance claims with the Customer's chosen stop loss insurance carrier, on behalf of Customer. If Customer has aggregate stop loss coverage, UMR agrees to notify the stop loss carrier of any potential claims that exceed the stop loss policy's attachment point. Customer is responsible for providing UMR with a copy of the stop loss policy by the effective date of this Agreement, if UMR did not place Customer's stop loss coverage with the stop loss carrier. UMR will provide reasonable assistance in appealing denials or limitations as appropriate. In the event, however, that Customer's chosen stop loss insurance carrier adjudicates a given stop loss claim as denied or partially denied, or if reimbursement pursuant to the applicable stop loss policy is otherwise limited in any way, Customer acknowledges that the UMR has no responsibility for any determination made by the stop loss carrier, including but not limited to determinations regarding eligibility for coverage under the Customer Plan or determinations of medical necessity. Customer acknowledges that the election of any stop loss insurance carrier is at the discretion of Customer, and the applicable policy must be specifically accepted by Customer. Customer may have elected to utilize the services of stop loss insurance carrier that has neither been placed nor specifically endorsed by UMR.
(Surest) Interface with third party stop loss vendor, as requested by Customer. UMR will provide its standard claim financial reports to support Customer's filing of Individual Stop Loss (ISL) claims. It is Customer's responsibility to detect claims that may be covered by a third party stop loss carrier policy purchased by Customer.
Nonstandard or ad hoc reports, subject to an additional Fee.
Report Filings. Prepare and file pharmacy benefits and drug cost reports, air ambulance claims reports as required under the Consolidated Appropriations Act, 2021 ("CAA"). Provide language to support Customer's annual CAA anti-gag clause attestation requirement.
Summary Plan Description ("SPD") Assistance. Upon request, UMR will prepare a customized draft of an SPD, either for each plan or multiple plans, as mutually agreed upon, with one additional draft in response to Customer's comments and a final draft SPD. If Customer drafts its own SPD, Customer shall provide UMR with a copy for UMR's review in a timely manner to ensure consistency with UMR's administration of the Plan under this

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Agreement. "Plan", for purposes of this paragraph, means each individual plan design administered by UMR. The SPD will be in English. Printing of SPDs is available at an additional cost. If the SPD is not finalized in advance of the Effective Date of UMR's Services, UMR will (i) utilize the summary of Plan benefits and exclusions document that UMR has created based on its understanding of Customer's Plan design and which Customer has reviewed and approved or (ii) create, at UMR's discretion, an operational SPD which will be based upon the Plan benefits and exclusions that Customer has reviewed and approved. UMR will administer claims and otherwise provide UMR's Services in accordance with the above until a final SPD is provided to UMR.
Summary of Benefits and Coverage ("SBC") provided electronically in UMR's standard format for medical Plans administered by UMR. Initial SBC and 1 amendment per year provided.
Underwriting and Financial Services
Claim projections using book of business assumptions for reserves and trend.
Annual projection of cost impact for benefit design changes.
Annual projection of conventional premium-equivalent rates (for products provided by UMR).
Non-certified reserve estimates.
Annual government filings of 1099 reports to the IRS regarding payments made to physicians and other health care professionals.
Provide required data necessary to enable Customer to file Form 5500.
(Surest) Overall program accounting (year-end reconciliation).
Claims Administration Services
Claims for Plan benefits must be submitted in a form that is satisfactory to UMR in order for UMR to determine whether a benefit is payable under the Plan. Customer delegates to UMR the discretion and authority to use UMR's claim procedures and standards for Plan benefit claim determination.
Standard claims processing, including re-pricing and payment of claims, auto and manual adjudication using proprietary software, and pending and subsequent claim review.
Claim determinations and appeals Services.
Claim history load from one prior carrier using UMR's standard process**.**
Medical claim review and utilization management of specific health care claims to promote coding accuracy, benefit interpretation, and apply reimbursement policy**.**
Production and distribution of explanation of benefits.
Plan benefits litigation support. "Plan Benefits Litigation" is a demand, litigation or administrative proceeding by a Participant or health care provider against UMR, Customer and/or Plan regarding Plan benefits related to Services under this Agreement. Both parties will cooperate fully with each other in the defense of any Plan Benefits Litigation. If Plan Benefits Litigation begins against the Plan and UMR jointly and provided no conflict of interest arises between the parties, the parties may agree to joint defense counsel. If the parties do not agree to joint defense counsel, then each party will select and retain separate defense counsel to represent their own interests. Customer will pay for all reasonable legal fees and costs UMR incurs in defending any Plan Benefits Litigation if UMR gives Customer reasonable advance notice of UMR's intent to charge Customer for such fees and costs, and UMR consults with Customer on UMR's litigation strategy. In all events, Customer is responsible for the full amount of any Plan benefits paid as a result of Plan Benefits Litigation.
Prevention and recovery Services, as elected by Customer (see Exhibit D – Fees) and agreed to by UMR.
Processing of run-out claims (meaning claims incurred prior to the termination date) for a specified period following termination of the Agreement, if purchased by Customer. UMR will bill Customer for the full amount of run-out Fee that Customer owes, if applicable, generally one month prior to the Agreement's termination date. The full payment of run-out Fees is due and payable before run-out claims processing begins.

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If Customer fails to pay UMR Fees due or fails to provide the funding for the payment of benefits, or if UMR terminates for any other material breach, run-out will not apply. Run-out Fees may apply to partial terminations at UMR's discretion.
Administration of plans requiring integrated deductible and out of pocket with non-integrated service providers. Additional Fees may apply.
Network Services
Network access, management, and administration, including maintaining provider directories.
Network access to physical health networks, including chiropractic, physical therapy, occupational therapy, speech therapy, and complementary alternative medicine.
Out of network programs, as elected by Customer (see Exhibit D – Fees) and agreed to by UMR**.**
Value Based Contracting Program, for applicable products.
UnitedHealthcare Premium℠ Designation Program, available in designated markets.
Federal No Surprises Act ("NSA") medical billing and the Independent Dispute Resolution ("IDR"): (1) UMR will determine if a claim is subject to the NSA billing protections. (2) If UMR and a provider are unable to come to an agreement within the prescribed negotiation period for a claim subject to the NSA billing protections, UMR will manage, direct, and make decisions and submissions to support the IDR for Customer. (3) UMR will not use third party provider networks for services covered by the NSA. (4) The Fees for programs in which the parties share in the savings achieved off a provider's billed charge will continue to apply to all services covered under the NSA. (5) Customer shall fund all settlement amounts and payments required as a result of any IDR process decision through the Bank Account. (6) Customer shall fund the IDR administration fee and all IDR arbitrator fees through the Bank Account.
Participant and Care Management Services
Member service center, accessed by Participants through a dedicated toll-free number.
Website and/or mobile application enabling Participants to learn about benefits, find a provider, estimate treatment options and costs, check claims status, review personal health record, print or request ID cards, manage prescriptions, access health tools, and review health and wellness information. Provide and maintain price comparison information to Participants by telephone and online.
Care management Services, as elected by the Customer (see Exhibit D – Fees). Includes continuity of care and external appeals support for surprise medical bills.
Disease management Services, as elected by Customer (see Exhibit D – Fees).
Complex medical condition programs, as elected by Customer (see Exhibit D – Fees).
Maternity programs, as elected by Customer (see Exhibit D – Fees).
Wellness programs, as elected by Customer (see Exhibit D – Fees).
Digital health and wellness experience, which may include health surveys and challenges, personal health record access, dashboard of results, and device integration. If Customer elects to offer reward incentives, Customer will be responsible for the funding. Other related Services are available for an additional Fee.
Transplant resource Services, as elected by Customer (see Exhibit D – Fees).
Obesity and diabetes prevention Services, as elected by Customer.
Medical policy functions, as guided by a medical director, including health policy, quality assurance and medical management analysis and structure.
Predictive modeling, using data from a proprietary system, to identify individuals at risk and offer proactive programs to improve their health status. Additional charges apply for integrating an outside vendor's pharmacy data.

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Integration of historical and ongoing external pharmacy vendor data into predictive model. A Fee applies for historical integration. As long as Customer uses a pharmacy benefit manager with which UMR has an existing data sharing agreement, there is no additional Fee for ongoing integration.
Integration of historical medical data into predictive model, additional Fees may apply**.**
(Surest) Behavioral health Services, a comprehensive behavioral health management program including network access, development, and maintenance, claims processing, case management, member services, and outpatient care management. Other related Services are available for an additional Fee.
Other Services
Medicare Part D subsidy reporting Services. If elected by Customer, UMR will provide to Customer or, at Customer's request, directly to Centers for Medicare & Medicaid Services ("CMS"), information for Customer to comply with the requirements of the Retiree Drug Subsidy ("RDS") program in UMR's standard reporting which is compliant with CMS submission procedures and deadlines. Customer will provide UMR with any information UMR reasonably requires in order to prepare these reports, including but not limited to, Plan Variation/Reporting Code used to isolate members for whom Customer is pursuing the RDS, Participants' social security numbers or health information codes. Customer represents to UMR, and UMR acknowledges, that information provided in connection with the Services under this Agreement is used for purposes of obtaining Federal funds.
Medicare Secondary Payer reporting. UMR shall provide the applicable reports as required by the Medicare Secondary Payer Mandatory Reporting Provisions ("Reporting Requirements") in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007. Customer shall provide UMR in a timely manner and in an agreed upon format all data UMR requires to comply with the Reporting Requirements. UMR shall not be responsible for any noncompliance penalties in connection with the Reporting Requirements that are related to Customer's failure to provide the required data.
Catastrophic Events. During such time a state or government agency declares a state of emergency or otherwise invokes emergency procedures with respect to Participants who may be affected by severe weather or other catastrophic events (a "Catastrophic Event Timeframe") impacting public health or access to healthcare, Customer directs UMR to implement certain changes in its claim procedures for affected Participants, including, for example: (a) exemption from the application of prior authorization requirements and/or penalties; (b) waiver of out-of-network restrictions (e.g., out-of-network providers paid at the Network Provider level); (c) extension of time frames for claims filing and/or appeals; (d) early replacement of lost or damaged durable medical equipment; and (e) other protocols reasonably required to provide Participants with access to health and pharmacy benefits, as applicable. Such protocols are applicable to Participants residing within impacted areas of the Catastrophic Event, and for dates of service that fall within the Catastrophic Event Timeframe.
Termination Assistance. UMR will provide to Customer, during the run-out period and for a mutually agreed upon Fee: (a) a one-time standard accumulated extract which shows deductible, out-of-pocket, and lifetime maximum amounts for the current and prior year; and (b) open prior authorizations for Services that were approved but not yet completed.
Health Plan Transparency in Coverage Rule ("TiC"). UMR will support Customer's compliance by providing (1) machine-readable files that are accessible via a publicly available website, which Customer will be able to access and link to Customer's own website, and (2) a cost estimator tool available online for Plan Participants for the items and services as required each year.
Mental Health Parity Non-Quantitative Treatment Limitations ("NQTL"). Support related to Mental Health Parity NQTL audits initiated by the U.S. Department of Labor, U.S. Department of Health and Human Services, or the U.S. Department of Treasury.
To be included if purchased by Customer **Health Savings Account ("HSA") Services.** UMR or UMR's affiliate is Customer's preferred HSA custodian for eligible employees' HSAs. UMR will provide employee pre-enrollment brochures, a Human Resources communication toolkit, Participant HSA introduction letter, and brochure and access to bank account information through an account holder's website.

Sample

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The HSA is not subject to ERISA, therefore any provisions of this Agreement which reference ERISA, or which establish upon UMR an obligation to provide Services associated with an ERISA plan will not apply to the HSA and any services relating thereto.

Customer acknowledges that HSAs are subject to contribution limits and other requirements imposed by the IRC and associated guidance issued by the IRS/Treasury Department. Customer acknowledges and agrees that UMR will have no obligation to ensure compliance with any requirements or limitations pertaining to HSAs, their establishment, and/or use. To the extent that Customer has established contribution amounts and other HSA program requirements applicable to Customer employees, Customer will advise UMR of such requirements. UMR will not verify that distributions from Customer's employees' HSAs are for qualified medical expenses.

These Services do not apply to the Surest product.

To be included if purchased by Customer

Flexible Spending Account ("FSA") Services. UMR will process claims for eligible Plan expenses, any treatment amount, service, or supply paid or incurred by a Participant and eligible for reimbursement under the Plan and pursuant to applicable sections of IRC. Claims must be submitted in a form that is satisfactory to UMR for UMR to determine whether a benefit is reimbursable under the Plan including an initial determination as to whether a claim is considered an expense. Customer delegates to UMR the discretion and authority to use UMR's claim procedures and standards for Plan benefit claim determination and reimbursement. The Prevention and Recovery Services Section of this Agreement does not apply to FSA Services.

Standard FSA Services include materials, claims processing, eligibility processing, member services, Customer reporting, direct deposits to employee bank accounts including online administration and online account information. Other related Services are available for an additional Fee.

These Services do not apply to the Surest product.

To be included if purchased by Customer

Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") Services. Standard federal COBRA Services include an administration manual, member services, reporting, conversion, notifications, requests for review, eligibility updates, review of disability extension requests, and termination processing. UMR will provide the first and second level of review and communicate the decision. Customer will have final authority to decide discrepancies, including matters of clerical error concerning eligibility for continued coverage under the Plan. Upon termination of COBRA Services, UMR will return all amounts collected from qualified beneficiaries to Customer, less any amounts owed by Customer to UMR under this Agreement. Other related Services are available for an additional Fee.

In the event a qualified beneficiary's coverage terminates prior to the maximum continuation of coverage period (including termination for non-payment), UMR will provide the qualified beneficiary with a written notice of early termination. Customer must provide UMR with written notice of any changes in monthly contributions rates pursuant to federally mandated COBRA time frames. UMR may accept partial payment amounts sent by qualified beneficiaries.

Customer has final authority to decide all COBRA questions, including matters of clerical error concerning qualified beneficiaries' eligibility for continued coverage under the Plan. Customer is responsible for compliance with COBRA, including establishing the amount the qualified beneficiary must contribute to continue coverage under the Plan.

Specific to COBRA Services, UMR is not a named fiduciary of the Plan as defined by the IRC. The Prevention and Recovery Services section of this Agreement does not apply to COBRA Services.

To be included if purchased by Customer

Dental Services. Standard dental Services include claim processing, eligibility processing, members services, Customer reporting, Participant access to the national dental network, care management, and outreach services. Other related Services are available for an additional Fee.

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UMR will provide processing of run-out claims (meaning claims incurred prior to the termination date) for 12 months following termination of the Agreement. If Customer fails to provide the required funds for payment of benefits under the terms of this Agreement or UMR terminates for any other material breach, run-out will not apply.

These Services do not apply to the Surest product.

To be included if purchased by Customer

Vision Services. Standard vision Services include claim processing, eligibility processing, members services, and Customer reporting. Other related Services are available for an additional Fee. These Services do not apply to the Surest product.

To be included if purchased by Customer

Telemedicine Services. Standard telemedicine services include Participant access to a telemedicine provider network, telephonic and web-based video medical consultations or other online provider access, as allowed by state law. Other related Services are available for an additional Fee.

UMR does not provide medical advice, nor is it responsible for the advice provided through the telemedicine services. In no event shall UMR be found responsible or liable in any way or to any extent for any losses, claims or damages, including but not limited to consequential, special, punitive, incidental, or direct or indirect damages resulting from the services provided by a telemedicine provider and its employees, subcontractors and agents.

These Services do not apply to the Surest product.

To be included if purchased by Customer

Lifestyle Account ("LSA") Services. UMR will process claims for eligible post-tax Plan expenses, any treatment amount, service or supply paid or incurred by a Participant and eligible for reimbursement under the Plan as elected by the Customer. Claims must be submitted in a form that is satisfactory to UMR for UMR to determine whether a benefit is reimbursable under the Plan including an initial determination as to whether a claim is considered an expense. Customer delegates to UMR the discretion and authority to use UMR's claim procedures and standards for Plan benefit claim determination and reimbursement. The Prevention and Recovery Services Section of this Agreement does not apply to LSA Services.

Standard LSA Services include materials, claims processing, eligibility processing, member services, Customer reporting, direct deposits to employee bank accounts including online administration and online account information. Other related Services are available for an additional Fee.

These Services do not apply to the Surest product.

To be included if purchased by Customer

Short-Term Disability Plan Services

Services:

- Verification of Participant eligibility upon receipt of claim.
- Review completed forms from Customer, Participant and attending physician.
- Provide Participant with the status of their disability claim (benefit check letter of denial).
- Determine typical duration for each claim.
- Follow up with attending physician and Customer to determine return to work date.
- Withhold involuntary deductions from the disability check.
- Issue yearly W-2's for disability payments made to Participants.
- Issue a check, if applicable, directly to the Participant on a scheduled basis.
- Provide disability case management services for appropriate cases, as determined by UMR.
- Provide a monthly disability claim summary report.
- Provide a weekly financial report that details each transaction that is processed.
- Additional services available upon request, subject to a Fee.

Customer responsibilities

- Provide UMR with disability information needed to administer the Plan.

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- Notify UMR as soon as a Participant returns to work from disability leave. UMR will continue to apply normal Plan provisions until notified of a Participant change in status. UMR does not guarantee recoupment of funds paid to the Participant prior to being notified of the Participant's return to work or other ineligibility status.

These Services do not apply to the Surest product.

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Exhibit B – Business Associate Agreement

This Business Associate Agreement ("BAA") is incorporated into and made part of the Administrative Services Agreement ("Agreement") between UMR, Inc. ("UMR") ("Business Associate") and [Customer Legal Name] ("Covered Entity") and is effective on [BAA Effective Date]. Covered Entity and Business Associate may both be referred to herein individually as a "Party" or collectively as the "Parties".

The Parties hereby agree as follows:

Section 1 Definitions

Unless otherwise specified in this BAA, all capitalized terms used in this BAA not otherwise defined have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations as amended from time to time (collectively, "HIPAA").

Privacy Rule: The federal privacy regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).

Protected Health Information ("PHI"): As defined in 45 C.F.R. 160.103 and is limited to the Protected Health Information received from, or received or created on behalf of, Covered Entity by Business Associate pursuant to the performance of the Services.

Security Rule: The federal security regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & C).

Services: To the extent and only to the extent they involve the receipt, creation, maintenance, transmission, use or disclosure of PHI, the services provided by Business Associate to Covered Entity as set forth in the Agreement, including those set forth in this BAA in Section 4, as amended by written agreement of the Parties from time to time. Business Associate agrees to maintain the confidentiality of Personally Identifiable Information ("PII") on the same terms and conditions as PHI; as such, all references to PHI in this BAA shall include PII.

Section 2 Responsibilities of the Business Associate

With regard to its use and/or disclosure of PHI, Business Associate agrees to:

2.1 not use and/or disclose PHI except as necessary to provide the Services, as permitted or required by this BAA and/or the Agreement, and in compliance with each applicable requirement of 45 C.F.R. 164.504(e), or as otherwise Required by Law, except that to the extent Business Associate is to carry out Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of those obligations.

2.2 implement and use appropriate administrative, physical and technical safeguards and comply with applicable Security Rule requirements with respect to Electronic Protected Health Information, to prevent use or disclosure of PHI other than as provided for by this BAA and/or the Agreement.

2.3 without unreasonable delay, report to Covered Entity (i) any use or disclosure of PHI not provided for by this BAA and/or the Agreement, of which it becomes aware in accordance with 45 C.F.R. 164.504(e)(2)(ii)(C); and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. 164.314(a)(2)(i)(C).

2.4 with respect to any use or disclosure of Unsecured PHI not permitted by the Privacy Rule that arises out of Business Associate's failure to comply with one or more of its obligations under this BAA, Business Associate will determine when any such incident is a Breach. In the event of a Breach, Business Associate shall (i) provide Covered Entity with written notification, and (ii) provide all legally required notifications to Individuals, HHS, and/or the media on behalf of Covered Entity in accordance with 45 C.F.R. 164 (Subpart D). Business Associate shall pay for the reasonable and actual costs associated with those notifications.

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2.5 in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 45 C.F.R. 164.308(b)(2), ensure that any subcontractors of Business Associate that create, receive, maintain, or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate with respect to that PHI.

2.6 make available its internal practices, books, and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule.

2.7 after receiving a written request from Covered Entity or an Individual, make available an accounting of disclosures of PHI about the Individual in accordance with 45 C.F.R. 164.528.

2.8 after receiving a written request from Covered Entity or an Individual, provide access to PHI in a Designated Record Set about an Individual in accordance with the requirements of 45 C.F.R. 164.524.

2.9 after receiving a written request from Covered Entity or an Individual, make PHI in a Designated Record Set about an Individual available for amendment and incorporate any amendments to the PHI, all in accordance with 45 C.F.R. 164.526.

Section 3 Responsibilities of the Covered Entity

In addition to any other obligations set forth in the Agreement, including in this BAA, Covered Entity:

3.1 shall provide to Business Associate only the minimum PHI necessary to accomplish the Services.

3.2 shall notify Business Associate of any limitations in the notice of privacy practices of Covered Entity under 45 C.F.R. 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

3.3 shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

3.4 shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

3.5 In the event Covered Entity acts as described in this Section, Business Associate shall decide which restrictions or limitations it will administer. In addition, if those limitations or revisions materially increase Business Associate's cost of providing Services under the Agreement, including this BAA, Covered Entity shall reimburse Business Associate for such increase in cost.

Section 4 Permitted Uses and Disclosures

Unless otherwise limited in this BAA, in addition to any other uses and/or disclosures permitted or required by this BAA or the Agreement, Business Associate may:

4.1 make any and all uses and disclosures of PHI necessary to provide the Services to Covered Entity.

4.2 use and disclose PHI, if necessary, for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, on the condition that the disclosures are Required by Law or any third party to which Business Associate discloses PHI for those purposes provides written assurances in advance that (i) the information will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to the third party or as Required by Law, and (ii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached.

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4.3 de-identify PHI received or created by Business Associate under this BAA in accordance with the Privacy Rule, which de-identified information does not constitute PHI, is not subject to this BAA, and may be used and disclosed on Business Associate's own behalf.

4.4 provide Data Aggregation services relating to the Health Care Operations of the Covered Entity in accordance with the Privacy Rule.

4.5 use and disclose PHI and data as permitted in 45 C.F.R 164.512 in accordance with the Privacy Rule.

4.6 use PHI to create, use, and disclose a Limited Data Set in accordance with the Privacy Rule.

Section 5 Termination

5.1 Termination. If Covered Entity knows of a pattern of activity or practice of the Business Associate that constitutes a material breach or violation of this BAA, then the Covered Entity shall provide written notice of the breach or violation to the Business Associate that specifies the nature of the breach or violation. The Business Associate must cure the breach or end the violation on or before 30 days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the Covered Entity within the specified timeframe, or in the event the breach is reasonably incapable of cure, then the Covered Entity may terminate the Agreement and/or this BAA.

5.2 Effect of Termination. After the termination for any reason of the Agreement and/or this BAA, Business Associate shall return or destroy all PHI received from or created or received by Business Associate on behalf of the Covered Entity, if feasible to do so, including such PHI in possession of Business Associate's subcontractors. In the event that Business Associate determines that return or destruction of the PHI is not feasible, Business Associate may retain the PHI and shall extend any and all protections, limitations, and restrictions contained in this BAA to Business Associate's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this BAA and shall limit any further uses or disclosures solely to the purposes that make return or destruction of the PHI infeasible.

5.3 Cooperation. Each Party shall cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action, or other inquiry.

Section 6 Miscellaneous

6.1 Construction of Terms. The terms of this BAA, to the extent they are unclear, shall be construed to allow for compliance by Covered Entity and Business Associate with HIPAA.

6.2 No Third Party Beneficiaries. Nothing in this BAA shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

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Exhibit C – Security

This Security Exhibit is incorporated into and made part of the Administrative Services Agreement ("Agreement") between UMR, Inc. ("United") and [Customer Legal Name] ("Customer") and is effective on [Effective Date]. These requirements are applicable if and to the extent that United creates, has access to, or receives from or on behalf of Customer any Customer Information (as defined below).

The Parties hereby agree as follows:

Section 1 Definitions

The following terms shall have the meanings as set forth below:

Customer Information: Any Customer information in electronic format provided, collected, or created by United in the course of providing products or Services under the Agreement that includes or is comprised of any of the following:

(1) Protected Health Information, as defined in 45 C.F.R. 160.103, and is limited to the Protected Health Information received from, or received or created on behalf of, Customer;

(2) Non-public personal information (i.e., any information that would be termed "non-public personal information" under the Federal Gramm-Leach-Bliley Act, any related state statutes, and any related federal or state regulations);

(3) Other personal information (i.e., other personally identifiable information about individuals, or information that can be used to identify individuals, the disclosure and/or use of which is restricted by applicable federal or state law, including social security numbers); and

(4) Customer's Confidential Information.

United Information Systems: Information systems resources supplied or operated by United, including network infrastructure, computer systems, workstations, laptops, hardware, software, databases, storage media, printers, proprietary applications, and Internet connectivity which are used by United in providing products or Services under the Agreement.

Healthcare Industry Security Standards: The standards and framework of HITRUST Common Security Framework ("CSF").

Section 2 General Requirements

2.1 United shall maintain a comprehensive security program under which United documents, implements, and maintains the physical, administrative, and technical safeguards necessary to: (a) comply with Law; and (b) protect the confidentiality, integrity, availability, and security of United Information Systems and Customer Information. United's security program shall be consistent with the requirements of this Exhibit and shall be designed to ensure compliance with the provisions of applicable law, including, as applicable, the Health Information Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), the Payment Card Industry Data Security Standards ("PCI DSS"), Sarbanes-Oxley ("SOX"), and Federal Gramm-Leach-Bliley Act (GLBA).

2.2 In accordance with reasonable Healthcare Industry Security Standards, United's security program is comprised of: a formal risk management program; periodic risk assessments; an adequate framework of controls that safeguard United Information Systems and Customer Information; processes for change management, code inspection, separation of development and production environments, and testing plans; at least once per year perform enterprise-level penetration, perimeter vulnerability testing, internal infrastructure vulnerability testing, and application testing; facility and environmental controls to prevent unauthorized physical access to United Information Systems and areas where Customer Information is stored or processed; encrypt transmissions of information via public networks (i.e., the Internet), laptops / desktops,

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devices, removable storage media (e.g., thumb drive, external hard drives, writable CD drives, backup tapes), applications, and network data storage containers.

2.3 United will establish and maintain written business continuity plans for the services and supporting facilities, written disaster recovery plans for critical technology and systems infrastructure, and proper risk controls to enable continued performance under the Agreement in the event of a disaster or other unexpected break in services.

Section 3 Business Continuity Management

United will, at its sole expense, establish and maintain (i) written business continuity plans for the Services and supporting facilities, (ii) written disaster recovery plans for critical technology and systems infrastructure, and (iii) proper risk controls (collectively, the "Contingency Plans") to enable continued performance under the Agreement in the event of a disaster or other unexpected break in Services. United will update and test the operability of any applicable Contingency Plan at least annually and will maintain each such plan upon the occurrence of a declared disaster event. As used herein, a disaster is defined as an unanticipated incident or event, including, without limitation, force majeure events, technological accidents, or human-caused events that may cause a material service or critical application to be unavailable without any reasonable prediction for resumption, or that causes data loss, property damage, or other business interruption without any reasonable prediction for recovery within a commercially reasonable time period.

Section 4 Audits

4.1 Customer Audit. At Customer's own cost and expense, no more than once each year, United will permit Customer and/or its duly authorized representatives, upon 30 days advance notice and subject to a mutually agreeable confidentiality agreement, reasonably necessary access to United's data processing facilities, administrative and security procedures, and documentation in order to ascertain compliance with Law and the terms of this Exhibit as it relates to the processing of Customer Information. The scope, timing, nature, and approach of such reviews shall be mutually agreed to in writing by the Parties. Audits will be performed during regular business hours in a manner designed to minimize the interference with United's operations and will not require on-line access to United Information Systems. United shall provide reasonable access to relevant personnel, physical premises, and reasonable documentation. The duration of any on-site assessments may not exceed more than 1 business day.

4.2 Service Auditor Reports. United may make its Type II service auditor report ("Report") available to United's self-funded customers each year for Customer's review in connection with Plan administrative purposes only. The Report will be issued under the guidance of Statement on Standards for Attestation Engagements #18 ("SSAE18"). Should new guidelines covering service auditor reports be issued, United may make the equivalent of, or any successor to, the SSAE18 Type II Report available to United's self-funded customers. The Report is United's Confidential Information and shall not be shared with any third parties without United's prior written approval, except that Customer can share the Report with: (i) Customer's independent public accounting firm; and/or (ii) Customer's consultants, on the condition that such consultants are not in any way a competitor of United's and that Customer informs its consultants that the Report was not prepared for their use. To the extent that Customer does provide the Report to its independent public accounting firm, or a consultant as permitted in this Section, Customer shall require that they retain the Report as confidential and that they not disclose such Report to any other persons or entities.

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Exhibit D – Fees

These are the Fees Customer agrees to pay to UMR in exchange for the Services. The following financial terms are effective for the period DATE through DATE, unless otherwise specified.

Final Claims Fiduciary: [UMR][Customer]

Sample

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Exhibit E – Guarantees

The Fees at risk do not include Customer-elected optional and non-standard programs Fees, Payment Integrity Programs Fees, Out-of-Network Programs Fees, Commission Funds, Consultant Funds, and ancillary product Fees. Any Customer credits set forth in Exhibit D – Fees will reduce the total Fees at risk.

Unless otherwise specified these guarantees are effective beginning DATE, each twelve-month period is a "Guarantee Period". With respect to the aspects of UMR's performance addressed in this Exhibit, these Fee adjustments are Customer's exclusive financial remedies.

Unless otherwise specified the UMR guarantees are effective beginning DATE, each twelve-month period is a "Guarantee Period". With respect to the aspects of UMR's performance addressed in this Exhibit, these Fee adjustments are Customer's exclusive financial remedies.

The Fees payable by Customer under this Agreement will be adjusted through a credit to Customer's Fees in accordance with the guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, the Surest guarantees are effective for the period beginning DATE through DATE ([each twelve-month period is a] "Guarantee Period"). With respect to the aspects of Surest's performance addressed in this Exhibit, these Fee adjustments are Customer's exclusive financial remedies.

These guarantees will become effective upon the later of (1) the effective date of the Guarantee Period, or (2) the date this Agreement is signed by both parties. In the event these guarantees become effective later than the effective date of the Guarantee Period: (1) quarterly guarantees will become effective beginning with the next calendar quarter following signature of this Agreement by both parties; and (2) annual guarantees will become effective commencing with the Term of the Agreement during which this Agreement is signed by both parties.

United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent United's failure is due to Customer's actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United's required compliance with any law, regulation, or governmental agency mandate or anything beyond United's reasonable control.

Prior to the end of the Guarantee Period, and on the condition that this Agreement remains in force, United may specify to Customer in writing new guarantees for the subsequent Guarantee Period. If United specifies new guarantees, United will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

Claim is defined as an initial and complete written request for payment of a Plan benefit made by an enrollee, physician, or other healthcare provider on an accepted format. Unless stated otherwise, the claims are limited to medical claims processed through the claims systems. Claims processed and products administered through any other system, including claims for other products such as vision, dental, flexible spending accounts, health reimbursement accounts, health savings accounts, or pharmacy coverage, are not included in the calculation of the measurements. Also, services provided under capitated arrangements are not processed as a typical claim, therefore capitated payments are not included in the measurements.

For pharmacy benefit administrative services, in the event any of the terms herein are inconsistent with the requirements of any federal, state or other applicable law or regulation, then the inconsistent terms will be null and void and United will have the right to revise, reprice or revoke this arrangement.

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To be included if purchased by Customer

Exhibit F – Pharmacy Benefit Administration Services

The following are the pharmacy benefit administrative services United has agreed to provide to Customer either directly or through its pharmacy benefit manager affiliate. Customer may request that United provide services in addition to those set forth in this Exhibit. Any additional services United agrees to provide may be subject to an additional Fee. The services described in this Exhibit will be made available to Customer's eligible Participants consistent with the Summary Plan Description under which the Participant is covered.

Section 1 Definitions

For pharmacy benefit administrative services, the following terms have the meanings set forth below. The words may be singular or plural.

Authorized Brand Alternative Drug: A drug with a unique NDC that is the bioequivalent of a Brand Drug that is under patent, and which is manufactured by the patent holder or affiliate or a third party under a license, whether or not identified as a Brand Drug or Generic Drug by the manufacturer or a Pricing Source.

Average Wholesale Price ("AWP"): The average wholesale price, as reflected on the Medi-Span Prescription Pricing Guide, with supplements ("Medi-Span"), of a Prescription Drug based on the 11 digit NDC of the Prescription Drug on the date dispensed. United will rely on Medi-Span as updated by United no less frequently than every 7 days to determine AWP for purposes of establishing the pricing provided to Customer under this Agreement. United will not establish AWP, and United will have no liability to Customer arising from use of Medi-Span.

Brand Drug: A single-source or multi-source prescription drug product as designated by Medi-Span or other available data resources that identify as a brand product.

Compound Drug: A Prescription Drug that is prepared by a pharmacist who mixes or adjusts one or more Prescription Drugs to customize a medication to meet a Participant's individual medical needs.

Covered Prescription Service: Prescription Drugs or other pharmaceutical products, services, or supplies dispensed by a pharmacy to a Participant for which coverage is provided in accordance with the Participant's Plan.

Dispensing Fee: The contracted rate of compensation paid to a Network Pharmacy for the processing and filling of a Prescription Claim.

Drug Manufacturer: An entity that manufactures, sells, markets or distributes Prescription Drugs, provided Drug Manufacturer shall not include wholesalers engaged in the sale and distribution of Prescription Drugs.

Generic Drug: A prescription drug product, whether identified by its chemical, proprietary or non-proprietary name, that is therapeutically equivalent and interchangeable with a Prescription Drug having an identical amount of the same active ingredient(s). For purposes of this Agreement, the Generic Drug determination is made based upon factors including indicators in Medi-Span or other available data resource that identify as a generic product.

Home Delivery Pharmacy: A facility that is duly licensed to operate as a pharmacy at its location and to dispense Prescription Drugs via postal or commercial courier delivery to individuals, including Participants. Home Delivery Pharmacy includes pharmacies that are affiliates of United.

Limited Distribution Drugs: Prescription Drugs only available through select pharmacy providers as determined by the Drug Manufacturer.

MAC: The maximum allowable cost of a Prescription Drug as specified on a list established by United. United may have multiple MAC lists, each of which is subject to United's periodic review and modification in its sole discretion.

Manufacturer Administrative Fees: The administrative Fees paid by drug manufacturers to United's PBM affiliate for provision of Rebate administration services.

Sample

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NDC: The 11 digit National Drug Code that is the identifying Prescription Drug number maintained by the FDA.

Network Pharmacy: A retail pharmacy, Home Delivery Pharmacy, Specialty Pharmacy or other facility that is duly licensed to operate as a pharmacy at its location and to dispense Prescription Drugs to Participants and has entered into a Network Pharmacy agreement. An affiliate of United, in its capacity as a Home Delivery Pharmacy or Specialty Pharmacy is a Network Pharmacy.

Non-MAC Generic Drugs: Generic Drugs where market conditions do not allow for MAC prices to be used.

P&T Committee: The Pharmacy and Therapeutics Committee formed by United that reviews a Prescription Drug for inclusion on the PDL and creates criteria, policies and procedures for such inclusion including, but not limited to, clinically appropriate quantity restrictions, step therapies and prior authorizations.

Prescription Claim: A single request for payment for a Covered Prescription Service.

Prescription Drug: An FDA approved drug required to be dispensed or administered only by prescription from a licensed health care professional in accordance with Law.

Prescription Drug List ("PDL"): The list of Prescription Drugs as developed by United and approved and adopted by Customer for use with the Plan.

Pricing Source: The Medi-Span Prescription Pricing Guide, with supplements, or another nationally recognized pricing source determined by United.

Rebate: (a) Any discount, Manufacturer Administration Fees, price concession or other remuneration United receives from a Drug Manufacturer under a Rebate agreement that is contingent upon and related directly to Participant use of a Prescription Drug under the Plan's pharmacy benefit during the Term. (b) Rebate does not include any discount, price concession, or other direct or indirect remuneration United or a group purchasing organization receives from a Drug Manufacturer for direct purchase of a Prescription Drug or for the provision of any product or service or tool, including analytical services used in the review of data.

Single-Source Generic Drugs: A Generic Drug that has only one generic manufacturer.

Specialty Drugs: A Prescription Drug that has at least 3 of the following criteria: (a) a biotechnology product or exhibit gene therapy technology; (b) FDA designated orphan or ultra-orphan status; (c) any formulation of drug that is high-cost as defined by the CMS specialty cost threshold; (d) drugs requiring focused, in-depth Participant education and/or adherence monitoring and/or side effect management and/or injection preparation/administration education; (e) drugs that require specialized storage control or other specific shipping/handling requirements; (f) infusion or healthcare administered injectable drugs professionally administered by a healthcare professional or in a healthcare setting (but excluding supplies or the cost of administration); or (g) therapy requiring management and/or care coordination by a healthcare provider specializing in the Participant's condition; or (h) managed as part of an existing specialty therapeutic program. Specialty Drugs shall not include any Prescription Drugs that: (x) require nuclear pharmacy sourcing; (y) are preventive immunizations (e.g., influenza, DTP); or (z) are administered only in the inpatient setting.

Specialty Drug List: The Specialty Drug List that is maintained and updated by United from time to time.

Specialty Pharmacy: A facility that is duly licensed to operate as a pharmacy to dispense Specialty Drugs. Specialty Pharmacy includes pharmacies that are affiliates of United.

Section 2 Prescription Drug Benefit Services

Section 2.1 Administrative Support. United will provide administrative services to the Plan in accordance with Customer's most recent SPD(s) and as set forth in this Agreement.

Engagement. Customer engages United or its affiliate as its exclusive provider of the prescription drug benefit services set forth in this Agreement.

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Reporting. United will make available to Customer United's standard online reports.

Section 2.2 Pharmacy Network Administration. United will establish and maintain a network of pharmacies to provide services to Customer. United may add or remove Network Pharmacies from the pharmacy network. United will make a reasonable effort to provide Customer with advance notice of any material changes to the pharmacy network. United will establish and maintain a reasonable process for credentialing Network Pharmacies.

Audit Services. United will, in accordance with its standard audit program and as required by Law, conduct real-time and retrospective desk audits and selected on-site audits of Network Pharmacies to determine whether Network Pharmacies are submitting appropriate billings for payment by Customer or Participants.

Claims Processor Fees. United maintains systems for processing pharmacy claims and may receive access fees and charges for marketing and administrative services as compensation for services United provides to Network Pharmacies.

Section 2.3 Claims Process. Claims Adjudication. United will adjudicate, process, and pay Prescription Claims for Covered Prescription Services in accordance with the Plan, applicable Law, and the pricing and other terms of the Network Pharmacy participation agreements. Only Prescription Claims that are (a) prepared in accordance with the NCPDP promulgated standard format that contain all information necessary for processing of a Prescription Claim and are submitted by the Network Pharmacies in a timely manner through United's system, and (b) properly submitted by Participants as requests for reimbursement for Covered Prescription Services, will be adjudicated. For home delivery, retail, and specialty pharmacy services, United may retain the difference between the amount which United reimburses the Network Pharmacy and the amount which Customer pays for a Covered Prescription Service.

Payments to Pharmacies. In connection with Prescription Claims, a timing difference may occur between the time in which United withdraws funds from Customer's claims account and the time in which United issues payments to pharmacies and other payees. United may retain any interest earned on these amounts during this time. Interest is expected to be paid at overnight deposit rates by United's banking institution.

Claim Determinations and Appeals. These services will be provided for pharmacy claims per Section 6 of Exhibit A – Medical Benefit Administration Services.

Section 2.4 Benefits Administration and Support - Clinical Services. United will provide the following clinical services to Customer:

(1) Utilization Management Development and Support. Customer will implement United's standard utilization management programs for the Plan. United's utilization management criteria will not be available for use by Customer or a third party vendor of Customer. Instead, Customer may choose to implement custom utilization management programs; however, all customizations are subject to approval by United. Additional administrative Fees may apply for non-standard utilization management programs requested by Customer and agreed to by United. Such customizations may impact the financial terms in this Agreement.

(2) Prior Authorization Services. At Customer's request, United shall administer a prior authorization program applying rules and conditions applicable to the Plan.

(3) Changes Due to Shortages, Recall, or Public Health and Safety Concern. In the event of a Prescription Drug shortage or recall or public health and/or other material safety concerns impacting or related to the distribution or dispensing of Prescription Drugs, Customer authorizes United to make temporary clinically appropriate changes to the PDL status and/or tiering of Prescription Drugs, days' supply limitations, Network Pharmacy access, utilization management programs or similar programs or initiatives to address such concerns. Prescriptions Drugs impacted by such changes shall be excluded from all financial and performance guarantees.

(4) Participant Communication. United may, on behalf of Customer: (a) communicate with Participants to describe health-related products or services (or payment for the products or services) included in the Plan(s), including communications about Network Pharmacies, replacement or enhancement to the Plan(s), and

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health-related products or services available only to Participants that add value to and are not part of the Plan; (b) conduct population-based activities relating to improving the health of Participants and reducing their healthcare costs; and (c) contact Participants with health education information and information about Prescription Drugs, treatment alternatives, and related functions.

(5) E-Prescribing. United will provide prescribers with electronic access to Participant Plan information.

Section 2.5 Prescription Drug List (PDL). Customer will adopt one or more of United's PDLs as the PDL. Upon termination of this Agreement, or if Customer terminates the pharmacy benefit services portion of this Agreement, Customer will stop all use of the PDL. United will make the PDL available to Customer or other appropriate parties. Except as provided in this Agreement, Customer will not copy, distribute, sell, or otherwise provide United's PDLs, to another party without United's prior written approval. Provided that United agrees, Customer may post the PDL on Customer's Participant health care website.

PDL Changes. United will include in the PDL new Prescription Drugs or other services or supplies as specified in the Plan. Following changes to the PDL, United, at Customer's request, will provide or make available appropriate notifications of negative PDL changes to Customer, impacted Participants, and prescribers.

While Customer is the ultimate decision-maker on selecting the design of Customer's PDL(s), Customer has requested that United supply and assist Customer with certain PDL development and management functions including but not limited to drug tiering decisions. United's intent is to offer and provide Customer with the same PDL and management strategies that United develops and employs in the management of United's fully insured business.

United makes the final classification of a Prescription Drug to a certain tier of the PDL by considering several factors including, but not limited to, clinical and economic factors. Clinical factors may include, but are not limited to, evaluations of the place in therapy, relative safety, or relative efficacy of the Prescription Drug, as well as whether supply limits or notification requirements should apply. Economic factors may include, but are not limited to, the Prescription Drug's acquisition cost including, but not limited to, available Rebates and assessments on the cost effectiveness of the Prescription Drug.

Section 2.6 Rebate Management. Rebate Eligibility. Customer will be eligible to receive Rebates subject to: (i) the terms set forth in Exhibit X – Guarantees and (ii) Customer's Plan(s), PDL, and Prescription Claim utilization satisfying the Drug Manufacturer's Rebate contract criteria. Customer authorizes United to contract directly or indirectly with Drug Manufacturers for Rebates. Customer acknowledges that United negotiates Rebates with Drug Manufacturers based on United's book of business and not on a customer specific basis. Customer understands that not all Brand Drugs and not all Prescription Drugs are eligible for Rebates, and United is not obligated to submit Rebates for Prescription Claims that it does not believe are eligible to receive Rebates.

Rebate Guarantees. Except for any Rebate guarantees described in this Agreement, United has no obligation to obtain any particular amount of Rebates for Customer.

Collection. United will use commercially reasonable efforts to process, invoice, and collect Rebates. United will not be responsible for any non-payments or partial payments of amounts owing under an agreement for Rebates. United may, but is not required to, initiate action to seek to collect Rebates from a Drug Manufacturer. If United initiates such a collection action, United may offset any reasonable costs, including reasonable attorneys' fees and expenses, arising from any such action against any of the Rebates obtained. To the extent of any overpayment or erroneous payment to Customer by United, Customer will either refund such payment to United or United may recoup the payment from other sums due to Customer under this Agreement.

Disbursement. Provided Customer complies with the terms of this Agreement, United will reconcile, allocate, credit, or disburse all Rebates received in accordance with this Agreement. Customer acknowledges that it has no right to receive a payment of Rebates for Rebates United has not received or until such reconciliation and allocation has been completed. Customer's first Rebate payment will be remitted no later than 210 days after the end of the incurred quarter following the date United began pricing pharmacy benefit administration services, based on actual amounts received. Thereafter, Rebate payments will be made within 90 days after the end of each quarter, which will include

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true ups on all prior quarters. An annual reconciliation will be performed after the end of each contract year. Rebate reporting will be provided at the time of payment.

Other Pharmaceutical Relationships. Nothing in this Agreement shall preclude United from pursuing, directly or indirectly, other sources of revenue from Drug Manufacturers or engaging in other revenue-producing relationships with Drug Manufacturers. Additionally, United or its affiliates, acting as a Home Delivery Pharmacy or a Specialty Pharmacy, may purchase Prescription Drugs from Drug Manufacturers and receive certain discounts and purchase rebates from Drug Manufacturers in connection with these purchases. United retains these discounts and purchase rebates and does not pass them on to Customer.

Customer Rebate Contracting Prohibited. If Customer, or its affiliates, vendors, or third parties contract with or receive payment from another party, including a Drug Manufacturer, for a discount, utilization limit, Rebate, or other incentive associated with the utilization of a Prescription Drug, Customer will be in material breach of this Agreement. Upon such breach, United, in its sole discretion, may adjust or eliminate any guarantees described in Exhibit X – Guarantees. Upon request, Customer will cooperate fully with United or a Drug Manufacturer to verify Customer's participation in any Rebate program and to confirm that all Rebate-related payments were made for Covered Prescription Services to eligible Participants.

Changes. If a government action or a major change in pharmaceutical industry practices eliminates or materially reduces manufacturer Rebate programs, Customer's payment amount may be reduced or eliminated. In such event, United shall promptly notify Customer and revise or eliminate such payment to be effective on the date of the reduction or elimination in Rebate payments. In addition, reduction or elimination of Rebates in this event shall constitute a change in the Agreement as described in Section 3 Fees, of Exhibit A – Medical Benefit Administration Services, such that United has the right to propose a change to the Fees or change the Rebate arrangement under this Agreement. Termination of pharmacy benefit services shall constitute a change in the Agreement such that United has the right to increase the Fees for medical management services under this Agreement. In addition, Customer agrees to reasonably cooperate with United in order to obtain Rebates.

Section 2.7 Home Delivery Pharmacy Services. United will provide, through its affiliated Home Delivery Pharmacies, Covered Prescription Services to Participants in accordance with the SPD. Home Delivery Pharmacies will provide customer service support for Participants who use Home Delivery Pharmacy Services. Upon request, United will make available to Customer Home Delivery brochures for distribution to Participants.

Home Delivery Rates. Specialty Drug pricing guarantees and terms apply to Specialty Drugs, even if dispensed by a Home Delivery Pharmacy. If Customer or Participants request or require expedited or alternative shipping methods other than United's standard method, Customer will be solely responsible for those costs.

Section 2.8 Specialty Pharmacy Services. United will provide Customer with Specialty Drug Covered Prescription Services.

New Specialty Drugs. When a new Prescription Drug is identified and categorized by United as a Specialty Drug, United will make available the new Specialty Drug to Participants as part of the Specialty Drug Covered Prescription Services.

Specialty Drug Administration. United shall designate the drugs to be included in the Specialty Drug List. Customer requested changes to the Specialty Drug List must be mutually agreed upon and may be subject to additional Fees.

Section 2.9 Audits. Once each calendar year during the term of the Agreement or any applicable run-out period, a mutually agreeable entity, on behalf of Customer, may conduct a pharmacy claims audit for purposes of determining if United is administering its claims transactional services in accordance with Plan provisions. Prior to the commencement of this audit, a signed, mutually agreeable confidentiality agreement with United is required.

All audits will be limited to information relating to the calendar year in which the audit is conducted, and the immediately preceding calendar year (up to an 18 month look back).

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Customer must notify United in writing of its intent to audit. The place, time, type, scope, and duration of all audits must be reasonable and agreed to by United. No audits will be initiated or conducted during December or January because of the demands of the annual renewal and implementation period. The audit scope will cover a period not to exceed 12 months, unless the audit relates to a financial guarantee for a period exceeding 12 months, in which case the audit scope will be limited to the term of the financial guarantee. Requests for an audit must be submitted within 6 months of the end of the period to be audited. Once audit has been performed for a particular audit period (whether limited or full scope), that audit period will be closed, and no further audits will be allowed for that audit period. Customer will pay any expenses that it incurs in connection with the audit. Customer will also pay any extraordinary expenses United incurs due to a Customer request related to the audit, such Fees to be reviewed and approved by the Customer in advance.

United will provide Customer's auditor with access to all relevant Customer-specific information reasonably necessary to conduct the audit, including all applicable Prescription Claims and, in the case of a Rebate audit, access to United's top 5 Rebate agreements or Rebate agreements that account for at least 75% of the Customer's total Rebate revenue generated per year, whichever is less. Any audit of Rebate agreements must be conducted by a mutually agreed upon third party auditor and Customer's auditor may not copy (through handwritten notes or otherwise) or retain contracts or related documents provided by United during such audit. Customer's auditor may take and retain notes to the extent necessary to document any identified errors, and such notes are subject to review by United to ensure compliance with this Section.

Customer or its auditor may send United up to 300 suspected erroneous Prescription Claims for United to perform additional research prior to providing United with its audit report. Customer or its auditor shall provide an audit report in writing to United within 45 days after the conclusion of the audit. Such audit report will contain a representative sample of Prescription Claims suspected to be erroneous or the entire suspected error population, as well as the dollar amount associated with any suspected errors. If Customer or its auditor provides United with the entire suspected error population, United will then review a statistically valid sample of the Prescription Claims and provide Customer or its auditor with its response within 30 days of United's receipt of the audit report. Customer or its auditor shall then have 30 days to respond to United's response. If Customer or its auditor fails to provide an initial audit report to United within 45 days of the conclusion of the audit or if Customer fails to respond to United's response to the audit report within 30 days, then the audit will be considered closed. Any payment made, whether by United or Customer, based upon audit findings will be made within 30 days following Customer's and United's mutual agreement on the audit results, as reflected in an executed audit settlement agreement.

Section 2.10 Miscellaneous.

2.10.1 Transition Assistance Following Termination. Upon notice of termination pharmacy benefit administrative services under this Agreement, United will, to the extent applicable, provide Customer or its designee with up to 12 transmissions, in the aggregate, of the following files in United's standard format: (a) existing Home Delivery Pharmacy or Specialty Pharmacy open refill transfer files for Participants, based upon Customer's most current eligibility files; (b) Customer's prior authorization files; and (c) Customer's accumulator files.

2.10.2 Government Program Reporting. To the extent applicable, the parties acknowledge and agree that any discount, Rebate, Manufacturer Administrative Fee, credit, or allowance provided to Customer under this Agreement and any Rebate retained by United under this Agreement shall constitute and shall be treated as a discount, within the meaning of 42 U.S.C. §1320a-7b(b)(3)(A), provided to Customer against the price of Prescription Drugs provided under this Agreement. To the extent required by Law or contractual commitment, Customer agrees to disclose and report any such discount, Rebate, Manufacturer Administrative Fee, credit or allowance to Medicare, Medicaid, or other government health care programs as a discount against the price of the Prescription Drugs provided under this Agreement. Upon Customer's request, United will provide additional information necessary to support Customer's government reporting requirements.

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EXHIBIT X – REFERENCED-BASED PRICING

This Exhibit for Referenced-based pricing ("RBP") is made by and between HealthSCOPE Benefits, Inc. ("HSB") and Customer and covers the RBP that HSB is providing to Customer for use with Customer's self-funded employee benefit Plan effective [Effective Date].

This Exhibit will not affect any of the terms, provisions, or conditions of the Agreement except as stated herein.

Service Code	ITEM	FEE and BASIS
	HSB to facilitate out of network reimbursement methodology through Customer's elected RBP vendor; Services include the following: • Audit to ensure appropriate provider charges. • Reprice and pay using an equitable profit for provider above cost of Medicare. • Advocacy component where the Participant can access resources to educate and provide proactive engagement on the Plan design. • Dedicated team to handle requests for additional payments from the provider. Appeals Procedures. The appeals procedures as set forth in this Agreement do not apply to Participants who utilize the RBP out of network reimbursement methodology through Customer's elected RBP vendor. Customer has appointed the RBP vendor as a fiduciary under the Plan to the extent the RBP vendor will be responsible for reviewing and deciding on appealed claims that are submitted by Participants or their duly authorized representatives or delegating this duty to someone other than UMR. RBP vendor and Customer are responsible for complying with applicable Law regarding these appeals. UMR shall have no responsibility for appeals other than to provide applicable claims appeal information to RBP vendor's designated person.	
2131 2210	RBP vendor is ELAP Services, LLC ("ELAP"), provides a retrospective model, self-directed care paid for after care delivered, not pre-approved or pre-negotiated	% of Billed Charge $XX PEPM
2132	RBP vendor is HSTechnology Solutions, Inc. ("HST"), provides a prospective model, pre-care, pre-certified, and care is coordinated.	% of Billed Charge $XX PEPM
2133	RBP vendor is 6 Degrees Health DX, LLC ("6 Degrees"), provides a prospective model, pre-care, pre-certified, and care is coordinated.	% of Billed Charge $XX PEPM
2230 2232	RBP vendor is Claim DOC, LLC ("ClaimDoc"), provides a retrospective model, self-directed care paid for after care delivered, not pre-approved or pre-negotiated	% of Billed Charge $XX PEPM
2166	Member Protection Services (HST), PEPM	Included in Medical Fee $XX PEPM

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By signing below, each party agrees to the terms of this Exhibit.

Customer Legal Name
Customer Street Address
City, State Zip Code

By: _____
Authorized Signature

Print Name: _____

Print Title: _____

Date: _____

HealthSCOPE Benefits, Inc.
115 W. Wausau Ave
Wausau, WI 54401

By: _____
Authorized Signature

Print Name: _____

Print Title: _____

Date: _____

Sample

Brown & Brown

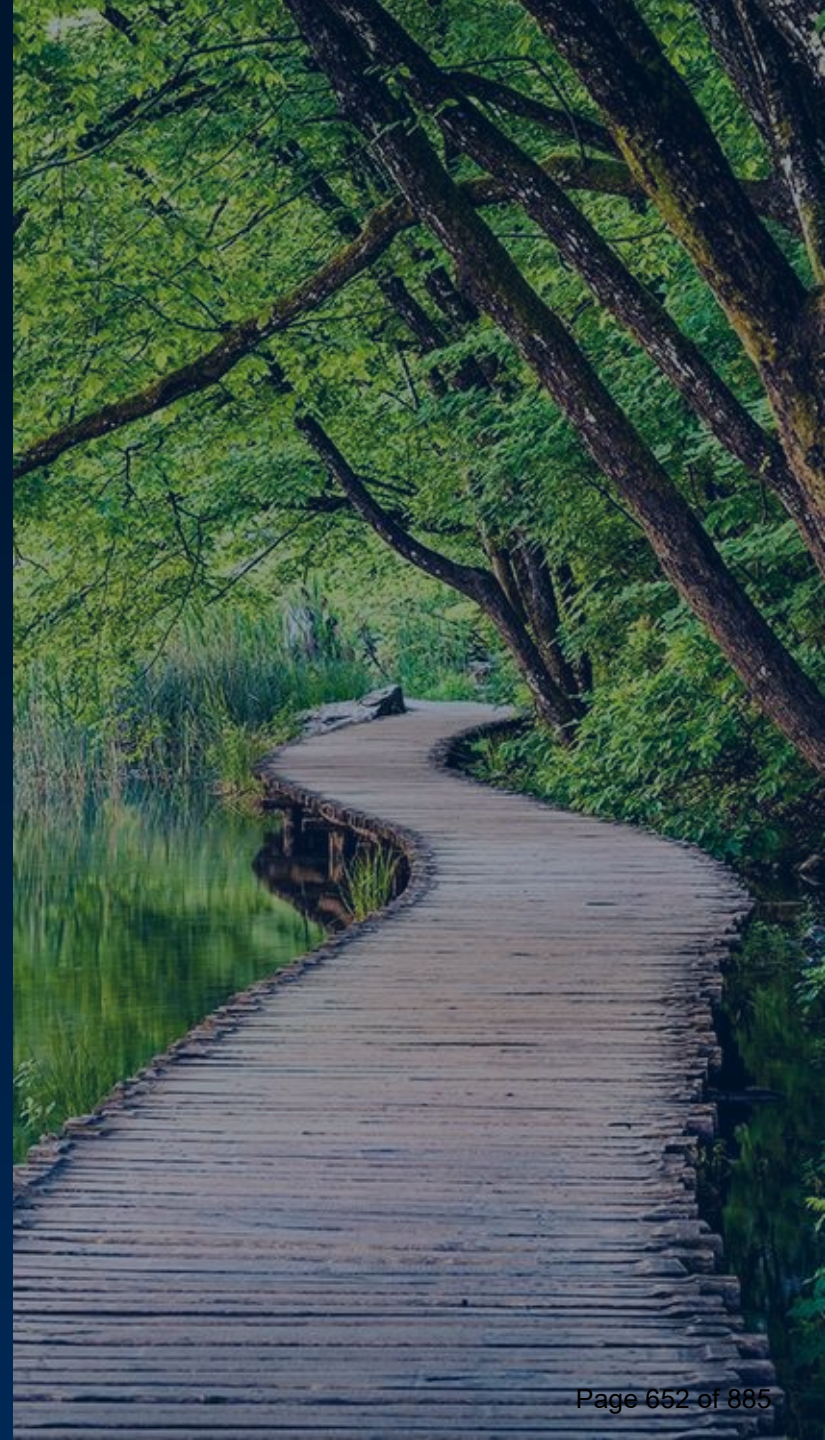
UMR/Healthscope vs Cigna TPA Recommendation, Projections, & Contribution Discussion

City of St. Cloud
March 31, 2026

Presented By:
Danielle Boyle, Senior Vice President
Devin Williams, Director of Analytics

Brown & Brown Insurance Services, Inc.

Renewal Projections, Cigna Vs. ClaimDOC/UMR



2026-27 Renewal vs UMR/ClaimDOC – Executive Summary (Annual)

Note: Underwriting includes 5% claims margin to be conservative, and formula includes 25% decrement on facility claims for the ClaimDOC RBP plans

Plan Year	Annual		
	Oct 2026 - Sep 2027		
Scenario	Renew with Cigna Current Plans	UMR / ClaimDOC with New Plan Designs	
		Assumes 70% Migration to ClaimDOC Plan	Assumes 80% Migration to ClaimDOC Plan
Current Enrollment as of January 2026	507	507	507
Claims			
Projected Medical Claims	$7,173,706	$5,749,262	$5,680,833
Projected Pharmacy Claims (gross)	$1,343,159	$1,362,691	$1,367,371
Estimated Pharmacy Rebates	($267,602)	($271,494)	($272,426)
Total Projected Medical/Pharmacy Claims	**$8,249,262**	**$6,840,459**	**$6,775,778**
Fixed Costs/Expenses			
Medical Administrative Fee	$101,253	$261,308	$261,308
Individual Stop Loss Premium	$1,218,096	$1,218,096	$1,218,096
Aggregate Stop Loss Premium	$55,985	$55,985	$55,985
Evernorth Clinic Costs	$610,886	$610,886	$610,886
Estimated PCORI Fees	$4,077	$4,077	$4,077
Network Access Fees	$157,478	$0	$0
Consulting Fees	$91,260	$91,260	$91,260
Plan Advisor + Producer Fees		$21,294	$21,294
Total Fixed Costs/Expenses	**$2,239,035**	**$2,262,906**	**$2,262,906**
Other			
Claims Margin	$412,463	$342,023	$338,789
Total Projected Plan Costs, excl. HSA Seed	**$10,900,760**	**$9,445,388**	**$9,377,472**
Projected % Change vs. Current Funding	***12.4%***	***-2.6%***	***-3.3%***
Projected $ Change vs. Current Funding	***$1,200,128***	***($255,244)***	***($323,160)***

2026-27 Renewal vs UMR/ClaimDOC – Executive Summary (PEPM)

Note: Cigna includes fixed/capitated costs billed as claims. UMR does not.

		Assumes 70% Migration to ClaimDOC Plan	Assumes 80% Migration to ClaimDOC Plan
Plan Year	**Annual**		
	Oct 2026 - Sep 2027		
Scenario	**Renew with Cigna Current Plans**	**UMR / ClaimDOC with New Plan Designs**	
Current Enrollment as of January 2026	507	507	507
Claims			
Projected Medical Claims	$1,179.11	$944.98	$933.73
Projected Pharmacy Claims (gross)	$220.77	$223.98	$224.75
Estimated Pharmacy Rebates	($43.98)	($44.62)	($44.78)
Total Projected Medical/Pharmacy Claims	**$1,355.89**	**$1,124.34**	**$1,113.70**
Fixed Costs/Expenses			
Medical Administrative Fee	$16.64	$42.95	$42.95
Individual Stop Loss Premium	$200.21	$200.21	$200.21
Aggregate Stop Loss Premium	$9.20	$9.20	$9.20
Evernorth Clinic Costs	$100.41	$100.41	$100.41
Estimated PCORI Fees	$0.67	$0.67	$0.67
Network Access Fees	$25.88	$0.00	$0.00
Consulting Fees	$15.00	$15.00	$15.00
Plan Advisor + Producer Fees		$3.50	$3.50
Total Fixed Costs/Expenses	**$368.02**	**$371.94**	**$371.94**
Other			
Claims Margin	$67.79	$56.22	$55.69
Total Projected Plan Costs	**$1,791.71**	**$1,552.50**	**$1,541.33**
Projected % Change vs. Current Budgeted	***12.4%***	***-2.6%***	***-3.3%***
Projected $ Change vs. Current Budgeted	***$197.26***	***($41.95)***	***($53.12)***

Key Assumptions & Methodology

Experience Periods/Period Weighting and Data

Brown & Brown has used 24 months of historical claims experience broken out into two 12-month experience periods which were then weighted accordingly

Period 1: February 2024 – January 2025
- Period weightings used: Medical 30%; Pharmacy 20%

Period 2: February 2025 – January 2026
- Period weightings used: Medical 70%; Pharmacy 80%

Period weightings are applied to each experience period to smooth out the underlying claim projection and overall underwriting. Specific weightings used in the actual underwriting depend on the following factors:
- Group size
- Utilization patterns
- Program enhancements and/or benefit design changes
- Significant deviations from the “norm” in one period versus the next

Large Claim Assumptions

Brown & Brown has assumed the following stop loss deductibles and contract items to estimate retained large claimants for the 2026-27 plan year

Individual Stop Loss Deductible: $175,000
Aggregating Specific Deductible: $0
Aggregate Corridor: 125%
Additional Laser Liability: $0

Estimated retained large claimants for the 2026 plan year: 5.75 claimants/members

Brown & Brown has adjusted historical claims experience to account for historical plan design changes as well as membership mix changes between the different plan offerings period-to-period

Brown & Brown has also developed alternate renewal cost projections to account for potential Reference Based Pricing (RBP) implementation coupled with a range of migration assumptions

Medical and Pharmacy Trend Factors

Brown & Brown relies on using national medical and pharmacy inflation factors for a given year coupled and blended with City of St. Cloud’s actual utilization trends period-to-period to project and underwrite claims forward

For the 2026-27 plan year, Brown & Brown has built in the following medical and pharmacy trends factors:

Medical: 8.5%

Pharmacy: 13.0%

Explicit/Claims Margin

Brown & Brown recommends building in either explicit or claims margin to help combat against any significant adverse deviation against baseline projected claims (pre-margin). This also allows for additional “buffer” to help protect against unknown volatility and standard seasonality fluctuations.

For a group of City of St. Cloud’s size, Brown & Brown recommends building in 5.0% – 10.0% margin

For the 2026-27 plan year, Brown & Brown built in 5.0% claims margin

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Reforecast and Renewal Cost Projection

Data through January 2025

2025-26 Reforecast
2026-27 Status Quo

2025-26 Reforecast and 2026-27 Status Quo – Executive Summary (Annual)

Plan Year	Annual		
	Oct 2025 - Sep 2026		Oct 2026 - Sep 2027
Scenario	Current Budgeted	Reforecast	Status Quo
Current Enrollment as of January 2026	507	507	507
Claims			
Projected Medical Claims	$6,800,831	$6,690,541	$7,173,706
Projected Pharmacy Claims (gross)	$1,208,230	$1,188,636	$1,343,159
Estimated Pharmacy Rebates	($240,720)	($236,816)	($267,602)
Total Projected Medical/Pharmacy Claims	**$7,768,341**	**$7,642,361**	**$8,249,262**
Fixed Costs/Expenses			
Medical Administrative Fee	$96,431	$96,431	$101,253
Individual Stop Loss Premium	$936,997	$936,997	$1,218,096
Aggregate Stop Loss Premium	$52,322	$52,322	$55,985
Evernorth Clinic Costs	$598,468	$598,468	$610,886
Estimated PCORI Fees	$3,921	$3,921	$4,077
Network Access Fees	$152,891	$152,891	$157,478
Consulting Fees	$91,260	$91,260	$91,260
Plan Advisor + Producer Fees			
Total Fixed Costs/Expenses	**$1,932,291**	**$1,932,291**	**$2,239,035**
Other			
Claims Margin	-	$382,118	$412,463
Total Projected Plan Costs, excl. HSA Seed	**$9,700,632**	**$9,956,770**	**$10,900,760**
Projected % Change vs. Current Budgeted	***-***	***2.6%***	***12.4%***
Projected $ Change vs. Current Budgeted	***-***	***$256,138***	***$1,200,128***

2026-27 Status Quo Itemized Cost Projection (PEPM)

Medical/Rx Description	Per Employee Per Month (PEPM)		$ Change	% Change	*Comments*
	Current	Renewal			
Medical Administrative Fee	$15.85	$16.64	$0.79	5.0%	*Projected renewal is in-line with standard market trend (2.0% - 5.0%)*
Individual Stop Loss Premium	$154.01	$200.21	$46.20	30.0%	*Projected renewal is in-line with standard market trend (15.0% - 30.0%)*
Aggregate Stop Loss Premium	$8.60	$9.20	$0.60	7.0%	*Projected renewal is above standard market trend (4.0% - 7.0%)*
Evernorth Clinic Costs	$98.37	$100.41	$2.04	2.1%	*Projected renewal is in-line with standard market trend (2.0% - 5.0%)*
Estimated PCORI Fees	$0.64	$0.67	$0.03	4.0%	*Projected renewal is in-line with standard market trend (2.0% - 4.0%)*
Network Access Fees	$25.13	$25.88	$0.75	3.0%	*Projected renewal is in-line with standard market trend (2.0% - 5.0%)*
Consulting Fees	$15.00	$15.00	$0.00	0.0%	*Projected renewal is in-line with standard market trend (0.0% - 0.0%)*
Total Fixed Costs/Expenses	**$317.60**	**$368.02**	**$50.42**	**15.9%**	
Total Projected Claims	**$1,276.85**	**$1,355.89**	**$79.05**	**6.2%**	***Projected claims change is below national medical/Rx inflation (8.0% - 11.0%)***
Claims Margin (5.0%)	-	$67.79	-	-	*Claims margin was included to combat against any adverse deviation from the underlying claims projection*
Total Projected Plan Costs (PEPM)	**$1,594.45**	**$1,791.71**	**$197.26**	**12.4%**	
Total Projected Plan Costs (Annual)	**$9,700,632**	**$10,900,760**	**$1,200,128**	**12.4%**	

2026-27 Renewal Plan Designs

Plan Year Scenario Plan Design Description	October 2026 - September 2027 Current / Status Quo Preferred		Standard	
Medical Network	**Cigna Open Access**		**Cigna Open Access**	
Network Description	**INN**	**OON**	**INN**	**OON**
Deductible (Single/Family)	$1,250 / $2,500	$3,500 / $7,000	$1,750 / $3,500	$3,500 / $7,000
Embedded Deductible	Yes		Yes	
Max. Out of Pocket (Single/Family)	$4,000 / $8,000	$6,500 / $13,000	$5,000 / $10,000	$6,500 / $13,000
Embedded Max Out of Pocket	Yes		Yes	
Member Coinsurance	20%	50%	20%	50%
Office Visits				
Primary Physician	$30	Ded & Coins	$30	Ded & Coins
Specialist	$40	Ded & Coins	$50	Ded & Coins
Mental Health	No Charge	Ded & Coins	No Charge	Ded & Coins
Chiropractic / Therapy	$40	Ded & Coins	$50	Ded & Coins
Hospital Services				
Inpatient (Facility Fee)	Ded & Coins	$500 & Coins	Ded & Coins	$500 & Coins
Inpatient (Physician Fees)	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Outpatient (ASC - Surgery)	$200	Ded & Coins	$200	Ded & Coins
Outpatient (Physician Fees)	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Emergency Room	$300	$300	$300	$300
Ambulance	Ded & Coins	INN Ded & Coins	Ded & Coins	INN Ded & Coins
Urgent Care	$100	$100	$100	$100
Other				
Diagnostic Test (X-Ray / Blood)	No Charge	Ded & Coins	No Charge	Ded & Coins
Advanced Imaging (CT/PET Scans / MRI)	$150	Ded & Coins	$250	Ded & Coins
Pharmacy				
Retail - Generic	$10	Not Covered	$10	Not Covered
Retail - Preferred Brand	$30	Not Covered	430	Not Covered
Retail - Non-Preferred Brand	$50	Not Covered	$50	Not Covered
Mail Order	2.5x Retail	Not Covered	2.5x Retail	Not Covered
Current Enrollment as of January 2026	**198**		**309**	
Net PMPM	**$705.04**		**$693.43**	

02

Renewal Cost Projection and Alternates

Data through January 2025

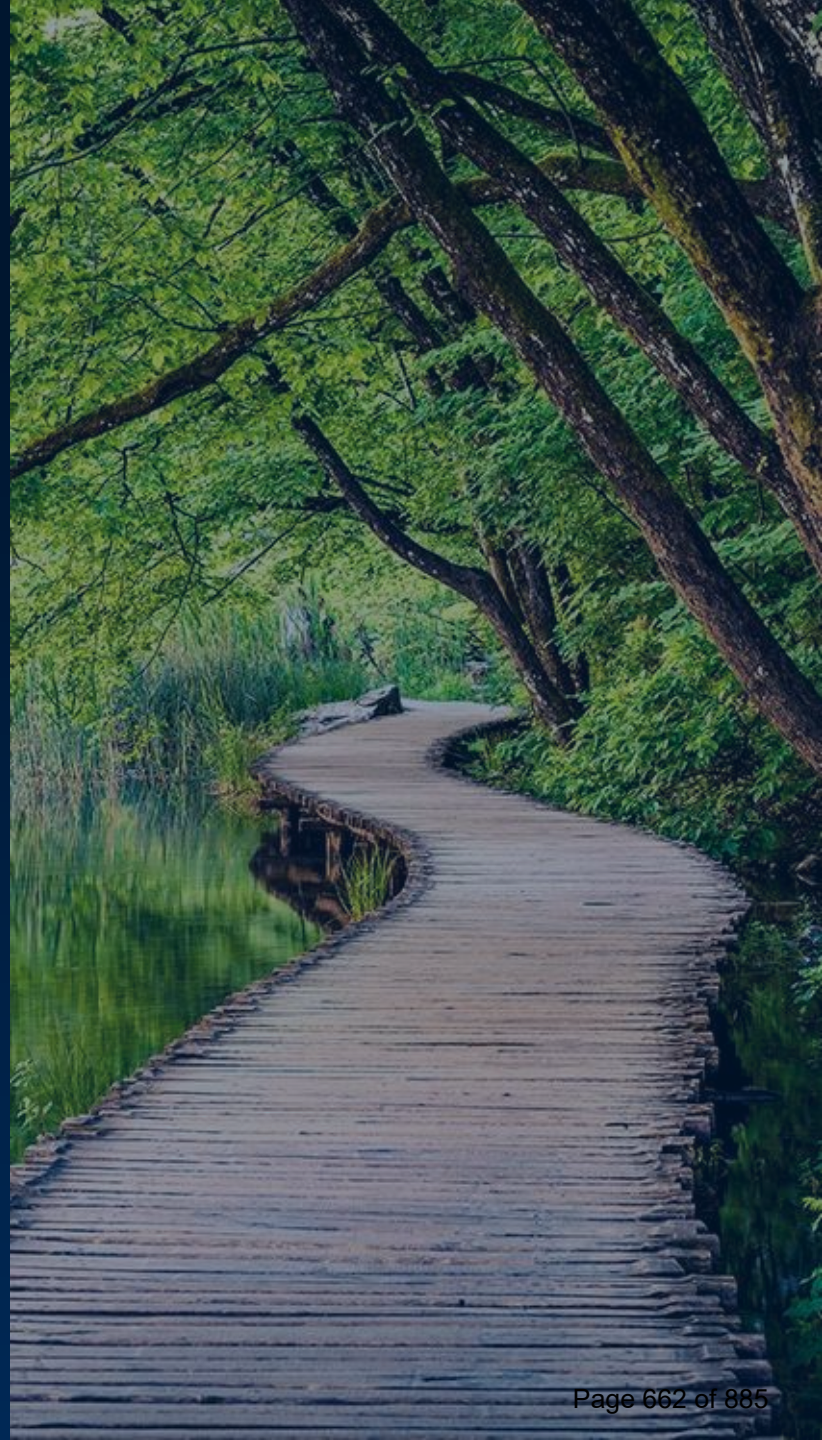
2026-27 Cigna Renewal
2026-27 Alternate (UMR/ClaimDOC with 70 / 80% Migration; Plan Changes to Both Options)



2026-27 Status Quo & Alternate Plan Designs

Plan Year	October 2026 - September 2027				October 2026 - September 2027		
Scenario	Current / Status Quo				UMR / ClaimDOC with New Plan Designs		
Plan Design Description	Preferred		Standard		Preferred	Standard	
Medical Network	**Open Access**		**Open Access**		**DirectAccess + Platinum**	**Choice Plus**	
Network Description	**INN**	**OON**	**INN**	**OON**		**INN**	**OON**
Deductible (Single / Family)	$1,250 / $2,500	$3,500 / $7,000	$1,750 / $3,500	$3,500 / $7,000	$500 / $1,000	$2,000 / $4,000	$3,500 / $7,000
Embedded Deductible	Yes		Yes		Yes	Yes	
Max. Out of Pocket (Single/Family)	$4,000 / $8,000	$6,500 / $13,000	$5,000 / $10,000	$6,500 / $13,000	$3,000 / $6,000	$5,000 / $10,000	$6,500 / $13,000
Embedded Max. Out of Pocket	Yes		Yes		Yes	Yes	
Member Coinsurance	20%	50%	20%	50%	20%	20%	50%
Office Visits							
Primary Physician	$30	Ded & Coins	$30	Ded & Coins	$20	$30	Ded & Coins
Specialist	$40	Ded & Coins	$50	Ded & Coins	$40	$60	Ded & Coins
Mental Health	No Charge	Ded & Coins	No Charge	Ded & Coins	No Charge	$0	Ded & Coins
Chiropractic / Therapy	$40	Ded & Coins	$50	Ded & Coins	$40	$60	Ded & Coins
Hospital Services							
Inpatient (Facility Fee)	Ded & Coins	$500 & Coins	Ded & Coins	$500 & Coins	$500	Ded & Coins	$500 & Coins
Inpatient (Physician Fees)	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	No Charge	Ded & Coins	Ded & Coins
Outpatient (ASC - Surgery)	$200	Ded & Coins	$200	Ded & Coins	$200	$500	Ded & Coins
Outpatient (Physician Fees)	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	No Charge	Ded & Coins	Ded & Coins
Emergency Room	$300	$300	$300	$300	$150	$300	$300
Ambulance	Ded & Coins	INN Ded & Coins	Ded & Coins	INN Ded & Coins	$150	Ded & Coins	INN Ded & Coins
Urgent Care	$100	$100	$100	$100	$50	$100	$100
Other							
Diagnostic Test (X-Ray / Blood)	No Charge	Ded & Coins	No Charge	Ded & Coins	No Charge	No Charge	Ded & Coins
Adv. Imaging (CT/PET Scans/MRI)	$150	Ded & Coins	$250	Ded & Coins	$150	$500	Ded & Coins
Pharmacy							
Retail - Generic	$10	Not Covered	$10	Not Covered	$10	$10	Not Covered
Retail - Preferred Brand	$30	Not Covered	430	Not Covered	$30	430	Not Covered
Retail - Non-Preferred Brand	$50	Not Covered	$50	Not Covered	$50	$50	Not Covered
Mail Order	2.5x Retail	Not Covered	2.5x Retail	Not Covered	2.5x Retail	2.5x Retail	Not Covered

Plan Design & Contribution Discussion



	Current								ClaimDOC/UMR Option 2			
ndor	**Cigna**				**Cigna**				**HealthScope / ClaimDOC**		**UMR**	
an Name	Preferred				Standard				DirectAccess+ Platinum		Standard PPO	
an Details	***Network***				***Network***				***Open Access***		***In-Network***	
	Single		***Family***		***Single***		***Family***		***Single***	***Family***	***Single***	***Family***
an Deductible:	$1,250		$2,500		$1,750		$3,500		**$500**	**$1,000**	$2,000	$4,000
nbedded Deductible:	Yes				Yes				Yes		Yes	
lendar or Policy Year:	Policy				Policy				Policy		Policy	
insurance:	20%				20%				20%		20%	
ximum Out-of-Pocket:	$4,000		$8,000		$5,000		$10,000		$3,000	$6,000	$5,000	$10,000
cludes Deductible, Copay, Rx)	Yes, Yes, Yes				Yes, Yes, Yes				Yes, Yes, Yes		Yes, Yes, Yes	
ysician Services												
eventive Care:	$0				$0				$0		$0	
ice Visit:	$30				$30				$20		$30	
tual Visit:	$0				$0				$0		$0	
ecialist:	$40				$50				$40		$60	
ntal Health:	$0				$0				$0		$60	
iropractic:	$40				$50				$40		$60	
spital / Emergency Services												
atient Hospital Facility:	Deductible + Coinsurance				Deductible + Coinsurance				**$500**		Deductible + Coinsurance	
atient Hospital Provider Services:	Deductible + Coinsurance				Deductible + Coinsurance				$0		Deductible + Coinsurance	
ergency Room:	$300				$300				**$150**		$300	
gent Care:	$100				$100				$50		$100	
tpatient Facility:	Deductible + Coinsurance				Deductible + Coinsurance				Deductible + Coinsurance		Deductible + Coinsurance	
tpatient Provider Services:	Deductible + Coinsurance				Deductible + Coinsurance				$0		Deductible + Coinsurance	
bulatory Surgery Center:	$200				$200				$200		$500	
bulatory Provider Services:	$0				$0				$0		Deductible + Coinsurance	
bulance:	Deductible + Coinsurance				Deductible + Coinsurance				**$150**		Deductible + Coinsurance	
agnostic Services												
ependent Lab (Quest/LabCorp):	$0				$0				$0		$0	
Ray at Radiology Center:	$0				$0				$0		$0	
vanced Imaging Services (MRI, MRA, PET, CT) at Radiology Center:	$150				$250				$150		$500	
escription Drug												
ductible:	N/A				N/A				N/A		N/A	
escription Tier	$10 | $30 | $50				$10 | $30 | $50				$10 | $30 | $50		$10 | $30 | $50	
il Order Prescription (90 Day Supply):	2.5x Copay				2.5x Copay				2.5x Copay		2.5x Copay	
n-Network Plan Details	***Non-Network***				***Non-Network***				***Non-Network***		***Non-Network***	
an Deductible:	$3,500		$7,000		$3,500		$7,000				$3,500	$7,000
insurance:	50%				50%				N/A		50%	
ximum Out-of-Pocket:	$6,500		$13,000		$6,500		$13,000				$6,500	$13,000
r Occurrence Deductible (Inpatient/Outpatient):	$500 Inpatient				$500 Inpatient						$500 Inpatient	

Richer Benefits and 20% Lower Rates Than Current Standard Plan

an Rates | Current Enrollment		Funding Rate	City Contribution	Non-Wellness Employee Contribution	Wellness Employee Contribution		Funding Rate	City Contribution	Non-Wellness Employee Contribution	Wellness Employee Contribution	80% of Enroll.	Non-Wellness Employee Contribution 20% Lower than Current Standard Plan	Wellness Employee Contribution 20% Lower than Current Standard Plan	20% of Enroll.	Non-Wellness Employee Contribution 10% Higher than Current Premium Plan	Wellness Employee Contribution 10% Higher than Current Premium Plan
ployee:	**99**	$1,387	$1,179	$208	$139	**152**	$1,330	$1,197	$133	$67	**201**	$106	$54	**37**	$229	$153
ployee + Spouse:	**22**	$1,910	$1,241	$669	$573	**15**	$1,828	$1,280	$548	$457	**30**	$438	$366	**183**	$736	$630
ployee + Child(ren):	**26**	$1,778	$1,245	$533	$445	**31**	$1,704	$1,278	$426	$341	**46**	$341	$273	**140**	$586	$490
mily:	**72**	$2,040	$1,224	$816	$714	**46**	$1,955	$1,271	$684	$587	**94**	$547	$470	**231**	$898	$785
tal	**219**					**244**					**370**			**591**		

Transparency Data & ClaimDOC Access

Why Traditional Networks Are So Expensive

Regardless of the discounts, hospitals and facilities set their “billed charges” arbitrarily and not based on cost or quality which is proven by transparency data now available through the CAA and other laws that have been passed.

The core problem: the system is designed to maximize spend, not value.

- **Hospitals set prices strategically, not based on cost.** Chargemaster rates are inflated 200–400% above cost, then “discounted” in network contracts. **A 50% discount off a 400% markup is still a bad deal.**
- **Carrier contracts protect hospitals, not employers.**
  - **Anti-steerage clauses:** prohibit tiering or directing members to lower-cost facilities.
  - **All-or-nothing clauses:** if you want one hospital, you must take the entire system at their prices.
  - **Gag clauses (now banned):** historically prevented employers from seeing their own pricing and Cigna still claims the provider specific negotiated rates are proprietary, as do all other carriers in our market. We can work with the HR team to make an official request to FL Blue citing the law.
- **Misaligned incentives:** Carriers and PBMs often earn more when claims costs rise (percentage-of-claims fees for network access, spread pricing where the TPA pays the provider $X and then charges the self funded employer $X +).
- **Result for Employers:** Huge price variation for the same service, no visibility into unit prices, and no ability to steer to better-value care.

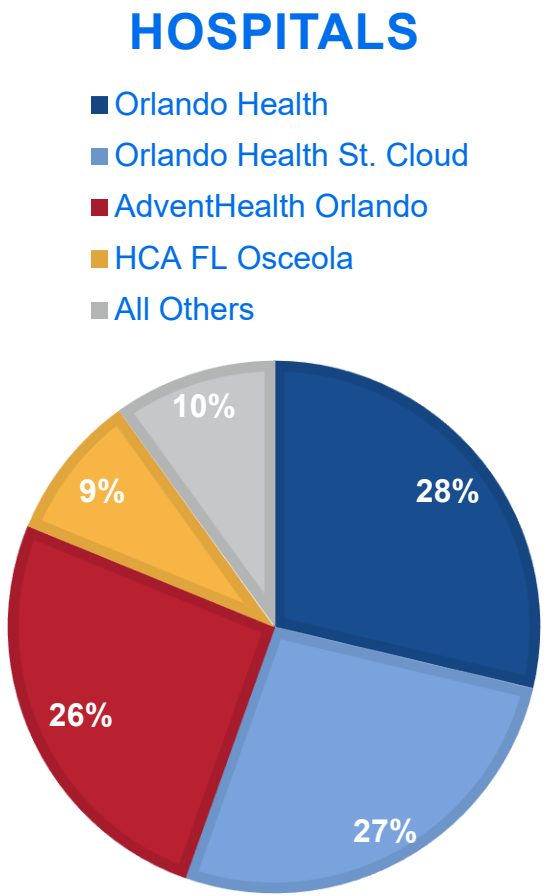
Fiduciary Duty Under ERISA + CAA

While ERISA does not apply to governmental health plans, courts and state law still expect plan sponsors to act as responsible stewards of employee and public funds.

With the passing of the Consolidated Appropriations Act (CAA), **we now have access to the data to help guide informed decisions**.

Hospital Spend

Hospital Name	Address	City	State	Total Eligible Charge
ORLANDO HEALTH INC	1414 KUHL AVE	ORLANDO	FL	$ 3,257,053.19
ORLANDO HEALTH ST CLOUD HOSPITAL	2906 17TH ST	SAINT CLOUD	FL	$ 3,010,234.54
ADVENTHEALTH ORLANDO	2600 WESTHALL LN	MAITLAND	FL	$ 2,922,534.78
HCA FLORIDA OSCEOLA HOSPITAL	700 W OAK ST	KISSIMMEE	FL	$ 984,503.17
NEMOURS CHILDRENS HOSPITAL	6535 NEMOURS PKWY	ORLANDO	FL	$ 410,040.00
UCF LAKE NONA HOSPITAL	6700 LAKE NONA BLVD	ORLANDO	FL	$ 215,904.41
HCA FLORIDA POINCIANA HOSPITAL	325 CYPRESS PKWY	KISSIMMEE	FL	$ 72,002.88
ADVENTHEALTH HEART OF FLORIDA	6945 CYPRESS GARDENS BLVD	WINTER HAVEN	FL	$ 67,174.27
ADVENTHEALTH PALM COAST	60 MEMORIAL MEDICAL PKWY	PALM COAST	FL	$ 53,165.62
ORLANDO HEALTH CENTRAL HOSPITAL	17000 PORTER RD	WINTER GARDEN	FL	$ 51,274.15
HCA FLORIDA AVENTURA HOSPITAL	20900 BISCAYNE BLVD	MIAMI	FL	$ 33,194.75
OVIEDO MEDICAL CENTER	8300 RED BUG LAKE RD	OVIEDO	FL	$ 28,346.47
PARRISH MEDICAL CENTER	951 N WASHINGTON AVE	TITUSVILLE	FL	$ 18,487.00
MEMORIAL REGIONAL HOSPITAL	3501 JOHNSON ST	HOLLYWOOD	FL	$ 18,447.00
ADVENTHEALTH WATERMAN	1000 WATERMAN WAY	TAVARES	FL	$ 12,371.10
ADVENTHEALTH WATERMAN	1000 WATERMAN WAY	TAVARES	FL	$ 12,371.10
H LEE MOFFITT CANCER CENTER & RESEARCH	12902 USF MAGNOLIA DR	TAMPA	FL	$ 10,477.00
HOLMES REGIONAL MEDICAL CENTER	1350 HICKORY ST	MELBOURNE	FL	$ 8,978.65
HCA FLORIDA PALMS WEST HOSPITAL	13001 SOUTHERN BLVD	LOXAHATCHEE	FL	$ 8,825.00
HCA FLORIDA LAKE MONROE HOSPITAL	1401 W SEMINOLE BLVD	SANFORD	FL	$ 8,721.00
ADVENTHEALTH LK WALES	410 S 11TH ST	LAKE WALES	FL	$ 8,441.16
SOUTH LAKE HOSPITAL	1900 DON WICKHAM DR	CLERMONT	FL	$ 4,517.00
CAPE CANAVERAL HOSPITAL	6450 US HIGHWAY 1	ROCKLEDGE	FL	$ 2,667.09
ADVENTHEALTH FISH MEMORIAL	1055 SAXON BLVD	ORANGE CITY	FL	$ 2,403.02
MEDICAL CENTER OF DELTONA INC	3300 E HALIFAX CROSSING BLVD	DELTONA	FL	$ 1,601.00
SOUTH MIAMI HOSPITAL INC	6200 SW 73RD ST	SOUTH MIAMI	FL	$ 693.00
OUT OF STATE HOSPITALS				$ 32,310.55



Hospital Metrics Per RAND Study and Sage Transparency Tool

Sage Transparency – Data Sources & Definitions

LAST UPDATED: July 30, 2025

Sage Transparency is a **free, public-facing tool designed to offer a clear, unbiased view of hospital price, cost, and quality data**, as well as price data for ambulatory surgery centers (ASCs) and physician-administered medications.

Initially launched in May 2022 and then relaunched in May 2024 with new dashboards, data, and features, **it aids employers, policymakers, researchers, and the general public in making informed, evidence-based decisions**. It also highlights the wide variation of pricing and quality across providers. Price and breakeven cost data are available for individual hospitals, hospital systems, and states, while quality metrics are specific to individual hospitals. Data is available for providers in 49 states and Washington, D.C.

Sage Transparency is owned and administered by Employers' Forum of Indiana. Additional information about the Employer Price Transparency Project can be found at employerptp.org.

UNDERSTANDING THE DATA SOURCES

Pricing data in Sage Transparency is represented as a *Percent of Medicare* (referred to as *Relative Price* in Round 5 of the Employer Price Transparency Study (PT5), conducted by RAND), meaning the ratio of what commercial (private) insurers paid versus what Medicare paid for the exact same service, at the same hospital, during the same time period. These prices are the *Allowed Amounts*, meaning the amount paid to a provider by the health plan plus any amount due from the patient, such as deductibles, copays, or coinsurance. This method is advantageous because it includes Medicare's base rate as well as any price adjustments for Indirect Medical Education (IME), Disproportionate Share Hospitals (DSH), and cost-of-living wages. By benchmarking against publicly available Medicare prices, which are structured to allow hospitals to achieve modest profits, we can better compare commercial prices across services and hospitals.

Sage Transparency 2.0

Hospital Metrics Per RAND Study and Sage Transparency Tool

Rand State	Rand State % of Medicare: Total Facility (IP and OP)	Rand State % of Medicare: IP Facility	Rand State % of Medicare: OP Facility	NASHP State Commercial Breakeven
FL	**380.00%**	349.00%	455.00%	**137.00%**
WV	369.00%	342.00%	440.00%	135.00%
DE	351.00%	316.00%	390.00%	219.00%
SC	350.00%	304.00%	439.00%	143.00%
GA	346.00%	341.00%	366.00%	114.00%
IN	338.00%	309.00%	370.00%	155.00%
CA	329.00%	293.00%	368.00%	173.00%
NY	329.00%	322.00%	335.00%	122.00%
CO	314.00%	307.00%	321.00%	142.00%
ID	311.00%	326.00%	301.00%	128.00%
AZ	307.00%	331.00%	287.00%	146.00%
WI	302.00%	263.00%	336.00%	153.00%
NE	299.00%	300.00%	298.00%	109.00%
NC	296.00%	227.00%	357.00%	145.00%
OH	293.00%	271.00%	326.00%	139.00%
VT	293.00%	230.00%	328.00%	128.00%
NJ	288.00%	257.00%	318.00%	161.00%
VA	288.00%	286.00%	289.00%	129.00%
NV	287.00%	259.00%	322.00%	103.00%
AK	276.00%	224.00%	326.00%	122.00%
MT	276.00%	270.00%	282.00%	104.00%
WY	276.00%	223.00%	376.00%	122.00%
IL	273.00%	223.00%	339.00%	143.00%
TX	270.00%	255.00%	317.00%	111.00%
KS	269.00%	249.00%	294.00%	104.00%
ME	269.00%	228.00%	300.00%	141.00%
All States Median	269.00%	243.00%	300.00%	124.00%
MA	196.00%	193.00%	200.00%	105.00%
MS	193.00%	190.00%	200.00%	103.00%
AR	166.00%	191.00%	143.00%	96.00%

Florida is the most expensive state in the US for medical care under commercial insurance plans, there are several others below the All States Median that we removed for spacing on this exhibit.

NASHP Commercial Breakeven:

Commercial Breakeven is the **amount a hospital must be reimbursed by *commercial insurers (including self funded plans that use a traditional network)*** to **cover *all its expenses without making a profit***, calculated as a percentage of what Medicare would pay for the same services.

This includes any financial losses from Medicaid, Medicare, charity care, and bad debts. In rare cases, this can be a negative number if the hospital's profits, including fundraising and investment earnings, are substantial enough to offset the need for revenue from treating commercial patients.

The Commercial Breakeven should only be compared to RAND's Total Facility Price as a Percent of Medicare because physician/professional fees are not included in either. Learn more about NASHP Commercial Breakeven.

Publicly available information, link included as well as Glossary and methodology in the Appendix

Sage Transparency 2.0

CITY OF ST. CLOUD

Hospital Metrics Per RAND Study and Sage Transparency Tool

Hospital Name	City	Total Paid	Rand % of Medicare: Total Facility (IP and OP)	NASHP Commercial Breakeven as % of Medicare	Hospital Net Profit Margin	NASHP Operating Profit Margin from Commercial	NASHP Operating Profit Margin from Medicare	NASHP Hospital Operating Profit Margin	CMS Hospital Quality Overall Star Rating	CMS Quality Patient Experience Star Rating	Average Payment through ClaimDOC
ORLANDO HEALTH	ORLANDO	$3,257,053	**348%**	**91%**	33%	53%	-5%	29%	2	3	
ORLANDO HEALTH ST. CLOUD REGIONAL	ST. CLOUD	$3,010,235									
ADVENTHEALTH ORLANDO	ORLANDO	$2,934,645	**463%**	**190%**	18%	57%	-18%	28%	3	3	
HCA FLORIDA OSCEOLA	KISSIMMEE	$984,503	**480%**	**27%**		59%	29%	35%	2	2	
NEMOURS CHILDREN'S HOSPITAL	ORLANDO	$410,040									
UCF LAKE NONA	ORLANDO	$215,904									
HCA FLORIDA POINCIANA	KISSIMMEE	$72,003	**559%**	**398%**		82%	-12%	28%	3	2	

NASHP Commercial Breakeven:
Commercial Breakeven is the amount a hospital must be **reimbursed by *commercial insurers*** to cover all its expenses without making a profit, calculated as a percentage of what Medicare would pay for the same services. This includes any financial losses from Medicaid, Medicare, charity care, and bad debts. In rare cases, this can be a negative number **if the hospital's profits, including fundraising and investment earnings, are substantial enough to offset the need for revenue from treating commercial patients**. The Commercial Breakeven should only be compared to RAND's **Total Facility Price** as a Percent of Medicare because physician/professional fees are not included in either. Learn more about NASHP Commercial Breakeven.

The difference between the Orange and Green Columns are the amounts of profit the hospital is making on commercial / employer sponsored plans.

Sage Transparency 2.0

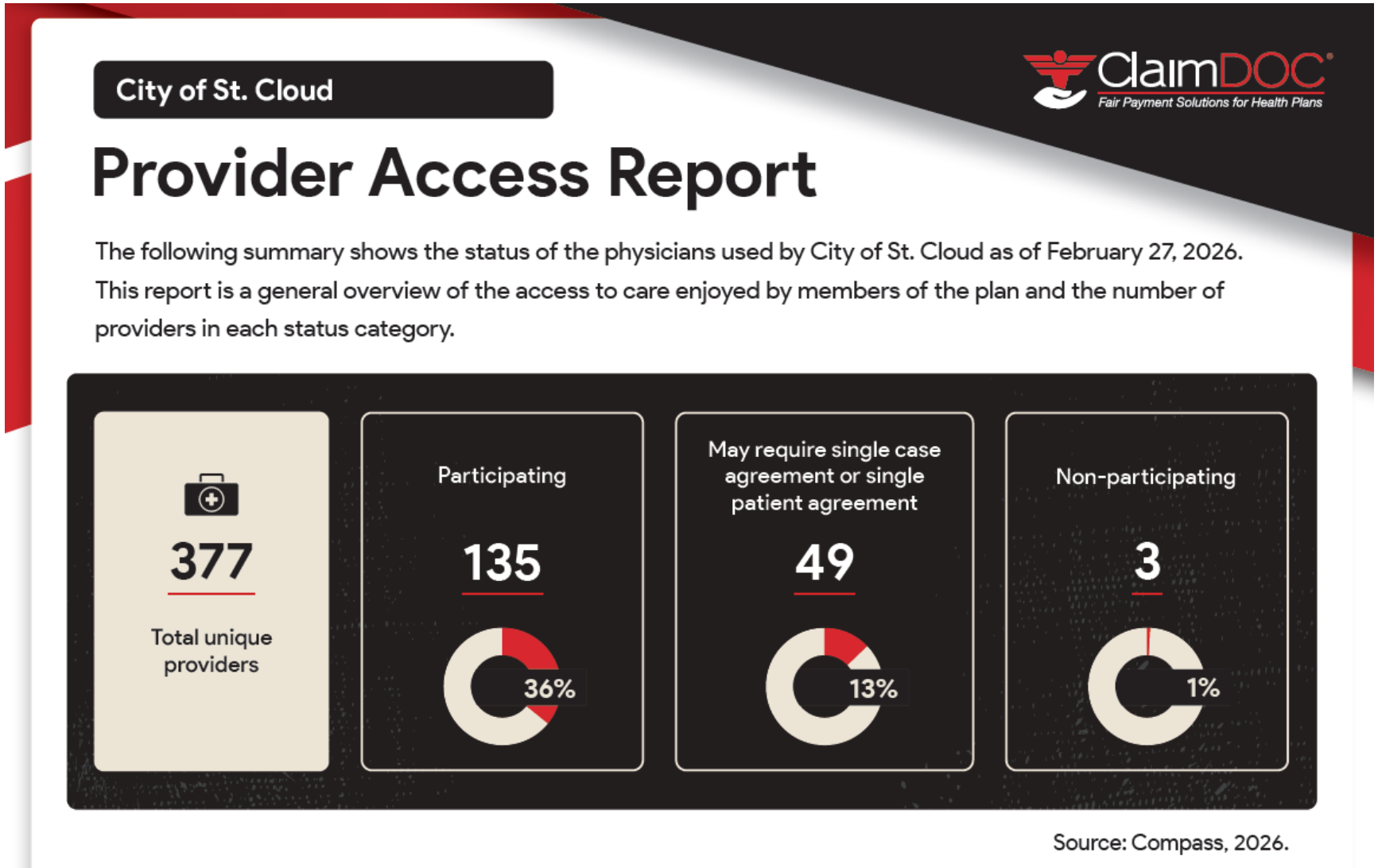
ClaimDOC Access Summary - Facilities

Source: Compass, 2026.

Top 10 Facilities

Facility	Paid Amount	Status
Orlando Health, Inc.	$3,257,053.19	Participating
Orlando Health St. Cloud Hospital	$3,010,234.54	May require single case agreement or single patient agreement
AdventHealth Orlando	$2,934,645.18	Participating
St. Cloud Dialysis	$1,460,367.20	Eligible for Pave the Way®
HCA Florida Osceola Hospital	$984,503.17	May require single case agreement or single patient agreement
Quest Diagnostics	$436,578.21	Participating
Nemours Children's Health	$410,040.00	Participating
Accredo Health Group, Inc.	$400,818.94	Participating
UCF Lake Nona Hospital	$215,904.41	Participating
Orlando Health LabWorks	$176,188.92	Participating

ClaimDOC Access Summary - Providers



Brown & Brown

THANK YOU!

Any solicitation or invitation to discuss insurance sales or servicing is being provided at the request of Brown & Brown Insurance Services, Inc., an owned subsidiary of Brown & Brown, Inc. Brown & Brown Insurance Services, Inc. only provides insurance related solicitations or services to insureds or insured risks in jurisdictions where it and its individual insurance professionals are properly licensed.

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Meeting: April 9, 2026

Agenda Item Type: Council Action Resolution No. 2026-044R - Termination Cigna

Procurement Agenda Item:
Resolution No. 2026-044R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the termination of that certain agreement dated July 28, 2021, effective October 1, 2021, between the City of St. Cloud and Cigna Health and Life Insurance Company, whose subject matter is Administrative Services Only Agreement, and providing an effective date.
COST: No cost associated with this item.
This item is to terminate the administrative services with Cigna Health and Life Insurance Company for the administration of the City's health insurance plan effective September 30, 2026.

Strategic Key Focus Areas:
High-Performing Government

Background Information:
Per Justin Kluesner, Human Resources Director, the City's current self-funded health insurance plan through Cigna is projected to increase by 12.4% ($1,200,128) for FY 2026-27. This increase is driven by medical inflation (approximately 8.5% for medical costs and 13% for pharmacy costs) and higher claims experience throughout the plan year. In response to rising healthcare costs, the City's employee benefits agent, Brown & Brown, conducted an RFP to explore alternative healthcare models that could provide savings for both employees and the City.

Legal Authority:
Section 1. Term and Termination of Agreement provides that, "This Agreement is effective on the Effective Dave and shall remain in effect until the earliest of any of the following dated: 1. The date which is at least sixty (60) days from the date that either Employer or CHLIC (Cigna Health and Life Insurance Company) provides written notice to the other of termination of this Agreement."

Budget and Recommendation:
Staff recommends **APPROVAL** of this request.

Finance Director's Comments:

Procurement Director's Comments:
Recommends approval

City Manager's Comments:
City Manager recommends approval

City Council Action:
04/09/2026 - Final Action

Attachments:
1. Resolution No. 2026-044R
2. Cigna Health_06.14.2021

RESOLUTION NO. 2026-044R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AUTHORIZING THE TERMINATION OF THAT CERTAIN AGREEMENT DATED JULY 28, 2021, EFFECTIVE OCTOBER 1, 2021, BETWEEN THE CITY OF ST. CLOUD AND CIGNA HEALTH AND LIFE INSURANCE COMPANY, WHOSE SUBJECT MATTER IS ADMINISTRATIVE SERVICES ONLY AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of St. Cloud, Florida, as follows:

Section I. On July 2, 2021, the City entered into an Agreement with Cigna Health and Life Insurance Company, and

Section II. The City Council has determined that it is in the best interest of the City of St. Cloud to terminate the Agreement effective September 30, 2026, and for the City Manager, or their designee, to notify Cigna Health and Life Insurance Company immediately of said termination.

Section III. This resolution shall take effect immediately upon its adoption and shall repeal, revise, and/or amend any previous action taken by this Council related to the Agreement.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida this 9th day of April 2026.

CITY OF ST. CLOUD

_____
Christian B. Robertson, Mayor

ATTEST:

_____
Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED
deBeaubien, Simmons, Knight, Mantzaris, & Neal, LLP

_____
Daniel F. Mantzaris, City Attorney

Victoria A. Sirica
Operations Senior Manager
Cigna

Routing W122A
900 Cottage Grove Road
Hartford, CT 06152
Telephone 860.226.2785
Facsimile 860.730.3944
Victoria.sirica@cigna.com

June 14, 2021

Trucmai (Mimi) Tran
HR Director
City of St. Cloud
1300 9th Street Building B 3rd Floor
St. Cloud, FL 34769

Re: Administrative Services Only Agreement by and between Cigna Health and Life Insurance Company ("**CHLIC**") and City of St. Cloud ("**Employer**")

Dear Trucmai (Mimi) Tran:

Enclosed is an Administrative Services Only Agreement (the "**Agreement**") that CHLIC has prepared to establish the terms under which it will administer a self-funded benefit plan on behalf of Employer beginning October 1, 2021 (the "**Effective Date**").

Employer may signify its acceptance of the terms of the Agreement by:

- Executing (i) this letter (where indicated below), or (ii) the signature page in the Agreement, and returning the executed page to me at the above address, or
- Taking no action, in which case the Agreement shall become binding upon Employer and CHLIC sixty (60) days following the date of this letter.

If Employer does not accept all the terms of the enclosed Agreement, it must so notify CHLIC either electronically or in writing (at the address indicated above) within sixty (60) days of the date of this letter. In that case, CHLIC shall cooperate to negotiate mutually agreeable terms with Employer. Once a subsequent agreement is finalized, it will apply retroactively to the Effective Date. Until then, however, the enclosed Agreement, which may periodically be amended by CHLIC, will govern the relationship between Employer and CHLIC.

As indicated in the enclosed Agreement, Employer is solely responsible for communicating any Plan modification or amendment to Members or individuals considering enrolling in the Plan.

Cigna Health and Life Insurance Company	***City of St. Cloud***
By: Victoria A. Sirica	By: William E. Stunger
Authorized Representative: Victoria A. Sirica	Authorized Representative:
Title: Operations Senior Manager	Title: City Manager
Date: June 14, 2021	Date: 7-29-2021

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Administrative Services Only Agreement

By and Between

City of St. Cloud
"Employer"

And

Cigna Health and Life Insurance Company
"CHLIC"

Effective Date: October 1, 2021

EXCEPT AS PROVIDED BY APPLICABLE LAW, THIS AGREEMENT AND ITS TERMS ARE PROPRIETARY AND CANNOT BE DISCLOSED WITHOUT THE PERMISSION OF EACH OF THE PARTIES

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THIS AGREEMENT, effective October 1, 2021 (the "**Effective Date**") is by and between City of St. Cloud ("**Employer**") and Cigna Health and Life Insurance Company ("**CHLIC**").

RECITALS:

WHEREAS, Employer, as Plan sponsor, has adopted the benefit described in Exhibit A, as may be amended, ("**Plan**") for certain of its employees/members and their eligible dependents (collectively "**Members**"); and

WHEREAS, Employer has requested CHLIC to furnish certain administration services in connection with the Plan (for its own internal purposes, CHLIC identifies Employer's account by the following numbers 3344410).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed as follows:

Definitions

Agreement means this entire document including the Schedule of Financial Charges and all Exhibits and Addenda.

Applicable Law means the state, federal and/or international law and/or regulation that apply to a Party or the Plan.

Bank Account means a benefit plan account with a bank designated by CHLIC; established and maintained by Employer in its or a nominee's name.

ERISA means the Employee Retirement Income Security Act of 1974, as amended and related regulations. CHLIC acknowledges that Employer's Plan may not be subject to ERISA.

Extra-Contractual Benefits means payments which Employer has instructed CHLIC to make for health care services and/or products that CHLIC has determined are not covered under the Plan.

Member means a person eligible for and enrolled in the Plan as an employee or dependent.

Participant/Participating Members means Member(s) who is (are) participating in a specific program and/or product available to Members under the Plan.

Participating Providers means providers of health care services and/or products, who/which contract directly or indirectly with CHLIC to provide services and/or products to Members.

Party/Parties means Employer and CHLIC, each a "Party" and collectively, the "Parties".

Plan Benefits means amounts payable under the terms of the Plan for expenses incurred by Members for services/items covered under the Plan.

Plan Year means the twelve (12) month period, beginning on the Effective Date and, thereafter, each subsequent twelve (12) month period.

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Run-Out Claims means claims for Plan Benefits relating to health care services and products that are incurred but not processed prior to termination of this Agreement; termination of a Plan benefit option or termination of eligible Members, as applicable.

Subscriber means the Member whose employment or participation is the basis for eligibility under the Plan.

Section 1. Term and Termination of Agreement

This Agreement is effective on the Effective Date and shall remain in effect until the earliest of any of the following dates:

i. The date which is at least sixty (60) days from the date that either Employer or CHLIC provides written notice to the other of termination of this Agreement;

ii. The effective date of any Applicable Law or governmental action which prohibits performance of the activities required by this Agreement;

iii. The date upon which Employer fails to fund the Bank Account as required by this Agreement provided CHLIC notifies Employer of its election to terminate;

iv. The date upon which Employer fails to pay CHLIC any charges identified in this Agreement when due provided CHLIC notifies Employer of its election to terminate;

v. Any other date mutually agreed upon by Employer and CHLIC.

vi. Notwithstanding the foregoing, all provisions in this Agreement reasonably related to CHLIC's administration of the Plan's Pharmacy Benefit (as such term is defined in Appendix A) (the "Pharmacy Benefit Provisions"), shall continue in effect for no less than thirty six (36) months commencing on the Effective Date, except that, if any of the following dates occurs, the Pharmacy Benefit Provisions set forth in the Schedule of Financial Charges and Appendix A will cease being in effect as of such date:

   a. The effective date of any Applicable Law or governmental action which prohibits performance of the activities in connection with the Pharmacy Benefit required by this Agreement;

   b. The date upon which Employer fails to fund the Bank Account as required by this Agreement for claims under the Pharmacy Benefit provided CHLIC notifies Employer of its election to terminate the Pharmacy Benefit Provisions;

   c. The date upon which Employer fails to pay CHLIC any charges in connection with the Pharmacy Benefit identified in this Agreement when due, provided CHLIC notifies Employer of its election to terminate the Pharmacy Benefit Provisions; or

   d. The date that is sixty (60) days after notice by either Employer or CHLIC ("non-defaulting party") of the material breach by the other (the "defaulting party") of a material obligation of the defaulting party related to the Pharmacy Benefit (other than failure to fund the Bank Account or failure to pay any charges when due pursuant to Sections 1.vi.b and 1.vi.c above) that is not cured to the reasonable satisfaction of the non-defaulting party within a reasonable time following the initial notice of breach.

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During such thirty six (36) month period (or shorter period, as applicable under (a), (b), (c) or (d) above), CHLIC will continue to be the exclusive provider of Pharmacy Benefit administration services for the Plan's Pharmacy Benefit.

In the event that Employer purports to terminate such arrangement or enters into an agreement with another pharmacy benefit manager ("PBM") or other third party to provide any or all pharmacy benefit management services for Employer's benefit plan prior to the end of such thirty six (36) month period, then, within thirty (30) days of CHLIC's written request, Employer shall pay CHLIC the amount of $1.50 per the average monthly number of Members who were enrolled in the Plan's Pharmacy Benefit from the beginning of the thirty six (36) month period to the effective date of such purported termination or other agreement multiplied by the number of months remaining until the end of the thirty six (36) month period.

Section 2. Claim Administration and Additional Services

a. While this Agreement is in effect, CHLIC shall, consistent with, the claim administration policies and procedures then applicable to its own health care insurance business (i) receive and review claims for Plan Benefits; (ii) determine the Plan Benefits, if any, payable for such claims; (iii) disburse payments of Plan Benefits to claimants; and (iv) provide in the manner and within the time limits required by Applicable Law, notification to claimants of (a) the coverage determination or (b) any anticipated delay in making a coverage determination beyond the time required by Applicable Law.

b. Following (i) termination of this Agreement, except pursuant to Section 1.iii and 1.iv; (ii) termination of a Plan benefit option or (iii) termination of eligible Members, if any required fees have been paid in full, CHLIC shall process Run-Out Claims for the applicable Run-Out Period (Refer to Schedule of Financial Charges for applicable fees and Run-Out Period). At the termination of any applicable Run-Out Period, CHLIC shall cease processing Run-Out Claims and, subject to the requirements of Section 21.a, make all relevant records in its possession relating to such claims, other than CHLIC's proprietary information, reasonably available to Employer or Employer's designee. CHLIC is not required to provide proprietary information to Employer or any other party.

c. Employer hereby delegates to CHLIC the authority, responsibility and discretion to determine coverage under the Plan based on the eligibility and enrollment information provided to CHLIC by Employer. Employer also hereby delegates to CHLIC the authority, responsibility and discretion to (i) make factual determinations and to interpret the provisions of the Plan to make coverage determinations on claims for Plan Benefits, (ii) conduct a full and fair review of each claim which has been denied as defined by ERISA, (iii) conduct level one of internal appeals of "Urgent Care Claims," "Concurrent," "Pre-service," and "Post-service" claims (as those terms are defined under ERISA) and notify the Member or the Member's authorized representative of its decision. Employer will ensure that all summary plan description materials provided to Members reflect the delegation of discretionary authority outlined above.

   If the Plan provides a level two internal appeal, Employer shall conduct and retain full responsibility and discretionary authority for such appeals including notification to the Member and/or the Member's authorized representative of its decision. Employer will ensure that the summary plan description materials provided to Members properly outline the internal appeal process and Employer's responsibility for level two internal appeals.

d. In addition to the basic claim administrative duties described above, CHLIC shall also perform the Plan-related administrative duties agreed upon by the Parties and specified in Exhibit B. Unless otherwise agreed to in writing by CHLIC, all services identified in this Agreement shall be provided

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by CHLIC on an exclusive basis with respect to that portion of the Plan administered by CHLIC pursuant to this Agreement.

e. As part of the Plan Benefits provided under this Agreement, CHLIC and Employer agree that CHLIC will provide the Pharmacy Benefit (as defined in Appendix A) services described in the Schedule of Financial Charges and Appendix A as attached hereto, if any (the "Pharmacy Benefit Provisions"). In the event of any conflict between the terms set forth in the Pharmacy Benefit Provisions and any other terms set forth in this Agreement, including Exhibits hereto, the Pharmacy Benefit Provisions shall control solely with respect to the Pharmacy Benefit services.

Section 3. Funding and Payment of Claims

a. Employer shall establish a Bank Account, and maintain in the Bank Account an amount sufficient at all times to fund payments from it for the following (collectively "**Bank Account Payments**"): (i) Plan Benefits; (ii) those charges and fees identified in the Schedule of Financial Charges as payable through the Bank Account and (iii) any sales or use taxes, or any similar benefit- or Plan-related charge or assessment however denominated, which may be imposed by any governmental authority. Bank Account Payments may include without limitation: (a) fixed per person payments and pay-for-performance payments to Participating Providers; (b) amounts owed to CHLIC which are not billed to Employer in accordance with Section 4 of this Agreement; and (c) amounts paid to CHLIC's affiliates and/or subcontractors for, among other things, network access or in- and out-of network health care services/products provided to Members. CHLIC may credit the Bank Account with payments due Employer under a stop loss policy issued by CHLIC or an affiliate.

b. CHLIC, as agent for the Employer, shall make Bank Account Payments from the Bank Account, in the amount CHLIC reasonably determines to be proper under the Plan and/or under this Agreement.

c. In the event that sufficient funds are not available in the Bank Account to pay all Bank Account Payments when due, CHLIC shall cease to process and issue payment for claims for Plan Benefits including Run-Out Claims and CHLIC may notify claimants and Members regarding such insufficient funding.

d. CHLIC will promptly adjust any underpayment of Plan Benefits or pay-for-performance payments by drawing additional funds due the claimant from the Bank Account. In the event CHLIC determines that it has overpaid a claim for Plan Benefits or paid Plan Benefits to the wrong party, it shall take all reasonable steps consistent with the policies and procedures applicable to its own health care insurance business to recover the overpayments of Plan Benefits. CHLIC shall also take all reasonable steps consistent with the policies and procedures applicable to its own health care insurance business to collect pay-for-performance payments due to Employer or to recover pay-for- performance overpayments (collectively "Pay-for-Performance Recoveries"). CHLIC shall not be required to initiate court, mediation, arbitration or other administrative proceedings to recover any overpayment of Plan Benefits or to collect or recover Pay-for-Performance Recovery. However, when it elects to do so, CHLIC is expressly authorized by Employer to take all actions on behalf of the Employer and/or the Plan to pursue overpayment recovery of Plan Benefits or to collect or recover Pay-for-Performance Recovery including, but not limited to, retaining counsel, settling and compromising claims or Pay-for-Performance Recoveries, in which case CHLIC shall be responsible for the attorney fees, court costs or arbitration fees incurred by CHLIC in the specific overpayment recovery action of Plan Benefits (not applicable to subrogation or conditional claim payment recoveries) or to collect or recover Pay-for-Performance Recovery, but not any other associated third party costs absent consent of CHLIC. CHLIC shall not be responsible for reimbursing any unrecovered payments of Plan Benefits or Pay-for-Performance Recoveries unless made as a result of its gross negligence or intentional wrongdoing.

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e. Employer shall promptly reimburse CHLIC for any Bank Account Payments paid by CHLIC with its own funds on Employer's behalf and no such payment by CHLIC shall be construed as an assumption of any of Employer's liability for such Bank Account Payments.

f. Following termination of this Agreement, Employer shall remain liable for payment of all Plan Benefits and other due Bank Account Payments and for all reimbursements due Members under the Plan.

This Section 3 shall survive termination of this Agreement.

Section 4. Charges

a. Charges. CHLIC shall provide to Employer a monthly statement of all charges Employer is obligated to pay under this Agreement that are not paid as Bank Account Payments. Payment of all billed charges shall be due on the first day of the month, as indicated on the monthly statement. Payments received after the last day of the month in which they are due, shall be subject to late payment charges, from the due date at a rate calculated as follows: the one (1) year Treasury constant maturities rate for the first week ending in January plus five percent (5%). For purposes of calculating late payment charges, payments received will be applied first to the oldest outstanding amount due. CHLIC may reasonably revise the methodology for calculating late payment charges upon thirty (30) days' advance written notice to Employer.

b. Changes - Additions and Terminations. If a Subscriber's effective date is on or before the fifteenth (15th) day of the month, full charges applicable to that Subscriber shall be due for that Subscriber for that month. If coverage does not start or ceases on or before the fifteenth (15th) day of the month for a Subscriber, no charges shall be due for that Subscriber for that month.

c. Retroactive Changes and Terminations. Employer shall remain responsible for all applicable charges and Bank Account Payments incurred or charged through the date CHLIC processed Employer's notice of a retroactive change or termination of a Member. However, if the change or termination would result in a reduction in charges, CHLIC shall credit to Employer the reduction in charges charged for the shorter of (a) the sixty (60) day period preceding the date CHLIC processes the notice, or (b) the period from the date of the change or termination to the date CHLIC processes the notice.

This Section 4 shall survive termination of this Agreement.

Section 5. Enrollment and Determination of Eligibility

a. Eligibility Determinations and Information. Employer is responsible for administering Plan enrollment. In determining any person's right to benefits under the Plan, CHLIC shall rely upon enrollment and eligibility information provided by the Employer and CHLIC shall have no liability for administering the Plan in reliance upon enrollment and eligibility information provided by Employer. Such information shall identify the effective date of eligibility and the termination date of eligibility and shall be provided promptly on a monthly basis (unless otherwise agreed to in writing by CHLIC) to CHLIC in a format and with such other information as reasonably may be required by CHLIC for the proper administration of the Plan.

b. Release of Liability. Notwithstanding any inconsistent provision of this Agreement to the contrary, if Employer, fails to provide CHLIC with accurate enrollment and eligibility information, benefit design requirements, or other agreed-upon information in CHLIC's standard timeframe and format, CHLIC shall have no liability under this Agreement for any act or omission by CHLIC, or its employees, affiliates, subcontractors, agents or representatives, directly or indirectly caused by such failure.

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c. Reconciliation of Eligibility and Information and Default Terminations. CHLIC will periodically share potential discrepancies in eligibility information with Employer. Employer will review and reconcile any discrepancies within thirty (30) days of receipt and provide CHLIC corrected eligibility information. If Employer fails to timely do so, CHLIC may terminate coverage for any Member not listed as eligible in Employer's submitted eligibility information.

Section 6. Claim Audits

a. Claim Audit. Employer may, audit CHLIC's payment of Plan Benefits in accordance with the following requirements:

i. Employer shall provide to CHLIC a scope of audit letter and the fully executed Claim Audit Agreement, a sample of which is attached hereto as Exhibit C together with a forty-five (45) day advance written request for audit.

ii. Employer may designate with CHLIC's consent (which consent shall not to be unreasonably withheld) an independent, third-party auditor to conduct the audit (the "**Auditor**").

iii. Employer and CHLIC will agree upon the date for the audit during regular business hours at CHLIC's office(s).

iv. Except as otherwise agreed to by the parties in writing prior to the commencement of the audit, the audit shall be conducted in accordance with the terms of CHLIC's Claim Audit Agreement attached hereto as Exhibit C, which is hereby agreed to by Employer and which shall be signed by the Auditor prior to the start of the audit.

v. If the audit identifies any claim adjustments, such adjustments will be made in accordance with this Agreement and based upon the actual claims reviewed and not upon statistical projections or extrapolations.

vi. Employer shall be responsible for its Auditor's costs.

Employer may (as determined by CHLIC based upon the resources required by the audit requested) be responsible for CHLIC's reasonable costs with respect to the audit, except that while this Agreement is in effect there shall be no additional cost to Employer for an audit of payment documents (subject to any contrary terms in Participating Provider agreements) relating to a random, statistically valid sample of two-hundred twenty-five (225) claims paid during the two prior Plan years and not previously audited, provided that if Employer has five thousand (5,000) or more employee who are Members, Employer may conduct one such audit every Plan Year (but not within six (6) months of a prior audit); otherwise, Employer may conduct one such audit every two (2) Plan Years (but not within eighteen (18) months of a prior audit). In no event shall any audit involve Plan benefit payments made prior to the most recent two (2) Plan Years. In the event Employer requests to alter the scope of the claim audit, CHLIC will endeavor to reasonably accommodate the Employer's request, which may be subject to additional charges to be mutually agreed upon by the Employer and CHLIC prior to the start of the audit.

Section 7. Plan Benefit Liability

a. Employer Liability for Plan Benefits. Employer is solely responsible for all Plan Benefits including any Plan Benefits paid as a result of any legal action. Employer is responsible for reimbursing CHLIC, its

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directors, officers and employees for any reasonable expense incurred (including reasonable attorneys' fees) by them in the defense of any action or proceeding involving a claim for Plan Benefits. CHLIC shall reasonably cooperate with Employer, in its defense of such actions.

If Employer directs CHLIC in writing to pay Extra-Contractual Benefits, Employer is responsible for funding the payment and such payments shall not be considered in determining reimbursements or payments under stop loss insurance provided by CHLIC or CHLIC affiliate or in determining any CHLIC or CHLIC affiliate risk-sharing or performance guarantee reimbursements. Employer shall reimburse CHLIC for any liability or expenses (including reasonable attorneys' fees) CHLIC may incur in connection with making such payments.

b. Employer Liability for Plan-Related Expenses. Employer shall reimburse CHLIC for any amounts CHLIC may be required to pay (i) as state premium tax or any similar Plan-related tax, charge, surcharge or assessment, or (ii) under any unclaimed or abandoned property, or escheat law, with respect to Plan Benefits and any penalties and/or interest thereon.

The reimbursement obligations set forth in this Section 7 shall survive termination of this Agreement.

Section 8. Modification of Plan and Charges

a. Except as may be otherwise provided in the Schedule of Financial Charges, CHLIC shall have the right to revise the charges identified in this Agreement (i) on the first anniversary of this Agreement and at any time thereafter by giving Employer at least sixty (60) days' prior written notice, but not more frequently than once in a twelve (12) month period, (ii) upon any modification or amendment of the benefits under the Plan, (iii) upon any variation of fifteen percent (15%) or more in the number of Members used by CHLIC to calculate its charges under this Agreement, and/or (iv) upon any change in law or regulation that materially impacts CHLIC's liabilities and/or responsibilities under this Agreement.

b. Employer shall provide CHLIC written notice of any modification or amendment to the Plan sufficiently in advance of any such change as to allow CHLIC to implement the modification or amendment. Employer and CHLIC shall agree upon the manner and timing of the implementation of such modification or amendment subject to CHLIC's system and operational capabilities.

c. Employer is solely responsible for communicating any Plan modification or amendment to Members or individuals considering enrolling in the Plan.

Section 9. Modification of Agreement

This Agreement constitutes the entire contract between the Parties regarding the subject matter herein. Except, as otherwise provided herein, the provisions of this Agreement shall control in the event of a conflict with the terms of any other agreements. Except for changes to the charges or other financial terms, including any terms or conditions related thereto, identified in this Agreement, no modification or amendment hereto shall be valid unless in writing and agreed to by an authorized person of each of the Parties. This Agreement may not be modified by any shrink-wrap, click-wrap, browse-wrap, click-through, web-site based, online or use agreements ("Click-Wrap") that purport to be accepted or deemed accepted by download or online acknowledgment. The charges identified in this Agreement may be revised in accordance with Section 8 by CHLIC providing written notice to Employer and Employer indicating its acceptance of the modification either by paying the revised charges or failing to object to such revised charges in writing to CHLIC within fifteen (15) business days of receipt of such notice from CHLIC. The

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revised charges will be effective on the date indicated in CHLIC's written notice to Employer unless otherwise agreed to by CHLIC and Employer.

Section 10. Choice of Law

a. This Agreement shall be interpreted and construed in accordance with the laws of the State of Connecticut. Any and all claims, controversies, and causes of action arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by the laws of the State of Connecticut, including its statutes of limitations, without regard to any conflict-of-laws or other rule that would result in the application of the law of a different jurisdiction.

b. The Parties shall perform their obligations under this Agreement in conformance with all Applicable Laws and regulatory requirements.

Section 11. Information in CHLIC Processing Systems

CHLIC may retain and use all Plan-related claim/payment information recorded/integrated into CHLIC's business records (including claim processing systems) in the ordinary course of business. Such information will be available to Employer pursuant to Section 21. CHLIC will retain such Plan-related claim/payment information in accordance with its record retention policy and Applicable Law.

Section 12. Resolution of Disputes

It is understood and agreed that any dispute between the Parties arising from or relating to the performance or interpretation of this Agreement ("**Controversy**") shall be resolved exclusively pursuant to the following mandatory dispute resolution procedures:

a. Any Controversy shall first be referred to an executive level employee of each Party who shall meet and confer with his/her counterpart to attempt to resolve the dispute ("**Executive Review**") as follows: The disputing Party shall initiate Executive Review by giving the other Party written notice of the Controversy and shall specifically request Executive Review of said Controversy in such notice. Within twenty (20) calendar days of any Party's written request for Executive Review, the receiving Party shall submit a written response. Both the notice and response shall include a statement of each Party's position and a summary of the evidence and arguments supporting its position. Within thirty (30) calendar days of any Party's request for Executive Review, an executive level employee of each Party shall be designated by the Party to meet and confer with his/her counterpart to attempt to resolve the dispute. Each representative shall have full authority to resolve the dispute.

b. In the event that a Controversy has not been resolved within thirty-five (35) calendar days of the request of Executive Review under Section 12.a, above, either Party may initiate mediation by providing written notice to the other Party, which shall be conducted in Hartford, Connecticut, in accordance with the American Arbitration Association commercial mediation rules ("**Mediation**") using American Arbitration Association mediators. Each Party shall assume its own costs and attorneys' fees, and the compensation and expenses of the mediator and any administrative fees or costs associated with the mediation proceeding shall be borne equally by the Parties. The Parties shall not, however, be required to mediate the Controversy.

c. In the event that a Controversy has not been resolved by Executive Review or Mediation, the Controversy shall be settled exclusively by binding arbitration. The arbitration shall be conducted in the same location as noted in Section 12.b above, in accordance with the American Arbitration

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Association commercial arbitration rules, and which to the extent of the subject matter of the arbitration, shall be binding not only on all Parties to this Agreement but on any other entity controlled by, in control of or under common control with the Party to the extent that such affiliate joins in the arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each Party shall assume its own costs and attorneys' fees, and the compensation and expenses of the arbitrator and any administrative fees or costs associated with the arbitration proceeding shall be borne equally by the Parties. The decision of the arbitrator shall be final, conclusive and binding, and no action at law or in equity may be instituted by any Party other than to enforce the award of the arbitrator.

d. The Parties intend this dispute resolution procedure described above to be a private undertaking and agree that an arbitration conducted under this provision will not be consolidated with an arbitration involving other plans administered in whole or in part by CHLIC or other Cigna Corporation, or third parties not parties to this Agreement. The arbitrator will be without power to conduct arbitration on a class or representative basis. The Employer waives its right to participate in a class action or representative proceeding against CHLIC or other Cigna Corporation. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. All issues are for the arbitrator to decide, except the courts will decide those issues relating to the scope and enforceability of the arbitration provision.

This Section 12 shall survive termination of this Agreement.

Section 13. Third Party Beneficiaries

This Agreement is for the exclusive benefit of Employer and CHLIC. It shall not be construed to create any legal relationship between CHLIC and any other party.

Section 14. Waivers

No course of dealing or failure of any Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. Waiver by any Party of any default shall not be deemed a waiver of any other default.

Section 15. Headings

Article, section, or paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Section 16. Severability

If any provision or any part of a provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable any other portion of this Agreement.

Section 17. Force Majeure

CHLIC shall not be liable for any failure to meet any of their obligations under this Agreement where such failure to perform is due to any contingency beyond the reasonable control of CHLIC or its affiliates or subcontractors, its employees, officers, or directors. Such contingencies include, but are not limited to, acts

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of God, fires, wars, accidents, labor disputes or shortages, and governmental actions, laws, ordinances, rules or regulations.

Section 18. Assignment and Subcontracting

No Party may assign any right, interest, or obligation hereunder without the express written consent of the other Party; provided, however that CHLIC may assign any right, interest, or responsibility under this Agreement to its affiliates and/or subcontract specific obligations under this Agreement provided that CHLIC shall not be relieved of its obligations under this Agreement when doing so.

Section 19. Notices

Except as otherwise provided, all notices or other communications hereunder shall be in writing and shall be deemed to have been duly made when (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, (c) delivered electronically, or (d) deposited in the United States mail, postage prepaid, and addressed as follows:

To CHLIC:
Cigna Health and Life Insurance Company
401 Chestnut Street
Chattanooga, TN 37402
Attention: Jonathan Oswalt, Risk & Underwriting Senior Director

To Employer:
City of St. Cloud
1300 9th Street Building B 3rd Floor
St. Cloud, FL 34769
Attention: Trucmai (Mimi) Tran
HR Director

The address to which notices or communications may be given by any Party may be changed by written notice given by one Party to the other pursuant to this Section.

Section 20. Identifying Information and Internet Usage

Except, as necessary in the performance of their duties under this Agreement, no Party may use the other's name, logo, service marks, trademarks or other identifying information or to establish a link to the other's World Wide Web site without its prior written approval.

Section 21. Confidentiality

a. Subject to the requirements of Applicable Law, the terms of this Agreement and the Privacy Addendum in Exhibit D, a signed Business Associate Agreement between Employer and its designee(s), and a signed Confidentiality Agreement between CHLIC and applicable designee(s), CHLIC shall release copies of confidential claims and Plan Benefit payment information in CHLIC's claims system (**"Confidential Information"**) and may release copies of proprietary information relating to the Plan in CHLIC's claims system (**"Proprietary Information"**) to the Employer and/or its designee(s). Employer will keep Confidential Information and Proprietary Information confidential and will use Confidential Information and Proprietary Information solely for the purpose of administering the Plan

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or as otherwise required by law. Employer is solely responsible for any unauthorized use or disclosure of Confidential Information and/or Proprietary Information provided by CHLIC pursuant to this Section 21 whether by itself or its designee and the consequences thereof.

b. CHLIC and any of its affiliates or subsidiaries which have any Protected Health Information in their possession will maintain the confidentiality of such Protected Health Information in accordance with the Privacy Addendum in Exhibit D and any applicable state privacy laws, including, without limitation, 201 CMR 17.00: Massachusetts Standards for the Protection of Personal Information of Residents of the Commonwealth.

c. Upon termination of this Agreement and subject to the provisions of Section 21.a above, CHLIC shall make information available, to the extent administratively feasible, if the Parties agree upon the charge to be paid by Employer.

The obligations set forth in this Section 21, shall survive termination of this Agreement.

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SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this Agreement, to be executed in duplicate and signed by their respective officers duly authorized to do so as of the dates given below. Employer executes as the authorized representative of the Plan with respect to the Privacy Addendum to this Agreement.

Dated at _____, _____

City of St. Cloud

Dated: 7·28·2021

By: William E. Stenger
Name:
Its
Duly Authorized

Dated at Hartford, Connecticut

CIGNA HEALTH AND LIFE INSURANCE COMPANY

Dated: June 14, 2021

By: Victoria A. Sirica
Name: Victoria A. Sirica
Its Operations Senior Manager
Duly Authorized

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Schedule of Financial Charges

Certain fees and charges identified in this Schedule of Financial Charges will be billed to Employer monthly in accordance with CHLIC's then standard billing practices. However, CHLIC is authorized to pay all fees and charges from the Bank Account unless otherwise specified in this Agreement.

	MEDICAL ADMINISTRATION CHARGES (Including Benefit Advisor Fees payments agreed to by Employer)	
Product	**Description**	**Charge**
Medical	Open Access Plus (OAP) with Care Management Preferred (All Plans)	**$15.00/employee/month**
Medical	Benefit Advisor Fees	**For OAP Products: $15.00/employee/month**
	MEDICAL NETWORK ACCESS FEE, UTILIZATION MANAGEMENT FEE AND OPTIONAL PROGRAM FEE	
Product	**Description**	**Charge**
Medical	OAP Access Fee (All Plans)	**$23.00/employee/month**
MULTI-YEAR CHARGE/FEE GUARANTEES		
	The maximum increase for the Medical Administration Charge(s) and Network Access Fee(s) for the 2022 Plan Year will be 0.00% over the 2021 Plan Year charges/fees. The maximum increase for the Medical Administration Charge(s) and Network Access Fee(s) for the 2023 Plan Year will be 0.00% over the 2022 Plan Year charges/fees. The above fee guarantees are not applicable to Pharmacy Administration Fee. The above charges/fees are guaranteed for the time periods identified above, provided, however, that CHLIC may revise the above charges/fees pursuant to Section 8 of this Agreement.	

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AMOUNTS OWED TO CHLIC
Amounts paid by CHLIC with its own funds on behalf of Employer or the Plan with respect to charges for which Employer or the Plan is obligated to pay under this Agreement including Plan Benefits, Bank Account Payments (including fixed per person payments and pay-for-performance payments to Participating Providers), governmental taxes or assessments will be billed to Employer and CHLIC is authorized to pay all such amounts from the Bank Account.
CIGNA PHARMACY BENEFIT MANAGEMENT SERVICES CHARGES AND RELATED PROVISIONS
PHARMACY ADMINISTRATION FEE
Cigna Pharmacy Product Administration Fee, only if applicable, is separate from the Medical Administration Charge shown above, but included on same billing line as the Medical Administration Charge for billing purposes only.
FINANCIAL GUARANTEES FOR DRUGS COVERED UNDER THE PLAN'S PHARMACY BENEFIT
Covered Drugs Dispensed by Cigna Home Delivery Pharmacy: CHLIC will guarantee the following charges for Covered Drugs dispensed by Cigna Home Delivery Pharmacy, subject to the provisions in the section titled "PBM Pricing – Additional Provisions":
Brand Drug Claims: For all Cigna Home Delivery Pharmacy Brand Drug Claims, the Employer's guaranteed average annual discount will be AWP minus 23.50%. **Generic Drug Claims:** For all Cigna Home Delivery Pharmacy Generic Drug Claims, the Employer's guaranteed average annual discount will be AWP minus an average discount of 84.00%. **Dispensing Fees for Drug Claims:** For all Cigna Home Delivery Pharmacy Brand Drug Claims and Generic Drug Claims the Employer's guaranteed average annual Dispensing Fee will be $0.00.
Covered Drugs Dispensed by Retail Pharmacies in 30-day* supplies: CHLIC will guarantee the following charges for Covered Drugs dispensed by Retail Pharmacies in 30-day supplies, subject to the provisions in the section titled "PBM Pricing – Additional Provisions": ***A 30-day supply means any Covered Drug dispensed by a Retail Pharmacy in an amount less than an 83-day supply**.
Brand Drug Claims: For all Retail Pharmacy Brand Drug Claims, the Employer's guaranteed average annual discount will be AWP minus 18.50%. **Generic Drug Claims:** For all Retail Pharmacy Generic Drug Claims, the Employer's guaranteed average annual discount will be AWP minus an average discount of 82.00%.

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Dispensing Fees for Both Brand Drug Claims and Generic Drug Claims: For all Retail Pharmacy Brand Drug Claims and Generic Drug Claims, the Employer's guaranteed average annual Dispensing Fee will be $0.90.

Covered Drugs Dispensed by Retail Pharmacies in 90-day supplies:** CHLIC will guarantee the following charges for Covered Drugs dispensed by Retail Pharmacies in 90-day supplies, subject to the provisions in the section titled "PBM Pricing - Additional Provisions":

****A 90-day supply means any Covered Drug dispensed by a Retail Pharmacy in an amount equal to or greater than an 83-day supply.**

Brand Drug Claims: For all Retail Pharmacy Brand Drug Claims, the Employer's guaranteed average annual discount will be AWP minus 22.50%.

Generic Drug Claims: For all Retail Pharmacy Generic Drug Claims, the Employer's guaranteed average annual discount will be AWP minus an average discount of 83.00%.

Dispensing Fees for Both Brand Drug Claims and Generic Drug Claims: For all Retail Pharmacy Brand Drug Claims and Generic Drug Claims, the Employer's guaranteed average annual Dispensing Fee will be $0.00.

AGGREGATE SPECIALTY DRUG DISCOUNT

CHLIC shall guarantee an aggregate annual average discount of 18.25% off AWP for covered Specialty Drug prescriptions dispensed by Retail Pharmacies and Cigna Home Delivery Pharmacy. CHLIC's performance will be measured based on analysis of Plan-specific utilization for the contract year.

RECONCILIATION OF PHARMACY BENEFIT MANAGEMENT FINANCIAL GUARANTEES

Pricing Guarantee Calculation. The following calculation will be performed on an aggregated basis for all paid Claims for Covered Drugs processed during the applicable contract year in order to reconcile against the average annual ingredient cost discount guarantees set forth above:

1 – [(the total ingredient cost charged to the Employer prior to application of the Plan's Member cost-share requirements)/ (the total AWP) for all Covered Drugs]

For the purposes of the pricing guarantee calculation, and notwithstanding anything herein to the contrary, the total ingredient cost shall also include the ingredient cost for a Covered Drug for which a Member pays 100% in the form of cost-share. The application of brand and generic pricing may be subject to certain "dispensed as written" ("DAW") protocols and Employer defined plan design and coverage policies for adjudication and Member Copayment purposes. For example, DAW 5 (House Generic) claims will be considered a Generic Drug claim for pricing purposes.

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Pricing Guarantee Exclusions. The following Claims or products shall be excluded from the calculation of any pricing guarantee set forth in this Agreement:

- Specialty Drugs, unless otherwise noted in the Schedule of Financial Charges.
- Workers' Compensation Claims.
- Non-standard facility Claims (Indian Tribal, Veterans Administration, or Dep. of Defense facilities).
- Limited distribution drugs.
- Subrogation Claims.
- Repackaged products.
- Products filled through Pharmacies not participating in the network accessed by Employer under this Agreement (including a contracted pharmacy that does not participate in a sub-network or preferred network tier).
- Over-the-counter (OTC) products.
- Secondary Payer Claims.
- Direct Member Reimbursement Claims.
- Compound Drugs.
- Claim reversals.
- Products identified as prescriptions covered under the federal 340B drug pricing program.
- Claims for Covered Drugs paid at the Retail Pharmacy's U&C Charge shall be included in the calculation of any Retail Pharmacy pricing guarantee set forth in this Agreement. Provided, however, that Claims for Covered Drugs at a U&C Charge shall not be included in the calculation of any Dispensing Fee guarantee, as no separate Dispensing Fee is charged for such Claims.

RECONCILIATION AND OFFSETS REGARDING FINANCIAL GUARANTEES

CHLIC will report on the guaranteed amounts within one-hundred eighty (180) days following the end of each contract year. Upon reconciliation, CHLIC's performance with respect to each ingredient cost discount or Dispensing Fee guarantee offered under this Agreement will be individually measured and then reconciled in the aggregate across all ingredient cost discount or Dispensing Fee guarantees.

PBM PRICING – ADDITIONAL PROVISIONS

- The amount paid by CHLIC to the Retail Pharmacy for Claims for Covered Drugs may or may not be equal to the amount charged to Employer and/or Member, and CHLIC will absorb or retain any difference.

- For a specific Claim for a Covered Drug dispensed by a Retail Pharmacy or Cigna Home Delivery Pharmacy, and after application of any Plan cost-share requirements, CHLIC shall charge the Employer the lowest of the following amounts:

  (1) The Prescription Drug Charge; or

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(2) The pharmacy's submitted U&C Charge, if any.

- For a specific Claim for a Covered Drug dispensed by a Retail Pharmacy or Cigna Home Delivery Pharmacy, CHLIC shall charge the Member in accordance with the terms of the Pharmacy Benefit. For example, for a Covered Drug subject to a fixed dollar copayment requirement, CHLIC shall charge the Member the lowest of the following amounts:

  (1) The fixed dollar copayment for the Covered Drug, if any;

  (2) The Prescription Drug Charge; and

  (3) The pharmacy's submitted U&C Charge, if any.

- Home Delivery Pharmacy Dispensing Fees and Dispensing Fee Guarantees are inclusive of shipping and handling. If carrier rates (i.e., U.S. mail and/or applicable commercial courier services) increase during the term of this Agreement, the Home Delivery Pharmacy Dispensing Fee and Home Delivery Pharmacy Dispensing Fee Guarantee will be increased to reflect such increase(s).

- Unless specifically noted herein, the discounts to Employer for Covered Drugs set forth in this Agreement are not guaranteed to result in an average aggregate discount off the aggregate AWP of all such Covered Drugs.

- Any pricing guarantees, including any ingredient cost discount or Dispensing Fee guarantee, set forth in this Agreement shall be rendered null and void in the event Employer terminates CHLIC's administration of the Pharmacy Benefit prior to completion of the then-current Plan Year. CHLIC's fees, Rebates (if any), discounts or guarantees (if any) are, among other conditions communicated in this Agreement or otherwise in writing to Employer, contingent on, and assume, adoption by Employer of a specific Formulary, Retail Pharmacy network, and Plan design features (e.g. cost-share structure, utilization/cost management programs).

- Notwithstanding any other provision of this Agreement, CHLIC may, effective upon written notice to Employer, adjust any or all of the fees, Rebates (if any), discounts or guarantees (if any) in this Agreement to the extent reasonably necessary to preserve the economic value of this Agreement to CHLIC as it existed immediately prior to any of the following events or changes: (a) there are any significant changes in the composition of the CHLIC pharmacy network utilized by Employer hereunder or in such pharmacy network's contract compensation rates, or the structure of the pharmacy stores/chains/vendors that are contracted with CHLIC, including but not limited to disruption in the retail pharmacy delivery model, or bankruptcy of a chain pharmacy; or (b) there is a change in government laws or regulations which has a significant impact on pharmacy claim costs; or (c) any material manufacturer-rebate contracts with, or for the benefit of, CHLIC are terminated or modified in whole or in part; or (d) there is any legal action or law that materially affects, or could materially affect the manner in which CHLIC's rebate program is administered or an existing law is interpreted so as to materially affect or potentially have a

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material effect, on CHLIC's administration of the Plan; (e) a major change in market conditions affecting the pharmaceutical or pharmacy benefit management market, a drug shortage in the market, an issue involving the safety of the drug supply, an unexpected introduction of a new drug (e.g. authorized generic), or similar market event occurs; (f) the Pharmacy Benefit enrollment decreases by equal to or greater than 15% from the enrollment on which CHLIC's financial offer is based; or (g) there is material change in the Plan that is initiated by Employer (and which CHLIC agrees to administer) such as a change in Formulary selection or network, or Employer fails to disclose a material feature of the Plan or the Plan's Pharmacy Benefit.

DRUG MANUFACTURER-PAYMENT SHARING

Subject to the caveats below, CHLIC will remit to Employer the following portion of Rebates that CHLIC collects with respect to utilization of Covered Drugs under the Plan's Pharmacy Benefit:

For All Products:

The greater of: 100.00% of Rebates on such utilization dispensed in the full calendar year immediately preceding CHLIC's remittance, or the sum of $240.93 multiplied by the number of Retail Pharmacy Brand Drug Claims dispensed in 30-day* supplies plus $779.93 multiplied by the number of Retail Pharmacy Brand Drug Claims dispensed in 90-day* supplies plus $1,348.39 multiplied by the number of Cigna Home Delivery Pharmacy Brand Drug Claims (excluding Specialty Brand Drug Claims) plus $1,702.53 multiplied by the number of Cigna Home Delivery Pharmacy Specialty Brand Drug Claims processed in such full calendar year.

Caveats:

(1) Upon termination of this Agreement, CHLIC may use Rebates otherwise payable to Employer to offset payable Bank Account Payments or other payable fees or charges identified in this Agreement. CHLIC may also use Rebate attributable to claims for which CHLIC has the financial responsibility under any applicable stop loss policy issued to Employer for purposes of paying or offsetting any stop loss reimbursement payments owed by CHLIC or its affiliates to Employer or otherwise to reconcile stop loss reimbursements.

(2) Should Employer terminate this Agreement before completion of the then-current Plan Year, no Rebates shall be due with respect to that Plan Year, and any Rebate minimum or fixed dollar guarantees shall be null and void, as payments of Rebates is conditioned on CHLIC exclusively administering the Pharmacy Benefits for the entire Plan Year.

(3) For percentage-based sharing arrangements, payout amount may differ slightly from the stated percentage when payout occurs before manufacturers' final reconciliations and payments are made to CHLIC. For the purposes of clarity, CHLIC shall reconcile its performance with respect to any Rebate payment guarantees, including, without limitation, any minimum or fixed dollar guarantees, in the aggregate.

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Moreover, any amount directly or indirectly provided by a manufacturer or other third party that is allocated to reduce and/or wholly or partially satisfy a Member's cost-sharing obligation for a Covered Drug shall not be considered a "Rebate" for the purposes of Rebate payments to Employer but may be included when reconciling CHLIC's performance against any Rebate minimum guarantee set forth in this Agreement.

(4) For percentage-based sharing arrangements, the percentage share payment of Rebates shall not include the payment of any Rebates received, if any, for Run-Out Claims, 340b Claims, Medical Specialty Claims, Direct Member Reimbursement Claims, Reversed Claims, and Compound Claims.

(5) CHLIC or its agent contracts with drug manufacturers on CHLIC's own behalf, and not as agent of the Employer or the Plan.

(6) The Rebate payment commitments, including any minimum or fixed dollar guarantees, if any, set forth in this Schedule of Financial Charges are, among any other conditions communicated in this Agreement or otherwise in writing to Employer, contingent on the availability of Rebates to CHLIC and Employer's Pharmacy Benefit applying a 90-day supply limit for Specialty Drugs. For example, in the event that Employer has adopted, or adopts, a 30-day supply limit for Specialty Drugs, CHLIC shall revise the stated Rebate minimum or fixed dollar guarantees, if any, to the extent necessary to reflect CHLIC's revised estimate of Rebates it may collect on Specialty Drugs utilized under the Pharmacy Benefit.

Timing of Rebate Pay-Out: Remittance will be provided within ninety (90) days after the close of each applicable calendar quarter for the portion of such calendar quarter that coincides with the Plan Year.

REBATE PAYMENT EXCLUSIONS

The Rebate Guarantee payment obligations set forth in this Schedule of Financial Charges shall exclude the following types of claims and/or products:

- Claims paid pursuant to a Dispense as Written (DAW) 5 code.
- Direct Member Reimbursement Claims.
- Repackaged products.
- Pharmaceutical supplies.
- Biosimilar Claims.
- Multi-source Brand Drugs.
- Limited distribution drugs.
- Vaccines.
- Compound Drugs.
- Claim reversals.

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- Products identified as prescriptions covered under the federal 340B drug pricing program. Employer shall be solely responsible for ensuring that any pharmacy affiliated with or operated by Employer or its affiliate, such as an in-house pharmacy, systematically identifies 340B prescriptions on Claim transactions administered by CHLIC. If such pharmacy fails to systematically identify 340B prescriptions on Claim transactions submitted to CHLIC, then CHLIC may withhold all Rebates, or modify any minimum or fixed dollar Rebate guarantee, otherwise attributable to utilization at such pharmacy.
- Run-Out Claims.

Rebate guarantee reconciliation calculations will not include member-submitted coupon copay assistance.

PHARMACY VACCINE PROGRAM

Notwithstanding anything to the contrary in this Agreement or otherwise, the following terms and conditions shall apply to the administration of vaccines by CHLIC under the Cigna Pharmacy Program.

Vaccine Claims will adjudicate at the lower of the U&C Charge or the amounts shown in the Vaccine Pricing Schedule below. For Vaccine Claims, the U&C Charge shall be the retail price charged by an in-network participating retail pharmacy for the particular vaccine, including administration and dispensing fees, in a cash transaction on the date the vaccine is dispensed as reported to CHLIC by the in-network participating pharmacy.

"Vaccine Claim" means a claim for a Covered Drug which is a vaccine. "Pass Through Pricing" means the actual ingredient cost and dispensing fee amount paid by CHLIC for the Vaccine Claim when the Vaccine Claim is adjudicated by an in-network participating pharmacy, as set forth in the specific in-network participating pharmacy remittances related to the Vaccine Claim. Notwithstanding anything to the contrary in this Agreement or otherwise, all Vaccine Claims shall be excluded from the calculation, measurement, and payment of any and all financial guarantees, including but not limited to rebate guarantees, ingredient cost guarantees, and dispensing fee guarantees set forth in this Agreement.

Vaccine Pricing Schedule

	Retail Pharmacy INFLUENZA	**Retail Pharmacy ALL OTHER VACCINES**	**Member Submitted Vaccine Claims**
Vaccine Administration Fee	Pass-Through Pricing (Capped at $15 per in-network Vaccine Claim)	Pass-Through Pricing (capped at $20 per in-network Vaccine Claim)	Submitted amount

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Ingredient Cost	Retail Pharmacy Ingredient Cost as set forth in this Agreement	Retail Pharmacy Ingredient Cost as set forth in this Agreement	Submitted amount
Dispensing Fee	Retail Pharmacy Dispensing Fee as set forth in this Agreement	Retail Pharmacy Dispensing Fee as set forth in this Agreement	Submitted amount

CIGNA HOME DELIVERY PHARMACY DISCLOSURE		
	Product	**Charge**
Cigna Home Delivery Pharmacy (a CHLIC affiliated company(ies))	Specialty drugs dispensed by Cigna Home Delivery Pharmacy and administered under the Plan's medical benefit. "Cigna Home Delivery Pharmacy" means a duly licensed pharmacy operated by CHLIC or its affiliates, where prescriptions are filled and delivered via the mail service. Cigna Home Delivery Pharmacy may maintain product purchase discount arrangements and/or fee-for-service arrangements with pharmaceutical manufacturers and wholesale distributors. Cigna Home Delivery Pharmacy contract for these arrangements on its own account in support of its pharmacy operations. These arrangements relate to services provided outside of this Agreement and other pharmacy benefit management arrangements and may be entered into without regard to whether a specific drug is on one of the formularies that CHLIC offers to entities like Employer that sponsor group health plans. Discounts and fee-for-service payments received by Cigna Home Delivery Pharmacy are not part of the administrative fees or other charges paid to CHLIC in connection with CHLIC's services hereunder. This provision shall survive termination or expiration of the Agreement.	**The drug's charge under a national specialty drug discount schedule that generates a 12.5% annual average aggregate discount off AWP across specialty drug claims dispensed at Cigna Home Delivery Pharmacy to CHLIC's self-funded and insured group-client book of business.**
FEES FOR PROCESSING RUN-OUT CLAIMS		
OAP	Run-Out Period of twelve (12) months	**No Additional Cost**
CHLIC MEDICAL COST CONTAINMENT FEES		
CHLIC administers the programs listed below to contain costs with respect to charges for health care service/supplies that are covered by the Plan (the "**Cost-Containment Programs**").In administering these Cost-Containment Programs, CHLIC may contract with vendors to perform various Cost-Containment Program related services. CHLIC's charge for administering a Cost-Containment Program is the percentage indicated in the table below of the:		

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1) "gross savings" (i.e., the difference between the charge the provider made and the allowable amount resulting from the Cost-Containment Program);

2) "net savings" (i.e., the gross savings less the applicable vendor charge); or

3) "gross recovery" (i.e., the amount recovered as a result of the Cost-Containment Program) as applicable.

CHLIC will make a per claim charge that includes both CHLIC's applicable Cost Containment Program charge, as shown in the table below, and the applicable vendor charge. CHLIC will pay the vendor its charge.

For charges for covered services received from a non-Participating Provider (including emergency/urgent care services that are covered at the in-network benefit level), CHLIC may apply discounts available under agreements with third parties or through negotiation of the non-Participating Provider's charges whether on a claim-by-claim basis or in advance of services being rendered. The programs for obtaining these discounts are identified in Section A of the table below as Non-Participating Provider Cost-Containment Programs. Applying these discounts may result in higher payments than if the maximum reimbursable charge is applied. Whereas application of the maximum reimbursable charge may result in the patient being balance billed for the entire unreimbursed amount, applying these discounts avoids balance billing and may substantially reduce the patient's out-of-pocket cost.

CHLIC's per claim charge for administering the Non-Participating Provider Cost-Containment Programs in Section A of the table below plus any per claim vendor charges associated with the Non-Participating Provider Cost-Containment Programs in Section A of the table shall not exceed $30,000.00 per claim. Vendor charges for the Non-Participating Provider Cost-Containment Programs in Section A of the table generally range from 7-11% of gross savings. Specific rates charged by vendors for the programs in Section A of the table are available upon request, subject to execution of a mutually agreed upon non-disclosure agreement to protect the proprietary vendor information from unauthorized use/disclosure.

If no discount is available or negotiated, reimbursement will be based upon:

(i) If charges are not subject to CHLIC's benefit enhancement policy – the plan's maximum reimbursable charge (in which case the patient may be balance billed by the provider if the provider's charge exceeds the plan's maximum reimbursable charge); or

(ii) If charges are subject to CHLIC's benefit enhancement policy – depending upon the Employer's election:

a. the amount of provider's billed charge not exceeding the greater of a CHLIC determined percentage of the Medicare allowable amount (the 80th percentile of the reasonable and customary charge if there is no Medicare allowable charge) or the amount required by state

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or federal, law (in the case of emergency room services) for charges subject to CHLIC's benefit enhancement policy (patient may be balance billed by the provider if the provider's charge exceeds such amount), or b. the provider's billed charge. The administration of charges for covered services from non-Participating Providers described above is consistent with the claim administration practices with respect to CHLIC's own health care insurance business where applicable.		
A. Non-Participating Provider Cost-Containment Programs		
1.	Network Savings Program	**29% of net savings**
2.	Supplemental Network	**29% of net savings**
3.	Medical Bill Review – (Pre-payment Cost Containment for Non-contracted claims):	
	Inpatient Hospital Bill Review	
	• Professional Fee Negotiation	**29% of net savings**
	• Line Item Analysis Re-pricing	**29% of net savings**
	Outpatient Hospital Bill Review	
	• Professional Fee Negotiation	**29% of net savings**
	• Line Item Analysis Re-pricing	**29% of net savings**
	Physician/Professional Bill Review	
	• Professional Fee Negotiation	**29% of net savings**
	• Line Item Analysis Re-pricing	**29% of net savings**
B. Other Cost-Containment Programs		
1.	Medical Bill Review – (Pre or Post-payment Cost Containment for Non-contracted and Contracted claims):	
	• Bill Audit	**29% of the gross savings/gross recovery achieved plus hospital**

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		fees or expenses passed through
	Diagnosis Related Grouping (DRG) Validation/Audits and Recovery. An overpayment audit and recovery program in which CHLIC or its vendors review paid claim data to identify overpayments based on inaccurate DRG coding.	**29% of gross savings/gross recovery plus any fees or expenses passed through by the hospital or regulatory agency**
	Medical Implant Device Audits	**29% of the gross savings/gross recovery**
2.	COB Vendor Recoveries [Exclusive of pharmacy programs where claims are adjudicated at time prescription is received.]	**29% of the gross recovery**
3.	Secondary Vendor Recovery Program	**29% of the gross recovery**
4.	Provider Credit Balance Recovery Program	**29% of the gross recovery**
5.	High Cost Specialty Pharmaceutical Audits (this service is only provided with respect to Medical coverage)	**29% of the gross recovery**
6.	Eligibility Overpayment Recovery Vendor Services. Identification and recovery of funds in situations where the overpayment is due to the late receipt of Member termination information. (This service is only provided with respect to Medical coverage).	**29% of the gross recovery**
7.	Class Action Recoveries	**35% of the gross recovery**
8.	Subrogation/Conditional Claim Payment. Identification, investigation and recovery of claim payments involving other party liability or where another entity is responsible for payment (including by way of example but not by limitation automobile insurance, homeowner insurance, commercial property insurance, worker's compensation). (This service is only provided with respect to Medical coverage.)	**5% of the gross recovery plus litigation costs if counsel is retained and an appearance is filed on behalf of CHLIC or Employer in any litigation, or a lawsuit is filed on their behalf;**

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		29% of the gross recovery if no counsel is retained and in all other instances, including cases where state law requires that employee benefit plans be named as party defendants or involuntary plaintiffs.
CHLIC PHARMACY COST CONTAINMENT FEES		
CHLIC administers the following programs to contain costs with respect to charges for health care service/supplies that are covered by the Plan. In administering these programs, CHLIC contracts with vendors to perform program related services. CHLIC's charge for administering these programs is the percentage (indicated below) of the "recovery" (i.e. the amount recovered) as applicable.		
1.	Pharmacy Vendor Recoveries. CHLIC performs periodic audits of contracted pharmacies in order to determine the accuracy of payments to the pharmacy(ies). CHLIC's recovery vendor collects and remits to CHLIC all overpayments to pharmacy(ies), and CHLIC remits to Employer's Bank Account the balance collected from the recovery vendor, less the recovery fee set forth herein.	**30% of recovery**
2.	Class Action Recoveries. CHLIC identifies, monitors and may (but is not required to) participate, on behalf of Employer, in class action lawsuits or similar legal proceedings against pharmaceutical manufacturers, including, without limitation, lawsuits alleging legal or equitable claims like fraud, anti-trust violations, or unfair trade practices by a manufacturer. As part of this authority, CHLIC may participate in a settlement, exclude Employer from a settlement and/or otherwise represent Employer's interests outside the settlement. CHLIC collects and retains as a recovery fee set forth herein of any recovery (net of attorneys' fees) attributable to Employer's Plan.	**35% of recovery**
3.	SaveonSP Program. A Member copay savings program available when the Employer makes plan design changes to certain, designated covered prescription drugs as non-essential health benefits and establishes Member copay amounts at amounts comparable to manufacturer-supported patient copay assistance levels. The program fee shall be measured and calculated based on the program's standard savings methodology. Payment	**25% of program savings plus any applicable tertiary cost share**

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	of program fees shall be invoiced on a monthly, incurred basis. Additional terms and conditions of the SaveonSP program are set forth in the attached SaveonSP Appendix C.	
EMBARC BENEFIT PROTECTION℠ A NETWORK SOLUTION FOR CERTAIN HIGH-COST GENE THERAPY DRUGS		
Embarc Benefit Protection	To provide financial protection from the high cost, CHLIC has contracted with an affiliate, eviCore ("eviCore" refers to eviCore healthcare MSI, LLC d/b/a/ eviCore healthcare and certain of its affiliates), to arrange for the provision of the following gene therapy drugs for Members when both drugs are covered by the Plan administered by CHLIC, and medically necessary (as determined by CHLIC) to treat the conditions indicated: i. Luxturna® to treat inherited form of progressive blindness ii. Zolgensma® to treat children under 2 years old with spinal muscular dystrophy (Luxturna is the registered trademark of Spark Therapeutics, Inc. and Zolgensma is the registered trademark of AveXis, Inc.) As a result of this network contracting arrangement, eviCore is in most cases the exclusive, in-network Participating Provider of these drugs. eviCore arranges for the provision of these drugs through its network of specialty pharmacies (including its affiliate, Accredo), and certain facilities authorized to administer the gene therapies by the drug manufacturers. eviCore will reimburse these specialty pharmacies and facilities at negotiated reimbursement rates. This network solution is called Embarc Benefit Protection. For arranging for the provision of these drugs, eviCore will be reimbursed by CHLIC on a fixed Per Member Per Month (PMPM) basis. eviCore's PMPM fee (which is subject to change) will be charged to the Bank Account one month in arrears. (e.g., eviCore's charges for January will be made in February.) These Bank Account Payments will appear in Employer's monthly reporting. Embarc Benefit Protection does not provide financial protection from the cost of administering the two drugs. These costs are small in comparison to the drug costs. When covered under the Plan and determined by CHLIC to be medically necessary for the treatment of the specified conditions, Members will not incur any out-of-pocket costs for the	**$0.99 per Member/per month.** If, across eviCore's entire Embarc Benefit Protection book of business (Cigna and non-Cigna clients), eviCore's cost for the two (2) drugs provided in a given calendar year is lower than a predetermined percentage of the PMPM charges received, eviCore will refund the difference pro rata, after having fully recovered the outstanding balance created by any prior year deficits. The refund, in any, will be determined on an eviCore Embarc benefit Protection book-of-business basis. The refund will be provided by March 31st of the following year. Assuring Transparency: After the refund is made

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	two drugs and the Plan will not be required to reimburse any expenses for the two drugs with two exceptions: Exceptions: 1. For Members born before the date that Embarc Benefit Protection is effective for the Plan and receiving Zolgensma,® the Plan's in-network reimbursement and the Member's in-network cost-sharing apply to either (as applicable): • eviCore's fee-for-service charge for Zolgensma® when provided through Accredo: Average Wholesale Price (AWP) minus 15.8% AWP (based on Medispan) = $2,550,000, or • the reimbursement rate of the participating facility or specialty pharmacy. 2. Members with an HSA must have met the applicable minimum deductible required for a high deductible health plan. **eviCore's Embarc Benefit Protection and PMPM charge do not apply to a plan that:** i. does not cover either or both drugs; ii. covers both drugs under its pharmacy benefits which are not administered by CHLIC, or iii. does not utilize a Cigna participating provider network. Upon Employer's request on or after the Effective Date, CHLIC shall provide to Employer an updated drug list, if applicable. CHLIC may revise charges/fees by giving Employer at least thirty (30) days' prior written notice.	for a particular calendar year, eviCore will, upon request, provide Embarc Benefit Protection book-of-business information for that calendar year.

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CARE MANAGEMENT/COST CONTAINMENT PROGRAM FEES		
	CHLIC arranges for third parties to provide care management services to: (i) contain the cost of specified health care services/items overall with respect to all plans insured and/or administered by CHLIC, and/or (ii) improve adherence to evidence based guidelines designed to promote patient safety and efficient patient care.	**Specific vendor fees and care management program services are available upon request.**
	In addition to such third parties, CHLIC has arranged for an affiliate, eviCore, to provide the following care management/cost-containment programs	
	• Pre-certification of coverage of radiation therapy services.	**$842.79 per episode of care (EOC)**
	• Pre-certification of coverage of diagnostic cardiology services *(If Employer has elected Basic Standard Medical Management (see Administration Charges section above) this program and charge is not applicable to that membership).*	**$0.19 PMPM**
	• Effective February 1, 2021, network management and care coordination of coverage of home health, durable medical equipment and home infusion services.	**$0.30 PMPM**
	• Pre-certification of coverage of medical oncology services.	**$816.00 per episode of care (EOC)**
	• Pre-certification of coverage of musculoskeletal therapy services *(If Employer has elected Basic Standard Medical Management (see Administration Charges section above) this program and charge is not applicable to that membership).*	**$0.37 PMPM**
	• Services related to the coverage of high tech radiology which may include pre-certification. In certain instances, the Plan will pay eviCore a fee on a per member/per month basis for pre-certification, arranging care, and other services that eviCore may render. Such reimbursement will be in addition to the amount that the Plan pays to reimburse the provider through which eviCore arranged for the provision of the service or supply, which will be based on eviCore's contracted rate with that provider. In such instances,	**Fee reimbursement method and rates may vary by market and are available upon request**

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	Plan Benefits and member cost-share will be determined based on the rate that eviCore contracted to pay the provider for the provision of the service or supply. *(If Employer has elected Basic Standard Medical Management (see Administration Charges section above) this program and a charge is not applicable to that membership).* eviCore may also charge for services related to the provision of high tech radiology as described below in "Other Vendors and Health Care Services Providers."	
	• Effective February 1, 2021, pre-certification of coverage of sleep management services *(If Employer has elected Basic Standard Medical Management (see Administration Charges section above) this program and charge is not applicable to that membership)*	**$0.10 PMPM**
	CHLIC may revise charges/fees by giving Employer at least sixty (60) days' prior written notice.	
EXTERNAL REVIEW AND CONSULTATIVE REVIEW FEES		
	When a Member elects an External Review (as that term is defined in the Patient Protection and Affordable Care Act (PPACA)) of a benefit determination by an independent third party, the cost of a specific third party review is dependent on the nature and complexity of the issue on appeal. Third party review charges will be commensurate with the level of expertise necessary and the time required to complete the review.	**$500-$1,500 Review**
STRATEGIC ALLIANCES		
	CHLIC contracts directly or indirectly with other managed care entities and third party network vendors for access to their provider networks and discounts. These third parties charge either a network access fee, which is included in CHLIC's monthly charges, or a percentage of the savings realized on a claim by claim basis as a result of the application of their discounts. Charges based on percentage of savings may be paid from the Bank Account. Additional details regarding specific charges will be provided upon request.	**All Medical Products**
OTHER VENDORS AND HEALTH CARE SERVICES PROVIDERS		
	The fixed per person per period and/or fee-for-service charges that CHLIC has directly or indirectly negotiated with Participating Providers for in-network health care services and/or supplies will be charged to the Bank Account and will be used in calculating any applicable Member cost-sharing. In addition, performance-based payments to Participating Providers	**All Products**

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will be charged to the Bank Account. Such payments will be at the payment rates then in effect, which may be amended from time to time.

For certain types of specialty care, including, but not limited to, home health care, durable medical equipment, sleep management, high tech radiology, chiropractic care, physical medicine (such as physical and occupational therapy), speech therapy, orthotics and prosthetics, implants, and hearing, in certain markets CHLIC may contract with various third parties and/or affiliated companies, including eviCore, ("Specialty Vendors") to arrange for the provision of care through their own networks of health care providers on a fee-for-service basis. In addition to arranging for care through their own networks of providers, these Specialty Vendors may also provide additional services, including utilization management services and case management services designed to (i) improve adherence to coverage guidelines; and (ii) contain overall healthcare costs to the Plan. Specialty Vendors are included within the definition of "Participating Provider" set forth in this Agreement and in any benefit booklet covering the Plan.

When care is arranged through a Specialty Vendor's network of providers, the form of reimbursement to the Specialty Vendor will be through one of the following methods:

- Fee-For-Service Payment: In certain instances, the Plan will pay the Specialty Vendor rather than the treating provider on a fee-for-service basis as a claim for Plan Benefits. The Specialty Vendors' fee-for-service charges may be higher than the amounts that the Specialty Vendor contracts to pay the provider for the provision of any particular service or supply, and some portion of the Specialty Vendor's charges may be attributable to the services that the Specialty Vendor provides in addition to those services or supplies provided by the Specialty Vendor's network of providers, including any utilization management services and case management services. In such instances, Plan Benefits and member cost-share will be determined based on the Specialty Vendor's charges according to Plan terms.
- Administration Capitation Payment: In certain instances, the Plan will pay the Specialty Vendor a fee on a per member/per month basis for arranging care and other services that the Specialty Vendor may render. Such reimbursement will be in addition to the amount that the Plan pays to reimburse the provider through which the Specialty Vendor arranged

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	for the provision of the service or supply, which will be based on the Specialty Vendor's contracted rate with that provider. In such instances, Plan Benefits and member cost-share will be determined based on the rate that the Specialty Vendor contracted to pay the provider for the provision of the service or supply. • All-Inclusive Capitation Payment: In certain instances, the Plan will pay the Specialty Vendor a fee on a per member/per month basis that covers (i) the services that the Specialty Vendor may render, including arranging care, and (ii) the fees charged by the provider through which the Specialty Vendor arranged for the provision of the service or supply. In such instances, Plan Benefits and member cost-share will be determined based on the rate that the Specialty Vendor contracted to pay the provider for the provision of the service or supply. CHLIC's arrangements with Specialty Vendors are subject to change at any time, and upon request, additional information can be provided that identifies current Specialty Vendors, their area of specialty(ies), whether they are CHLIC affiliates, and the form of payment that they currently receive.	
	Notwithstanding the terms of the Plan, CHLIC shall not administer Member cost-sharing with respect to charges made by Cricket Health, Inc. for its personalized, evidence-based approach to managing chronic kidney disease and end-stage renal disease for clinically eligible Members in CA and such cost-sharing expenses shall, instead, be reimbursed by the Plan (not applicable if Employer has opted out).	**All Products (excluding HSA Products)**
NOTICE REGARDING PAYMENTS FROM THIRD PARTIES		
	CHLIC contracts with pharmaceutical manufacturers or other third parties for Rebates, Manufacturer Administrative Fees, and other remuneration on its own behalf and for its own benefit, and not on behalf of Employer or the Plan. Accordingly, unless otherwise specified in this Schedule of Financial Charges, CHLIC retains all right, title and interest to any and all actual Rebates, Manufacturer Administrative Fees, and other remuneration received from manufacturers or other third parties; neither Employer, its Members, nor Employer's Plan retains any beneficial or proprietary interest in any such remuneration, which shall be considered part of the general assets of CHLIC. As an example of the remuneration other than Rebates or Manufacturer Administrative Fees that CHLIC may earn, CHLIC may also directly or indirectly earn from pharmaceutical manufacturers remuneration in connection	**All Pharmacy Products**

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	with value payments and/or services that CHLIC provides to Employer ("Value-Based Payments"). Notwithstanding anything in this Agreement to the contrary, any Value-Based Payments earned by CHLIC are separate and apart from any Rebates or Manufacturer Administrative Fees that CHLIC directly or indirectly earns from pharmaceutical manufacturers, and CHLIC may retain any Value-Based Payments it earns. As examples of the value payments and/or services that CHLIC may provide to Employer in connection with Value-Based Payments that CHLIC may earn, CHLIC may provide care management or related services to Employer and/or remit to Employer monetary credits if Members discontinue therapy on certain pharmaceutical products. Information regarding any services, and/or monetary credits or other financial value, for which Employer may be eligible with respect to specific pharmaceutical products or therapeutic classes/conditions, including the products for which monetary credits or other financial value may be available to Employer, the amount of that value, and other payment terms, is available upon request. Any value payments and/or services provided by CHLIC to Employer are subject to change or termination by CHLIC as the value program(s), if any, offered by CHLIC change(s) or terminate(s). Information on the projected aggregate amount of such Rebates with respect to the Plan Pharmacy Benefit will be provided upon request. This provision shall survive termination or expiration of the Agreement.	
	CHLIC may directly or indirectly receive and retain payments under contracts with pharmaceutical manufacturers or third parties with respect to Members' utilization of the manufacturer's products covered under the Employer's Plan medical benefit. These payments may include rebates, service fees (e.g. administrative fees), or other remuneration. CHLIC directly or indirectly contracts with pharmaceutical manufacturers or other third parties or any remuneration on its own behalf and for its own benefit, and not on behalf of Employer or the Plan. Accordingly, CHLIC retains all right, title and interest to any and all such remuneration received from manufacturer; neither Employer, its Members, nor Employer's Plan retains any beneficial or proprietary interest in any such remuneration, which shall be considered part of the general assets of CHLIC. This provision shall survive termination or expiration of the Agreement.	**All Medical Products**

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	From time to time, CHLIC, directly or through its affiliates, arranges with third parties (e.g., service vendors, provider network managers) to provide various services (e.g., cost-containment services or health care services) in connection with the Plan. CHLIC and its affiliates may receive payments from such third parties to help defray CHLIC's expenses associated with its implementation and/or ongoing administration of these arrangements or as a reimbursement for services or network access provided to such parties by CHLIC. CHLIC may also receive compensation from third-party vendors that Employer may retain based upon a referral from CHLIC or that Members may utilize following an introduction facilitated by CHLIC or an affiliate. CHLIC may also receive: • network administration fees from some providers participating in its provider network, • credits from banks on balances in accounts utilized to administer claims, • non-material incidental compensation/benefits from other source as a result of administering the Plan.	**All Products**
	COMPLIANCE ASSISTANCE	
	CHLIC shall provide the following services to assist Employer in meeting its compliance obligations under section 2715 of the Public Health Service Act as added by the Patient Protection and Affordable Care Act and applicable regulations with respect to the provision of the Summary of Benefits and Coverage ("**SBC**"), translation notice and glossary. Applicable to all medical plans including HRA and FSA which are considered "group health plans" subject to the SBC requirements.	
1.	Preparation of SBC, translation notice. CHLIC will not be responsible for any changes that Employer makes to the SBC.	**No charge**
2.	Provide SBC, translation notices prepared by CHLIC to Employer electronically as well as any updates or material modifications.	**No charge**
3.	Include in SBC a summary of benefits administered by carve-out vendor if Employer or carve-out vendor provides CHLIC with necessary carve-out benefit information at least twelve (12) weeks prior to the date the SBCs are to be delivered to Employer.	**$500 for each benefit option under the Plan for which carve-out vendor**

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		benefits are included in SBC
ADDITIONAL SERVICES		
Service	**Description**	**Charge**
Comprehensive Maternity Program	Cigna Healthy Pregnancies, Healthy Babies™ program is a comprehensive maternity management program. The goal of the program is to reduce the number of pre-term and underweight babies by promoting a healthy pregnancy. Expectant mothers can enroll using either the Cigna Pregnancy App (no additional cost for both Apple and Android platforms), or call to speak with a HPHB team member over the phone. The program delivers education and telephonic support to pregnant women through the post-partum period. Nurses answer medical related questions and make suggestions for behavior changes and medical interventions aimed at improving the health of the mother and baby. Program support also covers preconception and infertility. Financial incentives may be awarded to women at the completion of this self-referral program based on the trimester enrolled. Incentives Elected:	
	Option 3 (Low): $150 – 1st Trimester/$ 75 – 2nd Trimester	**For OAP Products: Included in Medical Access Fee**
Pharmacy Utilization Management Program	**Essential Package** - a utilization management program under which some pharmaceutical products are subject to one or several coverage limitations, including prior authorization, step therapy and/or quantity limits. Under a prior authorization requirement, the requested drug is generally reviewed for clinical appropriateness based on the intended use in therapy. Under a step therapy requirement, the Member generally must try one or more preferred products, or demonstrate why trying the preferred product(s) would be clinically inappropriate, in order to obtain coverage for the requested drug.	**Included in Pharmacy Administration Fee**
Clinical Program	A targeted condition medication therapy management program in which CHLIC provides support for Members using specialty medications for certain chronic conditions and that are obtained or administered at retail pharmacies or outpatient, office or home health care settings. As part of the program, Members are counseled on their condition, medication side effects, and importance of adherence. For the sake of clarity, if a specialty pharmacy affiliate of CHLIC provides therapy management for specialty medications the pharmacy	**Included at No Additional Cost**

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	dispenses to Members, then it does so in its capacity as a specialty pharmacy and not on behalf of CHLIC; CHLIC does not exert direction or control over the pharmacists at any specialty pharmacy affiliate.	
SafeGuardRx Program	A medication therapy management and cost containment program for select therapeutic conditions such as but not limited to oncology, inflammatory conditions, and multiple sclerosis and select drugs within therapeutic categories. This program seeks to help reduce drug therapy costs through its program offerings. For example, Employers may qualify for the payment of discontinuation drug therapy credits and/or the reimbursement of drug therapy through drug cost caps, on select medications and therapeutic conditions. This program may also provide for Member outreach or counseling on select medications. CHLIC reserves the right to revise, modify, or terminate this program, in whole or in part, at any time. Additional and specific program information is available upon request.	**Included at No Additional Cost**
Your Health First	A proactive health education and improvement program for Members with a chronic condition. The program involves services that span across the Member's health needs. Behavioral coaching principles and evidence based medicine guidelines are utilized to optimize self-management skills and foster sustained health improvements. The program targets a chronic population at high risk for near term and future high cost medical expenses. Members are identified as having a chronic condition through a variety of sources which may include: claims data, referrals, and self-identification. A variety of resources is provided to those with a chronic condition, including access to online tools, personalized support, and targeted materials. The program includes the following components for those with a chronic condition: • Chronic condition-specific coaching • Pre- and post-discharge calls • Lifestyle management coaching: stress, weight management and tobacco cessation • Treatment decision support and coaching In order to continuously assess the effectiveness of the program and/or test new ideas to further engage Members around their health, a small sample of Members may be placed in a	**For OAP Products: Included in Medical Access Fee**

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	comparison group which for a defined period of time receives alternative services or is suppressed from receiving proactive outreach, such as engagement letters and/or calls. This could affect a few Members targeted for outreach during this limited time period.	
Motivate*Me*® Incentives Program	The Motivate*Me* incentive program allows Employers to reward Members for taking steps to achieve health goals or make progress towards improving their health. Participating Members can earn rewards for active participation in CHLIC's health improvement programs and activities that focus on prevention, lifestyle and behavior modification and disease management. Participating Members track their incentive activity online and earn rewards as has been designated per the Employer's annual elections. Reward types include: HRA and Healthy Awards Account fund deposits, debit and/or gift cards, and Employer self-administered awards such as HSA fund deposits, healthcare premium adjustment and payroll deposit.	
	Engage Package - includes administration of Employer selected CHLIC standard Incentives Program which provides Participating Members with Employer's pre-determined rewards. Activity to trigger incentives may include, but is not limited to, participation in the following available programs: Personal Health Analysis (CHLIC's health assessment), Social Health and Wellness, Wellness Screening (biometric), Online Health Coaching, Pre-Diabetes Digital Coaching, Self-Reported Activities, Steerage (Centers of Excellence facility steerage), Health Coaching by Phone, Case Management, Preventive Care (claim verified), Employer specific programs and Achieve Health Goals (biometric outcomes).	**For OAP (Actives Only - excludes COBRA and Retirees) Products: Included in Medical Access Fee**
One Guide	The One Guide advocacy solution utilizes a multimodal approach to support Members and help them successfully navigate the health care system. Members are serviced by personal guides that include frontline service staff, as well as clinicians and non-clinician support staff from our medical, behavioral and pharmacy programs.	**For OAP Products: Included in Medical Access Fee**

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	In addition to connecting with personal guides via telephone, Members can also interact with personal guides via the click-to-chat feature on myCigna.com (web and app), enabling Members to engage with CHLIC and One Guide in the way in which they prefer. One Guide helps simplify and strengthen the connection between Members, their benefit plan, and their overall health and well-being. Through personalized and relevant messaging, One Guide proactively engages Members with clear ways to save money, stay healthy, and improve health outcomes that lead to a healthy lifestyle. One Guide offers: • education on health plan features, account balances and ways to maximize benefits and earn available incentives • guidance in finding the right doctor, lab, convenience care or pharmacy • immediate connection to health coaches and other resources The goal of One Guide is to help Members take care of what matters most- staying healthy, saving money, and improving health.	

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Exhibit A - Plan Booklet

A "Plan Booklet" that describes the Plan Benefits and Members' rights and responsibilities under the Plan will be provided by Employer to CHLIC for its use in administering the Plan including denials and appeals of denials of claims for Plan Benefits. If Employer has not provided CHLIC with a copy of its finalized Plan Booklet by the time this Agreement is effective, CHLIC will administer the Plan in accordance with the Plan Benefits described in the Plan Booklet draft provided by CHLIC to Employer and Section 2 of this Agreement. CHLIC will continue to administer the Plan in this manner until CHLIC receives the finalized Plan Booklet and follows CHLIC's preparation and review process. After that time CHLIC will administer the Plan in accordance with Plan Benefits described in the finalized Plan Booklet and Section 2 of this Agreement.

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Exhibit B – Services

BANKING AND ADMINISTRATION		
Products excluding Health Savings Account		
	Furnishing CHLIC's standard Bank Account activity data reports to Employer as and when agreed upon. CHLIC's administration of the Plan does not include performing obligations, if any, under state escheat or unclaimed property laws. It is Employer's responsibility to determine the extent to which these laws may apply to the Plan and to comply with such laws.	**All Products**
	If Employer has elected, pursuant to section 63 of the New York Health Care Reform Act of 1996 (section 2807-t of the Public Health Law) ("the Act"), to pay the assessment on covered lives set forth in section 63 and has consented to the conditions set forth in section 63, CHLIC shall file such forms and pay such surcharge and assessment on covered lives on behalf of Employer through the Bank Account to the extent set forth in section 63. Such obligation shall end immediately upon Employer's failure to provide any information required by CHLIC to fulfill this obligation, the failure to comply with any requirement imposed upon Employer pursuant to the Act or the failure of Employer to properly fund the Bank Account. In addition, where permitted and agreed to by CHLIC, CHLIC will file applicable forms and pay on behalf of Employer and/or the Plan any assessment, surcharge, tax or other similar charge which is required to be made by Employer and/or the Plan based on covered lives and/or paid claims or otherwise in accordance with and as required by other applicable state and/or federal laws and regulations and the Bank Account will be charged for any such payments made by CHLIC.	**All Medical and Pharmacy Products**
CLAIM ADMINISTRATION		
Products excluding Health Savings Account		
	Calculate benefits, check and/or electronic payments disbursed from Employer's Bank Account. Bank Account payments will appear in Employer's standard Bank Account activity data reports.	**All Products**
	CHLIC's generic claim forms are made available to Employer for individuals eligible to enroll in the Plan.	**All Products**
	CHLIC's Special Investigations Unit will investigate, pend, recommend denial of claims in whole or in part, and/or reprocess claims, as appropriate.	**All Products**
	Discuss claims, when appropriate, with providers of health services.	**All Products**

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	Perform, based on CHLIC's book of business internal audits of plan benefit payments on a random sample basis.	**All Products**
	Claim control procedures reported annually in Statement on Standards for Attestation Engagements (SSAE) No. 18 Report (or any applicable successor thereto).	**All Products**
	Respond to Insurance Department complaints.	**All Products**
	Dedicated toll-free telephone line for Member and Provider calls to CHLIC Service Centers.	**All Products**
	Member Explanation of Benefit ("**EOB**") statements including, when applicable, notice of denied claims, denial reason(s) and appeal rights.	**All Products (excluding Pharmacy)**
	Verify enrollment and eligibility using Member information submitted by Employer and/or its authorized agent.	**All Products**
Medical Only		
	CHLIC's generic enrollment form is made available to Employer for individuals eligible to enroll in the Plan.	**All Medical Products**
	CHLIC's standard ID card with toll-free telephone number are prepared and mailed directly to Members.	**All Medical Products**
	Administration of subrogation/conditional Claim Payment (terms described in Exhibit E).	**All Medical Products**
PLAN BOOKLET		
Products excluding Health Savings Account		
	Prepare and make accessible Member benefit booklet drafts to Employer.	**All Products**
UNDERWRITING SERVICES		
	5500 Schedule C reporting.	**All Products**
	5500 Schedule A or Annual Reconciliation Disclosure reporting (when applicable)	**All Products**
	CHLIC's standard Underwriting services: a) benefit design analysis b) projected cost analysis.	**All Products**
HIPAA INDIVIDUAL RIGHTS		
Products excluding Health Savings Account		
	Handling of requests from Members for access to, amendment and accounting of protected health information, and requests for restrictions and alternative communications as required under federal HIPAA law and regulations, as set out in this Agreement and its Exhibits.	**All Products**

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COST CONTAINMENT		
	Maximum reimbursable charge determinations of non-Participating Provider charges for covered services.	**All Medical Products (with out-of-network benefits)**
	CHLIC's standard cost containment controls: Application of non-duplication and coordination of benefits rules and coordination with Medicare.	**All Medical Products**
	Delivery of information, as necessary, regarding standard application of non-duplication or coordination of benefits.	**All Medical Products**
	Review of medical bills in accordance with CHLIC's then current Medical Bill Review program.	**All Medical Products**
	Network Savings Program, a national vendor network that provides discounted rates when a Member accesses care through a Network Savings Program contracted provider.	**All Medical Products**
	Annual reporting of CHLIC's standard cost containment results upon Employer's request.	**All Medical Products**
	Pharmacy Vendor Recoveries.	**All Pharmacy Products**
CUSTOMER REPORTING		
	Summary reports of medical and pharmacy cost and utilization experience (where applicable), upon completion of internal report generation, are available through Cigna's web site, CignaAccess.com.	**All Medical and Pharmacy Products**
	CHLIC's standard pharmacy utilization reports.	**Pharmacy Product Only**
	Claim Reporting: CHLIC will provide standard banking and financial report information based upon paid claim data. CHLIC will not provide information on incurred-but-not reported claims, projected claims, pre-certifications of coverage, case management information or information on a Member's prognosis or course of treatment.	**All Medical and Pharmacy Products**
	Stop Loss Reporting is an optional service provided at an additional fee to Employers who have stop loss through another entity other than CHLIC. CHLIC will provide its standard reporting only after the stop loss carrier and Employer have executed CHLIC's standard Hold Harmless/Confidentiality Agreement.	**All Medical Products**
MEMBER EXTERNAL REVIEW PROGRAM		
	CHLIC contracts with a minimum of three (3) independent review organizations that meet the Patient Protection and Affordable Care Act (PPACA) external review requirements. Members may appeal eligible claims requiring medical judgment to an external independent review organization which is selected by CHLIC on a random basis. If Employer has chosen not to	**All Medical Products**

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	participate in this program, the Employer may be responsible for making other arrangements to meet the Patient Protection and Affordable Care Act (PPACA) external review requirements.	
	MEDICAL MANAGEMENT SERVICES	
	CHLIC provides integrated medical management that includes (depending upon the terms of the Plan) the following core services.	
	Pre-Admission Certification and Continued Stay Review (PAC/CSR) services to certify coverage of acute and sub-acute inpatient admissions/stays or provides guidance to appropriate alternative settings. Administered in accordance with CHLIC's then applicable medical management and claims administration policies, practices and procedures.	**All Medical Products**
	Case Management, a service designed to provide assistance to a Member who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support.	**All Medical Products**
	Assist providers with resources and tools to enable them to develop long term treatment plans in the management of chronic or catastrophic cases.	**All Medical Products**
	The Cigna HealthCare Healthy Babies Program is an educational program which provides Participants with prenatal care education and resources to help them better manage their pregnancy. Other benefits of this program include the Health Information Line, high maternity and pregnancy information on myCigna.com.	**All Medical Products**
	HealthCare Cost and Quality tools available on myCigna.com and myCigna mobile app.	**All Medical Products**
	A panel of physicians and other clinicians to assess the safety and effectiveness of new and emerging medical technologies. The panel meets monthly to review and update coverage policies.	**All Medical Products**
	The Health Information Line is a service that provides twenty-four (24) hour toll free access to nurses, who provide answers to healthcare questions, recommend appropriate settings for care and assist Participants in locating physicians. It also includes access to an extensive audio library, available on myCigna.com, on a wide range of medical topics.	**All Medical Products**
	Cigna LifeSOURCE Transplant Network® contracts with more than one hundred sixty-five (165) independent transplant facilities which includes over seven hundred fifty (750) transplant programs and provides access to solid organ and bone marrow/stem cell transplantation while improving cost containment and reducing financial risk.	**All Medical Products**
	A health education program that delivers mailings to Members with certain conditions.	**All Medical Products**

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	Behavioral health services are provided/arranged by Cigna Behavioral Health (CBH), CBH provides utilization review and case management for both inpatient and outpatient, in-network behavioral health services.	**OAP Products:** **(All Members)**
	Implement clinical quality measurements, track and validate performance and initiate continuous quality improvement.	**All Medical Products**
	Transition of care services to allow Members with defined conditions to continue treatment with non-Participating Providers after enrollment for continued uninterrupted care for a limited time.	**All Medical Products Except Comprehensive and Indemnity**
	Focused utilization management of outpatient procedures and identification of appropriate alternatives. Administered in accordance with CHLIC's then applicable medical management and claims administration policies, practices and procedures.	**All Medical Products with Care Management Preferred**
NETWORK MANAGEMENT SERVICES		
	CHLIC, and/or its affiliates or contracted vendors shall:	
	Provide or arrange access to the applicable network of Participating Providers to furnish health care services/products to Members at negotiated rates and methods of reimbursement (e.g. fee-for service, fixed per person per period, per diem charges, incentive bonuses, case rates, withholds etc.). The amount and type of negotiated reimbursement may vary depending upon the type of plan. For example, a hospital may accept less for patients enrolled in certain types of plans than others. In addition, CHLIC may contract with Participating Providers and other parties (for example Independent Practice Associations) for performance-based incentive payments to promote quality of care, patient safety and cost efficiency.	**All Medical and Pharmacy Products**
	Credential and re-credential Participating Providers in accordance with CHLIC's credentialing requirements and ensure that third-party network vendors credential/re-credential Participating Providers in accordance with CHLIC's requirements;	**All Medical and Pharmacy Products**
	Monitor Participating Provider compliance with protocols and procedures for quality, Member satisfaction, and grievance resolution;	**All Medical and Pharmacy Products**
	Facilitate the identification of Participating Providers by Members; and	**All Medical and Pharmacy Products**
	Dedicated toll-free telephone line for Member and Provider calls to CHLIC Service Centers.	**All Medical and Pharmacy Products**

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	Access to online and/or on demand medical and health-related consultations via secure telecommunications technologies, telephones and internet are permitted and may include MDLive, a CHLIC affiliate (see details on myCigna.com).	**All Medical Products**
	BEHAVIORAL HEALTH	
	CHLIC has contracted with an affiliate, Cigna Behavioral Health ("CBH"), to provide or arrange for the provision of managed in-network behavioral health services, CBH is a Participating Provider, and is reimbursed primarily on a monthly fixed fee basis. This fixed fee for CBH services will be paid as claims and will appear in Employer's monthly reporting and on financial documents. Such payments will be at the relevant monthly rates then in effect. The monthly rates paid to CBH vary depending on geographic location of Members and on benefit design, and may be subject to change. The rates will be made available upon request. The fixed fee also includes lifestyle management programs, a cognitive behavioral modification program, a Complex Psychiatric Case Management program, and a Narcotics Therapy Management program. Behavioral claims from a client specific network are not included in the behavioral monthly fixed fee and will be paid from the Bank Account. In some states, payment for behavioral health services must be paid on a fee-for-service basis. In these states, fee-for-service payments for behavioral health services and the CBH administrative fee (including the lifestyle management programs, a cognitive behavioral modification program a Complex Psychiatric Case Management program and a Narcotics Therapy Management program) will be paid from the Bank Account as claims and will appear in Employer's monthly reporting.	**These services are included in the following products:** **OAP Products**
	CIGNA STAFF MODEL HEALTHPLAN SERVICES	
	The Cigna HealthCare of Arizona, Inc. staff model ("**Cigna Medical Group**" or "**CMG**") is a multispecialty participating provider group located in metropolitan Phoenix, Arizona. CMG's integrated care delivery model and population health management team work together to facilitate the way in which patients and doctors communicate and interact in order to increase patient satisfaction and improve health outcomes. Plan Participants may at some time receive treatment from a CMG facility or provider even if they do not reside in Arizona (as when traveling). Plan Participants utilizing Cigna participating provider networks in Arizona may access certain specialty and/or ancillary services (such as imaging and urgent care services) through the CMG system.	**All Medical Products**

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	For covered services provided to Participants, CMG is paid at the rates in effect at the time of service (as may be revised from time to time). Representative rates for routinely performed services are attached to the Schedule of Financial Charges herein. A complete copy of the rates is available on request under a mutually agreed nondisclosure agreement ("**NDA**"). If the Plan requires or allows Participants to select a primary care provider ("**PCP**"), Phoenix area Participants who do not select a PCP during open enrollment may be assigned to or otherwise encouraged to consider a CMG PCP. CMG has established collaborative referral relationships with specialty and ancillary providers in Cigna's participating provider networks, which includes affiliated entities. CMG may also receive applicable performance-based incentive payments for its participation in programs designed to improve quality, patient safety and affordability. The incentive payments that CMG may receive will be determined using the same performance measures and reward formula as used in determining the incentive payments made to similarly situated non-Cigna affiliated provider entities. The amount of the incentive payments made to CMG and attributable to the plan will be provided upon request.	

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CIGNA HEALTHCARE OF ARIZONA - CIGNA MEDICAL GROUP (CMG) REPRESENTATIVE RATES FOR ROUTINELY PERFORMED MEDICAL SERVICES

EFFECTIVE JANUARY 1, 2020
(Applicable to Open Access Plus Products)

Department	CPT Code*	Description	Rate
All Departments	99213	OFFICE VISIT,EST EXP PROB FOC	$73.81
Adult Medicine	99396	WELL EXAM, EST, 40-64 YEARS	$126.72
Pediatrics	99392	WELL EXAM, EST, 1-4 YEARS	$106.46
Ophthalmology	66984	REMOVE CATARACT, INSERT LENS-Professional Fee only, at a facility	$641.43
Podiatry	11721	DEBRIDEMENT NAIL SIX OR MORE	$45.51
Radiology	71046	CHEST X-RAY, PA & LAT	$31.28
Radiology	77067 & 77063	SCREENING MAMMOGRAPHY DIGITAL	$189.64
General Surgery	47562	LAPAROSCOPY;CHOLECYSTECTOMY-Professional Fee only, at a facility	$666.13
Optometry	92014	EYE EXAM & TREATMENT	$126.12
ASC (Ambulatory surgical center) / Endoscopy Suite	Grouper 2		$469.00
ASC Endoscopy Suite	Grouper 8		$1,104.00

** Medicare does not assign (or may not yet have assigned) relative value units (RVUs) for certain service codes. Codes not valued by Medicare are referred to as "gap codes." For example, Medicare does not assign values for wellness service codes (99381-99397). CMG refers to The Essential RBRVS (Annual) guide to obtain relative values for such gap codes for billing purposes. Typically, Cigna pays CMG for gap codes not valued by Medicare either at the discounted fee schedule referenced above or, for new codes not yet valued by Medicare, at the same rate it pays its other participating providers.*

The Urgent Care case rate excluding radiology and laboratory services is $135.

CMG pharmacy rates:

Brand Name: 30-day supply: AWP – 10.56% + $2.75 dispensing fee

90-day supply: AWP – 17.91% + $1.50 dispensing fee

Generic*: 30-day supply: AWP – 35% + $2.75 dispensing fee

90-day supply: AWP - 21% + $1.50 dispensing fee

** If MAC pricing is available for generic medication, rate is MAC + dispensing fee*

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Exhibit C – Claim Audit Agreement (Sample)

A. WHEREAS, Cigna Health and Life Insurance Company ("CHLIC") desires to cooperate with requests by_____(" Employer") to permit an audit for the purposes set forth below and subject to Section 6 of the Administrative Services Only Agreement between CHLIC and Employer;

B. WHEREAS, _____("Auditor") has been retained by Employer for the purpose of performing an audit ("Audit") of claims administered by CHLIC;

C. WHEREAS, the Auditor and the Employer recognize CHLIC's legitimate interests in maintaining the confidentiality of its claim information, protecting its business reputation, avoiding unnecessary disruption of its claim administration, and protecting itself from legal liability; and

NOW THEREFORE, IN CONSIDERATION of the premises and the mutual promises contained herein, CHLIC, the Employer and the Auditor hereby agree as follows:

1. Audit Specifications

The Auditor will specify to CHLIC in writing at least forty-five (45) days prior to the commencement of the Audit the following "Audit Specifications":

a. the name, title and professional qualifications of individual Auditors;

b. the Audit objectives;

c. the scope of the Audit (time period, lines of coverage and number of claims);

d. the process by which claims will be selected for audit;

e. the records/information required by the Auditor for purposes of the Audit; and

f. the length of time contemplated as necessary to complete the Audit.

2. Review of Specifications

CHLIC will have the right to review the Audit Specifications and to require any changes in, or conditions on, the Audit Specifications which are necessary to protect CHLIC's legal and business interests identified in paragraph C above.

3. Access to Information

CHLIC will make the records/information called for in the Audit Specifications available to the Auditor at a mutually acceptable time and place.

4. Audit Report

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The Auditor will provide CHLIC with a true copy of the Audit's findings, as well as the Audit Report, if any, that is submitted to the Employer. Such copies will be provided to CHLIC at the same time that the Audit findings and the Audit Report are submitted to the Employer.

5. Comment on Audit Report

CHLIC reserves the right to provide the Auditor and the Employer with its comments on the findings and, if applicable, the Audit Report.

6. Confidentiality

The Auditor understands that CHLIC is permitting the Auditor to review the claim records/information solely for purposes of the Audit. Accordingly, the Auditor will ensure that all information pertaining to individual claimants will be kept confidential in accordance with all applicable laws and/or regulations. Without limiting the generality of the foregoing, the Auditor specifically agrees to adhere to the following conditions:

a. The Auditor shall not make photocopies or remove any of the claim records/information without the express written consent of CHLIC;

b. The Auditor agrees that its Audit Report or any other summary prepared in connection with the Audit shall contain no individually identifiable information.

7. Restricted Use of the Audit Information

With respect to persons other than the Employer, the Auditor will hold and treat information obtained from CHLIC during the Audit with the same degree and standard of confidentiality owed by the Auditor to its clients in accordance with all applicable legal and professional standards. The Auditor shall not, without the express written consent of CHLIC executed by an officer of CHLIC, disclose in any manner whatsoever, the results, conclusions, reports or information of whatever nature which it acquires or prepares in connection with the Audit to any party other than the Employer except as required by applicable law. The Employer and Auditor agree to indemnify and to hold harmless CHLIC for any and all claims, costs, expenses and damages which may result from any breaches of the Auditor's obligations under paragraphs 6 and 7 of this Agreement or from CHLIC's provision of information to the Auditor. The Employer authorizes CHLIC to provide to the designated Auditor the necessary information to perform the audit in a manner consistent with all Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Privacy Standards and in compliance with the signed Business Associate Agreement ("BAA").

8. Termination

CHLIC may terminate this Agreement with prior written notice. The obligations set forth in Sections 4 through 7 shall survive termination of this Agreement.

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Cigna Health and Life Insurance Company

By: TO BE SIGNED AT TIME OF AUDIT

Duly Authorized

Print Name:_____

Title:_____

Date:_____

Employer:_____

By: TO BE SIGNED AT TIME OF AUDIT

Duly Authorized

Print Name:_____

Title:_____

Date:_____

Auditor:_____

By: TO BE SIGNED AT TIME OF AUDIT

Duly Authorized

Print Name:_____

Title:_____

Date:_____

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Exhibit C2 – Pharmacy Financial Guarantee Audit Agreement (Sample)

A. WHEREAS, Cigna Health and Life Insurance Company ("CHLIC") desires to cooperate with requests by_____(" Employer") to permit a financial guarantee reconciliation audit for the purposes set forth below;

B. WHEREAS, _____("Auditor") has been retained by Employer for the purpose of performing an audit ("Audit") of claims administered by CHLIC;

C. WHEREAS, the Auditor and the Employer recognize CHLIC's legitimate interests in maintaining the confidentiality of its claim information, protecting its business reputation, avoiding unnecessary disruption of its claim administration, and protecting itself from legal liability;

NOW THEREFORE, IN CONSIDERATION of the premises and the mutual promises contained herein, CHLIC, the Employer and the Auditor hereby agree as follows:

1. Audit Specifications

The Auditor will specify to CHLIC in writing at least forty-five (45) days prior to the commencement of the Audit the following "Audit Specifications":

a. the name, title and professional qualifications of individual Auditors;

b. the Audit's targeted objectives (which must be consistent with the overall objective to determine whether CHLIC has met its contractual obligations related to claims' payment);

c. the date-of-service range for claims subject to the Audit;

d. the data elements required to be audited for purposes of the Audit objective; and

e. the records/information required by the Auditor for purposes of the Audit; and

f. the length of time contemplated as necessary to complete the Audit.

2. Review of Specifications

CHLIC will have the right to review the Audit Specifications and make modifications to them as reasonably necessary to protect CHLIC's legal and business interests in maintaining the confidentiality of claim information, protecting its business reputation, avoiding unnecessary disruption, and protecting itself from legal liability.

3. Audit Report

The Auditor will provide CHLIC with a true copy of the Audit's findings, as well as the Audit Report, if any, that is submitted to the Employer. Such copies will be provided to CHLIC at the same time that the Audit findings and the Audit Report are submitted to the Employer.

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4. Comment on Audit Report

CHLIC reserves the right to provide the Auditor and the Employer with its comments on the Audit findings and, if applicable, the Audit Report.

5. Confidentiality of Individually Identifiable Information.

The Auditor will ensure that all information pertaining to individual claimants will be kept confidential in accordance with all applicable laws and/or regulations. Without limiting the generality of the foregoing, the Auditor will not:

a. make photocopies or remove any of the audited information without the express written consent of CHLIC; or

b. include any individually identifiable information in its Audit Report or any other summary prepared in connection with the Audit.

6. Confidentiality and Restricted Use of the Audit Information

With respect to persons other than the Employer, the Auditor will hold and treat information obtained from CHLIC during the Audit with the same degree and standard of confidentiality owed by the Auditor to its clients in accordance with all applicable legal and professional standards. The Auditor shall not, without the express written consent of CHLIC executed by an officer of CHLIC, disclose in any manner whatsoever, the results, conclusions, reports or information of whatever nature which it acquires or prepares in connection with the Audit to any party other than the Employer except as required by applicable law. The Auditor shall not use such results, conclusions, reports or information of whatever nature which it acquires or prepares for any purpose other than to develop and report to Employer its Audit findings and Audit Report.

7. Indemnification and Hold Harmless

The Employer and Auditor agree to indemnify and to hold harmless CHLIC for any and all claims, costs, expenses and damages which may result from any breaches of the Auditor's obligations under paragraphs 5 and 6 of this Agreement or from CHLIC's provision of information to the Auditor. The Employer authorizes CHLIC to provide to the designated Auditor the necessary information to perform the audit in a manner consistent with all Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Privacy Standards and in compliance with the signed Business Associate Agreement ("BAA").

8. Termination

CHLIC may terminate this Agreement with prior written notice. The obligations set forth in Sections 5 through 7 shall survive termination of this Agreement.

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Cigna Health and Life Insurance Company

By: TO BE SIGNED AT TIME OF AUDIT

Duly Authorized

Print Name:_____

Title:_____

Date:_____

Employer:_____

By: TO BE SIGNED AT TIME OF AUDIT

Duly Authorized

Print Name:_____

Title:_____

Date:_____

Auditor:

By: TO BE SIGNED AT TIME OF AUDIT

Duly Authorized

Print Name:_____

Title:_____

Date:_____

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Exhibit D - Privacy Addendum

("Business Associate Agreement")

I. GENERAL PROVISIONS

Section 1. Effect. As of the Effective Date, the terms and provisions of this Addendum are incorporated in and shall supersede any conflicting or inconsistent terms and provisions of (as applicable) the Administrative Services Only Agreement and/or Flexible Spending Account or Reimbursement Accounts Administrative Services Agreement to which this Addendum is attached, including all exhibits or other attachments to, and all documents incorporated by reference in, any such applicable agreements (individually and collectively any such applicable agreements are referred to as the "**Agreement**"). This Addendum sets out terms and provisions relating to the use and disclosure of Protected Health Information ("**PHI**") without written authorization from the Individual. To the extent there is a conflict between the Agreement and this Addendum, this Addendum shall control.

Section 2. Amendment to Comply with Law. CHLIC, on behalf of itself and its affiliates and subsidiaries that perform services for Employer under this Agreement or other agreements (collectively referred to as "**CHLIC**"), Employer (also referred to as "**Plan Sponsor**"), and the group health plan that is the subject of the Agreement (also referred to as the "**Plan**") agree to amend this Addendum to the extent necessary to allow either the Plan or CHLIC to comply with applicable laws and regulations including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160 to 164) ("**HIPAA Privacy and Security Rules**").

Section 3. Relationship of Parties. The parties intend that CHLIC is an independent contractor and not an agent of the Plan or the Plan Sponsor.

II. PERMITTED USES AND DISCLOSURES BY CHLIC

Section 1. Uses and Disclosures Generally. Except as otherwise provided in this Addendum, CHLIC may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Plan as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Privacy & Security Rules if done by the Plan. CHLIC shall not further use or disclose PHI other than as permitted or required by this Addendum, or as required by law.

Section 2. To Carry Out Plan Obligations. To the extent CHLIC is to carry out one or more of the Plan's obligations under Subpart E of 45 C.F.R. Part 164, CHLIC agrees to comply with the requirements of Subpart E that apply to the Plan in the performance of such obligations.

Section 3. Management and Administration.

(A) CHLIC may use PHI for the proper management and administration of CHLIC or to carry out the legal responsibilities of CHLIC.

(B) CHLIC may disclose PHI for the proper management and administration of CHLIC, provided that disclosures are: (a) required by law; or (b) CHLIC obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further

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disclosed only as required by law or for the purpose for which it is disclosed to the person, and the person notifies CHLIC of any instances of which it is aware in which the confidentiality of the information has been breached.

(C) CHLIC may use or disclose PHI to provide Data Aggregation services relating to the Health Care Operations of the Plan, or to de-identify PHI. Once information is de-identified, this Addendum shall not apply.

Section 4. Required or Permitted By Law. CHLIC may use or disclose PHI as required by law or permitted by 45 C.F.R. §164.512.

III. OTHER OBLIGATIONS AND ACTIVITIES OF CHLIC

Section 1. Receiving Remuneration in Exchange for PHI Prohibited. CHLIC shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual, unless an authorization is obtained from the Individual, in accordance with 45 C.F.R. §164.508, that specifies whether PHI can be exchanged for remuneration by the entity receiving PHI of that individual, unless otherwise permitted under the HIPAA Privacy Rule.

Section 2. Limited Data Set or Minimum Necessary Standard and Determination. CHLIC shall, to the extent practicable, limit its use, disclosure or request of Individuals' PHI to the minimum necessary amount of Individuals' PHI to accomplish the intended purpose of such use, disclosure or request and to perform its obligations under the underlying Agreement and this Addendum. CHLIC shall determine what constitutes the minimum necessary to accomplish the intended purpose of such disclosure.

Section 3. Security Standards. CHLIC shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic PHI to prevent use or disclosure of PHI other than as provided for by the Agreement.

Section 4. Protection of Electronic PHI. With respect to Electronic PHI, CHLIC shall:

(A) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that CHLIC creates, receives, maintains or transmits on behalf of the Plan as required by the Security Standards;

(B) Ensure that any agent or subcontractor to whom CHLIC provides Electronic PHI agrees to implement reasonable and appropriate safeguards to protect such information; and,

(C) Promptly report to the Plan any Security Incident with respect to Electronic PHI of which it becomes aware and which has compromised the protections set forth in the HIPAA Security Rule. In the event of a Security Incident, CHLIC shall report to the Plan in writing (i) any actual, successful Security Incident within ten (10) business days of the date on which CHLIC first becomes aware of such actual, successful Security Incident and (ii) to the extent commercially reasonable, the Plan may request CHLIC to report in writing attempted but unsuccessful Security Incidents involving PHI of which CHLIC becomes aware, provided however that such reports are not required for trivial and routine incidents such as port scans, attempts to log-in with an

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invalid password or user name, denial of service attacks that do not result in a server being taken off-line, malware and pings or other similar types of events.

Section 5. Reporting of Violations. CHLIC shall report to the Plan any use or disclosure of PHI not provided for by this Addendum of which it becomes aware. CHLIC agrees to mitigate, to the extent practicable, any harmful effect from a use or disclosure of PHI in violation of this Addendum of which it is aware.

Section 6. Security Breach Notification. CHLIC will notify the Plan of a Breach (including privacy related incidents that might, upon further investigation, be deemed to be a Breach) without unreasonable delay and, in any event, within ten (10) business days after CHLIC's discovery of same. This notification will include, to the extent known:

i. the names of the individuals whose PHI was involved in the Breach;

ii. the circumstances surrounding the Breach;

iii. the date of the Breach and the date of its discovery;

iv. the information Breached;

v. any steps the impacted individuals should take to protect themselves;

vi. the steps CHLIC is taking to investigate the Breach, mitigate losses, and protect against future Breaches; and,

vii. a contact person who can provide additional information about the Breach.

For purposes of discovery and reporting of Breaches, CHLIC is not the agent of the Plan or the Employer (as "agent" is defined under common law). CHLIC will investigate Breaches, assess their impact under applicable state and federal law, and make a recommendation to the Plan as to whether notification is required pursuant to 45 C.F.R. §§164.404-408 and/or applicable state breach notification laws. With the Plan's prior approval, CHLIC will issue notices to such individuals, state and federal agencies – including the Department of Health and Human Services, and/or the media – as the Plan is required to notify pursuant to, and in accordance with the requirements of applicable law (including 45 C.F.R. §§164.404-408). In the event of a Breach affecting multiple CHLIC clients where CHLIC believes notification to affected individuals is required in accordance with applicable law, CHLIC reserves the right to issue notifications to the affected individuals without Plan approval.

CHLIC will pay the costs of issuing notices required by law and other remediation and mitigation which, in CHLIC's discretion, are appropriate and necessary to address the Breach. CHLIC will not be required to issue notifications that are not mandated by applicable law. CHLIC shall provide the Plan with information necessary for the Plan to fulfill its obligation to report Breaches affecting fewer than 500 Individuals to the Secretary as required by 45 C.F.R. §164.408(c).

Section 7. Disclosures to and Agreements with Third Parties. CHLIC agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of CHLIC agree to the same restrictions, conditions and requirements that apply to CHLIC with respect to such information.

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Section 8. Access to PHI. CHLIC shall provide an Individual with access to such Individual's PHI contained in a Designated Record Set in response to such Individual's request in the time and manner required in 45 C.F.R. §164.524.

Section 9. Availability of PHI for Amendment. CHLIC shall respond to a request by an Individual for amendment to such Individual's PHI contained in a Designated Record Set in the time and manner required in 45 C.F.R. §164.526.

Section 10. Right to Confidential Communications and to Request Restriction of Disclosures of PHI. CHLIC shall respond to a request by an Individual for confidential communications or to restrict the uses and disclosures of PHI contained in such Individual's Designated Record Set in the time and manner required by 45 C.F.R. §164.522. CHLIC shall not be obligated to agree to, or implement, any restriction, if such restriction would hinder Health Care Operations or the provision of the functions, activities or services, unless such restriction would otherwise be required by 45 C.F.R. § 164.522(a).

Section 11. Accounting of PHI Disclosures. CHLIC shall provide an accounting of disclosures of PHI to an Individual who requests such accounting in the time and manner required in 45 C.F.R. §164.528.

Section 12. Availability of Books and Records. CHLIC hereby agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by CHLIC on behalf of the Plan, available to the Secretary for purposes of determining the Plan's compliance with the Privacy Rule.

Section 13. Standard Transactions. CHLIC certifies that it conducts any applicable transactions that are subject to the HIPAA standard transaction rules (45 C.F.R. Parts 160-164) as required under such rules.

IV. TERMINATION OF AGREEMENT WITH CHLIC

Section 1. Termination Upon Breach of Provisions Applicable to PHI. Any other provision of the Agreement notwithstanding, the Agreement may be terminated by the Plan upon prior written notice to CHLIC in the event that CHLIC materially breaches any obligation of this Addendum and fails to cure the breach within such reasonable time as the Plan may provide for in such notice.

If CHLIC knows of a pattern of activity or practice of the Plan that constitutes a material breach or violation of the Plan's duties and obligations under this Addendum, CHLIC shall provide a reasonable period of time, as agreed upon by the parties, for the Plan to cure the material breach or violation. Provided, however, that, if the Plan does not cure the material breach or violation within such agreed upon time period, CHLIC may terminate the Agreement at the end of such period.

Section 2. Use and Disclosure of PHI upon Termination. The parties hereto agree that it is not feasible for CHLIC to return or destroy PHI at termination of the Agreement; therefore, the protections of this Addendum for PHI shall survive termination of the Agreement, and CHLIC shall limit any further uses and disclosures of such PHI to the purpose or purposes which make the return or destruction of such PHI infeasible.

V. OBLIGATIONS OF THE PLAN AND PLAN SPONSOR

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Section 1. Disclosures Generally. Except as otherwise provided for in this Addendum, the Plan will not request that CHLIC use or disclose PHI in any manner that would not be permissible under HIPAA.

Section 2. Disclosures to the Plan or Third Parties. To the extent the Plan requests that CHLIC disclose PHI either to the Plan or to a third party business associate acting for the Plan, the Plan represents and warrants that:

(A) It only will request PHI for the purposes of Treatment, Payment, or Health Care Operations, or another permitted purpose under the HIPAA Privacy Rule;

(B) The information requested is the minimum necessary to achieve the purpose of the disclosure; and

(C) If the PHI is to be disclosed to a third party, the Plan has a business associate agreement in place with the third party.

Section 3. Disclosure to Plan Sponsor. To the extent the Plan requests that CHLIC disclose PHI to the Plan Sponsor, the Plan and Plan Sponsor each represent and warrant that:

(A) The information only will be used for one of the following purposes:

i. Plan Administration functions, as defined by the HIPAA Privacy Rule, and that the Plan Sponsor has executed the required plan amendment and certification allowing the disclosure, as set out in the HIPAA Privacy Rule;

ii. Enrollment functions, provided the information to be disclosed is limited to enrollment and disenrollment information; or

iii. To amend, modify, or terminate the Plan, or to obtain premium bids to provide health insurance coverage under the Plan, provided the information to be disclosed is limited to Summary Health Information, as defined in the HIPAA Privacy Rule; and

(B) The information requested is the minimum necessary to achieve the purpose of the disclosure.

VI. DEFINITIONS FOR USE IN THIS ADDENDUM

Definitions. Certain capitalized terms used in this Addendum shall have the meanings ascribed to them by HIPAA including their respective implementing regulations and guidance. If the meaning of any term defined herein is changed by regulatory or legislative amendment, then this Addendum will be modified automatically to correspond to the amended definition. All capitalized terms used herein that are not otherwise defined have the meanings described in HIPAA. A reference in this Addendum to a section in the HIPAA Privacy Rule, or HIPAA Security Rule means the section then in effect, as amended.

"Breach" means the unauthorized acquisition, access, use or disclosure of Unsecured Protected Health Information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. A Breach does not include any unintentional acquisition, access or use of PHI

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by an employee or individual acting under the authority of CHLIC if such acquisition, access or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual with CHLIC; any inadvertent disclosure from an individual who is otherwise authorized to access PHI at a facility operated by CHLIC to another similarly situated individual at the same facility; and such information is not further acquired, accessed, used or disclosed without authorization by any person.

"Business Associate" means CHLIC.

"Covered Entity" means the Plan.

"Designated Record Set" shall have the same meaning as the term "designated record set" as set forth in the Privacy Rule, limited to the enrollment, payment, claims adjudication and case or medical management record systems maintained by CHLIC for the Plan, or used, in whole or in part, by CHLIC or the Plan to make decisions about Individuals.

"Effective Date" shall mean the earliest date by which CHLIC and the Plan must enter into a business associate agreement under 45 C.F.R. Part 164.

"Electronic Protected Health Information" shall mean PHI that is transmitted by, or maintained in, electronic media as that term is defined in 45 C.F.R. §160.103.

"Limited Data Set" shall have the same meaning as the term "limited data set" as set forth in 45 C.F.R. §164.514(e)(2).

"Protected Health Information" or **"PHI"** shall have the same meaning as set forth at 45 C.F.R. §160.103.

"Secretary" shall mean the Secretary of the United States Department of Health and Human Services.

"Security Incident" shall have the same meaning as the term "security incident" as set forth in 45 C.F.R. §164.304.

"Unsecured Protected Health Information" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under Section 13402(h)(2) of the American Recovery and Reinvestment Act of 2009.

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Exhibit E – Conditional Claim/Subrogation Recovery Services

I. **Plans Without CHLIC Stop Loss Coverage**

If Employer has not purchased individual or aggregate stop loss coverage from CHLIC or an affiliated Cigna company with respect to its self-funded employee welfare benefit plan:

A. All conditional claim payment and/or subrogation recoveries under the Plan will be handled by the entity checked below;

___ Employer

___ An independent recovery vendor whose name and address follow:
Name:
Address:

___ CHLIC and its subcontractor(s)

B. If Employer has designated CHLIC and its subcontractors to act as its recovery agent in paragraph I.A. above, then:

i. Employer hereby confers upon CHLIC and its subcontractors' discretionary authority to reduce recovery amounts by as much as fifty percent (50%) of the total amount of benefits paid on Employer's behalf, and to enter into binding settlement agreements for such amounts.

ii. In the event a settlement offer represents a reduction greater than the percentage identified above, CHLIC and its subcontractors should seek settlement advice from:

Name:
Title:
Address:
Telephone:

iii. All amounts reimbursed to Employer's Bank Account shall be refunded at the gross amount. CHLIC's and it subcontractors' subrogation administration fee on cases where CHLIC and its subcontractors' have retained counsel and in cases where no counsel has been retained by CHLIC and its subcontractors are both reflected in the Schedule of Financial Charges.

C. Except where agreed to by CHLIC and Employer, CHLIC and its subcontractors shall have no duty or obligation to represent Employer in any litigation or court proceeding involving any matter which is the subject of this Agreement, but shall make available to Employer and/or Employer's counsel such information relevant to such action or proceeding as CHLIC and its subcontractors may have as a result of its handling of any matter under this Agreement.

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D. In the event Employer purchases individual or aggregate stop loss coverage from CHLIC or an affiliate with respect to its self-funded employee welfare benefit plan at any time during the life of this Agreement, the provisions of paragraph II., below, shall control.

II. Plans with CHLIC Stop Loss Coverage

If Employer has purchased individual or aggregate stop loss coverage from CHLIC or an affiliate with respect to its self-funded employee welfare benefit plan:

A. CHLIC and its subcontractors shall have the right and responsibility to manage all conditional claim payment and/or subrogation recoveries under the Plan. CHLIC and its subcontractors shall reimburse to the Plan the recovery minus relevant individual and aggregate stop loss payments made by CHLIC.

B. All amounts reimbursed to Employer's Bank Account shall be refunded at the gross amount. CHLIC's and its subcontractors' subrogation administration fee on cases where CHLIC and its subcontractors' have retained counsel and in cases where no counsel has been retained by CHLIC and its subcontractors, are both reflected in the Schedule of Financial Charges.

C. CHLIC and its subcontractors shall have no duty or obligation to represent Employer in any litigation or court proceeding involving any matter which is the subject of this Agreement but shall make available to Employer and/or Employer's counsel such information relevant to such action or proceeding as CHLIC and its subcontractors may have as a result of its handling of any matter under this Agreement. Notwithstanding the foregoing, CHLIC and its subcontractors reserve to itself the right to retain counsel to represent CHLIC's own interests in any subrogation and/or conditional claim recovery action under the Plan.

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Appendix A – Pharmacy Benefit Management Services

PHARMACY BENEFIT MANAGEMENT - DEFINITIONS

Definitions

Any capitalized term not defined below shall have the meaning given to such term in the Agreement. Any capitalized term utilized in the Schedule of Financial Charges or Exhibit B shall have the meaning given to such term in the Agreement, including the meanings set forth below.

- "Actuarially Estimated" shall mean that the discount(s) listed in the Schedule of Financial Charges are estimated, but not guaranteed, to result in a particular average discount for Covered Drugs administered by CHLIC under this Agreement. Actuarially estimated discounts are calculated based on evaluation of an expected distribution of drug utilization across CHLIC's aggregate group client book of business. As measured in the aggregate for Employer's Pharmacy Benefit, Employer's average discount results may vary based on the Plan-specific factors such as drug mix utilization.

- "Authorized Generic" shall mean a pharmaceutical product sold, licensed, or marketed under a new drug application (NDA) approved by the Food and Drug Administration (FDA) under section 505(c) of the Federal Food, Drug and Cosmetic Act (FFDCA) that is marketed, sold or distributed under a different labeler code, product code, trade name, trademark, or packaging (other than repackaging the listed drug for use in institutions) than the innovator brand name drug.

- "Average Wholesale Price" or "AWP" shall mean the average wholesale price of a Covered Drug as established and reported by Medi-Span. The applied AWP of a Covered Drug shall be the AWP for the actual eleven (11) digit National Drug Code ("NDC"), Covered Drug specific, quantity appropriate actual package size (or the manufacturer-packaged quantity closest to the dispensed size), submitted by a Retail Pharmacy, Home Delivery Pharmacy, or Specialty Pharmacy at the time that the Covered Drug is adjudicated. Notwithstanding any other provision in this Agreement, in the event of any major change in market conditions affecting the pharmaceutical or pharmacy benefit management market, including, for example, any change in the markup, methodologies, processes or algorithms underlying the published AWP(s), CHLIC may adjust any or all of the Rebates, charges, rates, discounts, guarantees and/or fees in connection with CHLIC's administration of the Pharmacy Benefit hereunder, including any that are based on AWP, as it reasonably deems necessary to preserve the economic value or benefit of this Agreement to CHLIC as it existed immediately prior to such change. Additionally, and notwithstanding any other provision in this Agreement, CHLIC may replace AWP as its pharmaceutical pricing benchmark with an alternative benchmark and/or may replace Medi-Span, or other such publication, as its source for the AWP or alternative benchmark with a different pricing source, provided that CHLIC adjusts any or all such AWP-based charges or such alternative benchmark-based charges as it reasonably deems necessary to preserve the economic value or benefit of this Agreement to CHLIC as it existed immediately prior to such replacement or immediately prior to the event(s) giving rise to such replacement, as the case may be.

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- "Biosimilar" shall mean a biological product that is licensed by the FDA as a biosimilar pursuant to Section 351(k) of the Public Health Service Act, 42 U.S.C. 262(k), based upon a showing that it is highly similar to a single FDA-licensed biological product, known as a reference product, and has no clinically meaningful differences compared to the reference product in terms of safety, purity, and potency. A biosimilar biological product may be licensed by the FDA as biosimilar or interchangeable, and in either case such biological product is a Biosimilar for the purposes of this Agreement.

- "Brand Drug" shall mean a pharmaceutical product, including a Covered Drug that is a prescription drug, including over-the-counter drugs dispensed pursuant to a prescription, medicine, agent, substance, device, supply or other therapeutic product that is not a Generic Drug. Except if and where the language expressly states otherwise, a Brand Drug does not include a Specialty Brand Drug for ingredient cost discount purposes.

- "Business Decision Team" shall mean a committee comprised of voting and non-voting representatives across various Cigna business units such as clinical, medical and business leadership that is duly authorized by Cigna to make decisions regarding coverage treatment of pharmaceutical products based on clinical findings provided by the P&T Committee, including, but not limited to, decisions regarding tier placement and application of utilization management to pharmaceutical products.

- "Cigna Home Delivery Pharmacy" shall mean a duly licensed pharmacy operated by CHLIC or its affiliates, where prescriptions are filled and delivered via the mail service, which may include, for example, Accredo Health Group, Inc., ESI Mail Pharmacy Service, Inc., Express Scripts Pharmacy Inc., Tel-Drug of Pennsylvania LLC and Tel-Drug, Inc.

- "Claim," for purposes of this Appendix A, is a claim or request for coverage under the Pharmacy Benefit.

- "Compound Drug" shall mean a medication that (a) is comprised of two or more gaseous, solid, semi-solid, or liquid ingredients (other than water or flavoring added to any preparation) that are weighed or measured at a pharmacy and then prepared according to the prescriber's order and the pharmacist's art; (b) contains at least one FDA-approved federal legend drug as an active ingredient; (c) is not otherwise generally available in its compound form; and (d) is not a compound preparation administered by infusion or injection.

- "Covered Drugs" shall mean prescription drugs, including over-the-counter drugs dispensed pursuant to a prescription, biologics, medicines, agents, substances, devices, supplies, and other therapeutic products that are prescribed for Members and are covered under the Pharmacy Benefit and shall include all associated standard services usually and customarily rendered by a pharmacy or provider in the normal course of business, including dispensing, administration, counseling and product consultation.

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- "Dispensing Fee" means an amount paid to a pharmacy for providing professional services necessary to dispense a Covered Drug to a Member.

- "FDA" shall mean the U.S. Food and Drug Administration.

- "Formulary" shall mean the list of FDA-approved prescription drugs and supplies developed and managed by CHLIC across its self-funded and insured group book of business and that is selected and adopted by Employer. The drugs and supplies included on the Formulary will be modified by CHLIC from time to time as a result of factors including, but not limited to, economic and clinical factors like clinical appropriateness, manufacturer Rebate arrangements and patent expirations. Any changes CHLIC makes to the Formulary are hereby adopted by Employer.

- "Generic Drug" means a pharmaceutical product, including a Covered Drug, whether identified by its chemical, proprietary, or non-proprietary name, that is accepted by the FDA as therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient(s), and which is identified as such in CHLIC's master drug file using indicators from First Databank, Medi-Span, or other nationally recognized source as used by CHLIC across its book of business on the basis of a proprietary algorithm, a summary of which may be made available for review by Employer or, subject to CHLIC's consent, its auditor upon request in accordance with the terms set forth in this Appendix A. Employer and, as applicable, its auditor shall sign a confidentiality agreement acceptable to CHLIC relating specifically to such summary. The reference to a drug by its chemical name does not necessarily mean that the product is recognized as a generic for adjudication, pricing or copay purposes. Except if and where the language expressly states otherwise, a Generic Drug does not include a Specialty Generic Drug for ingredient cost discount purposes. For pricing purposes, a Generic Drug includes a Covered Drug that is otherwise identified as therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient(s) and is within its exclusivity period or other period of limited competition; provided that, notwithstanding the foregoing, a Generic Drug excludes an Authorized Generic identified as a brand name drug by the aforementioned proprietary algorithm used by CHLIC. For pricing purposes, a Generic Drug also excludes a Biosimilar.

- "Maximum Allowable Charge" shall mean the maximum unit price for a Covered Drug included on the applicable MAC List as set forth on such MAC List.

- "MAC List" shall mean a then-current list maintained by CHLIC of prescription drugs, devices, supplies and over-the-counter drugs identified as readily available as a Generic Drug or generally equivalent to a Brand Drug (in which case it may also be on a MAC List) and that, in each case, are deemed to require or are otherwise capable of pricing management due to the number of manufacturers, utilization and/or pricing volatility.

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- "Manufacturer Administrative Fees" shall mean administrative fees paid by pharmaceutical manufacturers to CHLIC or its affiliate or subcontractor directly in connection with administering, invoicing, allocating and collecting Rebates.

- "Pharmacy Benefits" shall mean amounts payable for covered pharmacy benefit services and products under the terms of the Plan; Pharmacy Benefits shall be considered Plan Benefits for purposes of this Agreement.

- "P&T Committee" shall mean a committee comprised of clinicians that represent a range of clinical specialties. The committee regularly reviews pharmaceutical products, new pharmaceutical products, for safety and efficacy, the findings of which clinical reviews inform coverage status decisions made by the Business Decision Team. The P&T Committee's review may be based on consideration of, without limitation, FDA-approved labeling, standard medical reference compendia, or scientific studies published in peer-reviewed English-language bio-medical journals.

- "PBM Proprietary Information" shall mean information relating to CHLIC's pharmacy benefit management products and services, including, without limitation, CHLIC's reporting and web-based applications, eligibility and adjudication systems and coding methodologies, system formats and databanks, clinical or formulary management operations or programs, information and agreements relating to Rebates and other financial information, prescription drug evaluation criteria and coverage policies, drug pricing information, including MAC List and Specialty Drug pricing, paid Claims information integrated into CHLIC's adjudication systems, and pharmaceutical manufacturer, vendor or pharmacy network agreements.

- "Prescription Drug Charge" shall mean the amount that, prior to application of the Plan's cost-share requirement(s), Employer is obligated to pay for a Covered Drug dispensed at a Retail Pharmacy or Cigna Home Delivery Pharmacy, including any ingredient cost, applicable Dispensing Fee, service fee, and tax. The ingredient cost charged to Employer may be expressed as, for example, a discount off of AWP or other benchmark price, or a MAC.

- "Rebate" shall mean retrospective formulary rebates received by CHLIC pursuant to the terms of a formulary rebate contract negotiated independently and directly attributable to or arising from the utilization by Members of certain Covered Drugs manufactured, sold, marketed, or distributed by a manufacturer.

  However, "Rebates" shall exclude: (i) pricing adjustments, payments and credits made in the ordinary course by any manufacturer on account of product returns, delivery errors or shipping damage or losses arising from drugs and other products purchased from such manufacturer by or on behalf of CHLIC (ii) pricing discounts paid or credited by a manufacturer to pharmacies affiliated with CHLIC for prescription drugs and other products purchased from such manufacturer; (iii) any fees or other compensation paid by any manufacturer in consideration of any services, products, activities or programs performed, provided or implemented by CHLIC or any of its affiliates for such manufacturer; (iv) Manufacturer Administrative Fees; (v) Value-Based Payments; (vi) any rebates or other amounts that are

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allocated to reduce and/or partially or wholly satisfy a Member's cost-sharing obligation for a Covered Drug; and (vii) rebates or other amounts paid to CHLIC for prescription drugs that are administered or otherwise provided to Members in providers' offices, home health care settings, or outpatient clinics.

- "Retail Pharmacy" shall mean any licensed retail pharmacy with which CHLIC has contracted directly or indirectly with a third party, to provide Covered Drugs to Members, and is not a mail order pharmacy. A mail order pharmacy is a pharmacy that primarily fills and delivers pharmaceutical products via the mail service. The term "Retail", when immediately preceding the term "Brand Drug Claim", "Generic Drug Claim", "Specialty Drug Claim", "Specialty Brand Drug Claim", or "Specialty Generic Drug Claim" means that the resulting term (e.g., "Retail Brand Drug Claim") refers to such claim as dispensed by a Retail Pharmacy.

- "Specialty Drug" shall mean a pharmaceutical product, including a Covered Drug, considered by CHLIC to be a Specialty Drug based on consideration of the following factors: (i) whether the pharmaceutical product is prescribed and used for the treatment of a complex, chronic or rare condition; (ii) whether the pharmaceutical product has a high acquisition cost; and, (iii) whether the pharmaceutical product is subject to limited or restricted distribution, requires special handling and/or requires enhanced patient education, provider coordination or clinical oversight. A Specialty Drug may not possess all or most of the foregoing characteristics, and the presence of any one such characteristic does not guarantee that a pharmaceutical product will be considered a Specialty Drug. The term "Specialty," when immediately preceding the terms "Generic Drug" or "Brand Drug", means that the resulting term (e.g. "Specialty Generic Drug") refers to a Generic Drug or Brand Drug that is considered a Specialty Drug, respectively.

- "Specialty Pharmacy" shall mean a duly licensed pharmacy designated by or operated by CHLIC or its affiliates that primarily dispenses Specialty Drugs or provides services related thereto; provided, however, that when the Cigna Home Delivery Pharmacy dispenses a Specialty Drug, it shall be considered a Specialty Pharmacy hereunder.

- "U&C Charge" shall mean the price the applicable Retail Pharmacy would charge a regular cash-paying customer for a Covered Drug (and any services related to the dispensing thereof) on the day on which the Covered Drug is dispensed.

PHARMACY BENEFIT MANAGEMENT - SERVICES TO BE PROVIDED

1. Retail Pharmacy Network.

(a) General. CHLIC shall maintain a Retail Pharmacy network. Retail Pharmacies included in the network shall provide Covered Drugs to which the Retail Pharmacies have access to Members during their normal business hours. A list of the Retail Pharmacies included in the network, as updated from time to time, shall be made available to Members online. CHLIC maintains multiple networks and/or sub-networks and may periodically consolidate networks and/or migrate clients, including Employer, between networks and

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sub-networks. CHLIC shall require each Retail Pharmacy included in the network to meet its requirements for participation in the Retail Pharmacy network, which include, but are not limited to, satisfaction of licensing and insurance requirements.

(b) Retail Pharmacy Audits and Overpayments. CHLIC shall perform desktop and on-site audits of each Retail Pharmacy to ensure that each Retail Pharmacy is complying with the terms of its contract with CHLIC. In the event that CHLIC discovers that an overpayment has been made to a Retail Pharmacy, CHLIC shall take reasonable steps to recover the overpayment pursuant to the terms of this Agreement.

(c) Independent Contractors. The Retail Pharmacies are independent contractors, and as such CHLIC does not direct or exercise any control over the pharmacists at Retail Pharmacies or the professional judgement exercised by any pharmacies in the dispensing or filling of prescriptions or performing other pharmaceutical services. Neither CHLIC nor any CHLIC affiliate shall have any liability to Employer, any Member or any other person or entity for any act or omission of any Retail Pharmacy or it agents or employees.

(d) Collection of Cost Sharing. CHLIC shall require Retail Pharmacies to collect all applicable Plan cost-shares from Members.

2. Cigna Home Delivery Pharmacy.

(a) General. Members may submit new or refill prescription orders for fulfillment through Cigna Home Delivery Pharmacy or such other mail service pharmacy that CHLIC in its sole discretion may select from time to time. Such orders may be placed via mail, telephone, or electronic means. Subject to Applicable Law, Employer shall permit communication with Members regarding the availability and use of the Cigna Home Delivery Pharmacy potential cost savings associated therewith, and the provision of supporting services (e.g. pharmacist consultation) in connection with any prescription dispensed by the Cigna Home Delivery Pharmacy. Cigna Home Delivery Pharmacy shall deliver all drugs to Members in accordance with its standard procedures. For the purposes of clarity, CHLIC does not exert direction or control over the pharmacists at Cigna Home Delivery Pharmacy in filling prescriptions or performing other pharmaceutical services.

(b) Cost Sharing. Members are responsible for the payment of the applicable cost sharing to Cigna Home Delivery Pharmacy for each prescription or prescription refill. Employer acknowledges that Cigna Home Delivery Pharmacy may suspend services to a Member who is in default of any cost-sharing obligations, in accordance with Cigna Home Delivery Pharmacy's standard credit policy. If payment of such cost-sharing has not been received from the Member within one hundred twenty (120) days of dispensing of the product, the Plan will be billed for the outstanding amount following the one hundred twenty (120) day collection period.

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(c) Affiliation with CHLIC. Accredo Health Group, Inc., ESI Mail Pharmacy Service, Inc., Express Scripts Pharmacy Inc., Tel-Drug of Pennsylvania LLC and Tel-Drug, Inc. are licensed pharmacy affiliates of CHLIC that fill and deliver Covered Drugs via the mail service.

3. **Claims Processing**.

(a) General. CHLIC, in accordance with Section 2 of the Agreement, shall perform claims processing services for Covered Drugs dispensed by Retail Pharmacies or Cigna Home Delivery Pharmacy. In-network Claims shall be submitted via paper or electronically. Members using out-of-network covered services are required to submit a paper claim form. A separate charge shall apply for the submission of any paper claim form, whether in-network or out-of-network. CHLIC is not required to provide coordination of benefits (COB) services for Claims for drugs dispensed, and electronically processed, at a pharmacy; Claims may be processed without consideration of a Member's coverage under another plan.

(b) Drug Utilization Review. CHLIC shall perform a concurrent Drug Utilization Review ("DUR") analysis of each prescription submitted for processing. Such DUR Analysis may include, for example: (1) prescribed dosage within a safe range; (2) drug-to-drug interaction; (3) drug-to-allergy interaction; (4) age-to-drug interaction; (5) duplicate therapy; (6) quantity limitations; and (7) days' supply. DUR processes shall not override the prescriber's, the pharmacist's or other health care provider's professional judgment.

4. **Utilization Management Program**. CHLIC shall, in accordance with Section 2 of the Agreement, administer the Pharmacy Benefit utilization management program(s) identified in this Agreement. Employer acknowledges that CHLIC's coverage policies and claims administration procedures, which are utilized across CHLIC's self-funded and insured book-of-business to adjudicate claims and administer appeals, may change periodically. As an example of the coverage criteria that may apply to a pharmaceutical product, a Member may have to try one or more preferred pharmaceutical products, or demonstrate why trying the preferred pharmaceutical product(s) would be clinically inappropriate, in order to obtain coverage under the Plan for a given pharmaceutical product Employer further authorizes CHLIC to allow coverage for a use that otherwise would be excluded in the event of co-morbidities, complications and other factors not expressly addressed by the coverage policies utilized by CHLIC in reviewing Claims for coverage. CHLIC may rely wholly upon information about the Member and the prescriber's diagnosis of the Member's condition. CHLIC shall not substitute its judgment for the judgment of the prescribing physician, nor shall it determine medical necessity or make other medical determinations other than for coverage purposes.

5. **Rebate Management**. CHLIC shall pay Employer amounts equal to the Rebate amounts specified in the Schedule of Financial Charges.

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6. Drug-Related Services.

(a) Specialty Drugs. CHLIC shall process Claims regarding Specialty Drugs subject to the following provisions:

(1) The Specialty Pharmacy shall fill prescriptions for Specialty Drugs based on the professional judgment of the dispensing pharmacist, accepted pharmacy practices and product guidelines.

(2) A list of Specialty Drugs available via the Specialty Pharmacy and the pricing for those Specialty Drugs shall be made available as in effect on the Effective Date, as set forth in Appendix B. After the Effective Date, Employer may request that CHLIC provide it with an updated list of Specialty Drugs available via the Specialty Pharmacy and the pricing with respect thereto.

(3) To the extent acting in the capacity as a mail order pharmacy, the Specialty Pharmacy shall ship Specialty Drugs to Members in accordance with its standard procedures.

(4) Members are responsible for the payment of the applicable cost sharing to the Specialty Pharmacy for each prescription or prescription refill. Employer acknowledges that the Specialty Pharmacy may suspend services to a Member who is in default of any cost-sharing obligations, in accordance with the Specialty Pharmacy's standard credit policy. If payment has not been received from the Member within one hundred twenty (120) days of dispensing, the Plan will be billed following the one hundred twenty (120) day collection period.

(5) For the purposes of clarity, CHLIC does not exert direction or control over the pharmacists at the Specialty Pharmacy in filling prescriptions or performing other pharmaceutical services.

(b) Compound Drugs. CHLIC shall process prescribed Compound Drugs to the extent covered under the Plan. CHLIC shall treat as Covered Drugs only those components of a Compound Drug that would otherwise be treated as Covered Drugs were they not part of a Compound Drug.

7. Member Communications and Services.

(a) Member Communication. CHLIC shall provide to Members an ID card and instructions to access Member materials online, including the Formulary, the Retail Pharmacy directory, Cigna Home Delivery Pharmacy information, and an out-of-network Claim reimbursement form.

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(b) Rx Savings Messenger. CHLIC may send personalized mailings to Members regarding the Generic Drugs and preferred Brand Drugs and savings available from Cigna Home Delivery Pharmacy.

(c) Call Center. CHLIC shall maintain toll-free customer service lines twenty-four (24) hours per day, seven (7) days per week for the purpose of responding to inquiries from Members regarding Retail Pharmacy, Cigna Home Delivery Pharmacy or Claims issues.

8. Formulary Management; Clinical Programs; Other Services.

CHLIC shall provide Formulary management services, which shall include implementing Formulary placement decisions and determinations to apply utilization management requirements made by CHLIC's Business Decision Team. The Business Decision Team makes Formulary determinations based on consideration of clinical and economic factors. Clinical factors may include, but are not limited to, the CHLIC P&T Committee's evaluation of the place in therapy, relative safety or relative efficacy of the drug, as well as whether certain supply limits or other utilization management requirements should apply. Economic factors may include, but are not limited to, the drug's acquisition cost including, but not limited to, assessments on the cost effectiveness of the drug and available Rebates. Employer acknowledges that the Formulary, utilization management requirements, and coverage policies used by CHLIC to perform coverage reviews, including any changes made thereto, are adopted by Employer. When considering a drug for Formulary placement or other coverage conditions, CHLIC's Business Decision Team reviews clinical and economic factors regarding enrollees as a general population across its relevant book-of-business. CHLIC may also provide the clinical, safety and/or trend programs, or other programs and services to Employer, some of which may require payment of additional fees by Employer. If additional fees are required for such a program or service, CHLIC shall include the fee in the Schedule of Financial Charges or otherwise communicate the same in writing to by Employer.

PHARMACY BENEFIT MANAGEMENT - PROGRAM OPERATIONS

1. Implementation of Agreement.

(a) Project Plan. Employer and CHLIC shall develop an agreed upon implementation project plan with respect to the Agreement prior to the Effective Date or prior to the implementation with respect to any new Pharmacy Benefit under this Agreement following the Effective Date.

(b) Initial Data and Commencement of Pharmacy Benefit Management Services. Prior to the Effective Date, Employer shall provide CHLIC with all data and/or documentation necessary for CHLIC to provide the services specified in this Agreement. Such data and/or documentation shall include, but is not necessarily limited to, claims history and Member prior authorization history. Assuming all data specified in the preceding sentence is received sufficiently in advance of the Effective Date, CHLIC shall commence providing services under this Agreement as of the Effective Date.

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2. **Timely Provision of Data by Employer**. Employer acknowledges that CHLIC shall not be held responsible for, and shall be released from, fulfilling any obligation or performing any service under this Agreement if Employer or its designee does not provide accurate information in a timely manner.

3. **Reporting**. CHLIC shall make available to Employer CHLIC's standard reporting applications, subject to Applicable Law and Exhibit D, including, without limitation, HIPAA and state privacy laws.

4. **Claims Data**.

   (a) Retention. CHLIC shall retain data with respect to Claims for at least seven (7) years from the date the prescription is filled. Following the close of such retention period, CHLIC shall retain and dispose of such Claims data pursuant to its then-current standard policies and procedures, Applicable Law and the Business Associate Agreement described in the Agreement.

   (b) Disclosure to Vendor. Upon Employer's written request and subject to execution of a non-disclosure agreement acceptable to CHLIC, CHLIC shall provide prescription Claims data in its standard format to a vendor contracted with Employer and otherwise acceptable to CHLIC solely for the purposes of such vendor's support of Plan administration functions. Employer agrees that its vendors may not utilize Claims data for any other purpose, including, without limitation, developing products and services, analyzing the Claims data against market benchmarks or CHLIC competitors or adding to a normative database (even if de-identified and/or blinded as to Member and PBM/carrier) for the Employer's or vendor's commercial use. Employer shall be responsible for any use or disclosure of Claims data, or any services provided, by the vendor. Notwithstanding the foregoing, all audits of any pricing guarantees, Rebate-sharing obligations or Claims processing accuracy shall be conducted in accordance with the terms in this Agreement specifically relating to such audits.

   (c) De-Identified Data. During and after the term of this Agreement, CHLIC may use Claims, drug, and medical data that has been de-identified in accordance with HIPAA for research, provider evaluation, database maintenance, and other commercial purposes.

This provision shall survive termination or expiration of the Agreement.

5. **Claims Processing Audits**. Employer may, in accordance with the requirements set forth in Section 6 of the Agreement and at no additional charge while this Agreement is in effect, audit CHLIC's payment of Plan Benefits subject to the conditions set forth in Section 6 of the Agreement.

6. **Rebate Audits**. Employer may, to the extent specified below, in accordance with the following requirements, and at no additional charge while this Agreement is in effect, audit CHLIC's Rebate payments. Any Rebate audit shall occur following CHLIC's issuance of the

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annual financial reconciliation to Employer and no new Rebate audit shall be initiated until such time that each party agrees that any prior audit is closed. In order to balance the need to adequately support the audit process for all CHLIC clients, with an efficient allocation of resources, Employers who desire to audit one or more components of the pharmacy arrangement must do so through a single annual audit. Rebate audits are subject to the following conditions:

(a) Employer shall designate with CHLIC's consent, such consent not to be unreasonably withheld, an independent, third party auditor to conduct the audit (the "Auditor").

(b) The Auditor may audit records directly related to CHLIC's performance of its obligations hereunder regarding Rebates once in each 12-month period upon the following conditions: (1) Employer shall provide at least forty-five (45) days written notice to CHLIC; (2) the Auditor (including each auditor conducting the audit) shall be agreeable to Employer and CHLIC; (3) a mutually agreed upon nondisclosure/nonuse contract shall be executed by Employer, the Auditor and CHLIC; (4) the records to be audited shall be no more than two years old as of the date of the audit; (5) the scope of records to be audited shall be as mutually agreed upon by the Auditor and CHLIC as those which are necessary to determine compliance with the Rebate-sharing obligations under this Agreement; (6) the audit shall be conducted at a mutually acceptable time during regular business hours at CHLIC's office where such records are located; (7) records shall not be removed or photocopied without CHLIC's express written consent; (8) for the sole purpose of confirming compliance with the audit Confidentiality Agreement, Auditor will first submit in draft to CHLIC, prior to submission to Employer, its Rebate audit report so that CHLIC may confirm that no terms of the applicable agreements with manufacturers, which are confidential, are disclosed in the audit report; (9) the Auditor shall provide its final audit report to CHLIC and Employer at the same time; and (10) the Auditor may disclose the aggregate amount of Rebates due Employer but no other details of CHLIC's manufacturer contracts of which the Auditor is apprised, if any.

This provision shall survive termination or expiration of the Agreement.

7. Financial Guarantee Reconciliation Audits.

(a) Employer may, to the extent specified below and at no additional charge, audit such information that is related to CHLIC's pricing guarantees to determine whether CHLIC has met its contractual obligations hereunder once every Plan year following CHLIC's issuance of the annual reconciliation to Employer. No new audits shall be initiated until such time that all parties have agreed that any prior audit is closed. In order to balance the need to adequately support the audit process for all CHLIC clients, with an efficient allocation of resources, Employers who choose to audit one or more components of the pharmacy arrangement must do so through a single annual audit.

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(b) Any such audit shall be subject to the following conditions: (1) the audit may take place while this Agreement is in effect or within one (1) year after the termination or expiration of this Agreement; (2) such audit may cover up to two prior contract years to the extent such prior contract years have not previously been audited; (3) Employer shall provide CHLIC with forty-five (45) days' advance written request for the audit; (4) Employer and CHLIC shall agree on a mutually acceptable, independent, third party auditor to conduct the audit (the "Auditor"), and the individuals(s) employed or contracted to perform the audit shall not have a conflict of interest that could reasonably diminish their impartiality; (5) Employer shall be responsible for its Auditor's costs, and CHLIC will be responsible for its costs in connection with the audit; (6) the audit shall be conducted in accordance with the terms hereof and a Pharmacy Financial Guarantee Audit Agreement, a sample of which is attached hereto as Exhibit C2, which shall be signed by CHLIC, Employer, and the Auditor prior to the start of such audit; (7) any adjustments resulting from the audit will be based upon the actual Claims reviewed and not upon statistical projections or extrapolations, as the Auditor will be furnished with 100% of the paid Claims processed during the applicable contract period for purposes of the audit; (8) the Auditor shall provide the audit report to the Employer and CHLIC simultaneously; (9) CHLIC will respond to any audit report issued by the Auditor within thirty (30) days of the issuance of same; and (10) CHLIC will reconcile mutually agreed upon amounts due to Employer within a reasonable period of time following mutual agreement regarding any amount due to the Employer.

This provision shall survive termination or expiration of the Agreement.

PHARMACY BENEFIT MANAGEMENT - FUNDING AND PAYMENT OF CLAIMS; CHARGES

1. **Funding and Payment of Claims**. With respect to Pharmacy Benefits, (1) CHLIC may withdraw funds from the Bank Account for the purposes specified in Section 3 of the Agreement five times per month, and (2) any recovered overpayments shall be credited to Employer via a line item on its invoice, less the fee set forth on the Schedule of Financial Charges.

2. **Retroactive Member Changes and Terminations**. Notwithstanding anything in the Agreement to the contrary, Employer shall remain responsible for all charges and Bank Account Payments incurred or charged through the date CHLIC processed Employer's notice of a retroactive change or termination of a Member's enrollment in the Plan. Notwithstanding anything to the contrary in Section 4.c. of the Agreement, with respect to Pharmacy Benefits, CHLIC generally will implement eligibility updates received from Employer that adhere to CHLIC's standard electronic format as soon as reasonably practicable following receipt of such updates.

PHARMACY BENEFIT MANAGEMENT - FIDUCIARY ACKNOWLEDGMENTS

CHLIC offers pharmacy benefit management services for consideration by Employer and other entities. The general parameters of such services and the supporting systems have been developed by CHLIC as part of CHLIC's administration of its general business as a pharmacy benefit manager for entities that sponsor group health plans. The Parties have negotiated the terms of this Agreement in an arm's-length fashion. Except to the extent CHLIC conducts the final level of internal appeal as set forth in Section 2.c of the Agreement, the Parties assert that neither Party intends that CHLIC shall be a fiduciary with respect to Pharmacy Benefits for either ERISA (if applicable) or state law purposes, and neither

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Party shall name CHLIC or any of its affiliates as a "plan fiduciary" with respect to its management of Pharmacy Benefits. Employer acknowledges and agrees that CHLIC (i) does not have discretionary authority or control respecting management of the Pharmacy Benefits, and (ii) does not exercise any authority or control respecting management or disposition of the assets relating to Pharmacy Benefits or of Employer. Rather, Employer retains all such authority and control. The Parties agree that, upon reasonable notice, CHLIC shall have the right to terminate its Pharmacy Benefit services under this Agreement to any Plan and/or Members located in a state that requires a pharmacy benefit manager to be a fiduciary to Employer, the Plan or a Member.

This provision shall survive termination or expiration of the Agreement.

PHARMACY BENEFIT MANAGEMENT - FINANCIAL ARRANGEMENTS

1. **General**. CHLIC contracts with its PBM affiliate for the provision of pharmacy benefit services and financial arrangements. As such, CHLIC or its PBM affiliate, directly or indirectly contract on their own accounts with Retail Pharmacies and Cigna Home Delivery Pharmacy to dispense covered pharmaceutical products to Employer's Members, and not on behalf of, or for the benefit of, Employer or the Plan; accordingly, any discounts or other remuneration CHLIC or its PBM affiliate earns under an arrangement with a Retail Pharmacy or Cigna Home Delivery Pharmacy are obtained for, and inure to, the sole and exclusive benefit of CHLIC or its PBM affiliate, and not the Employer or the Plan. Amounts paid by CHLIC or its PBM affiliate or by the PBM affiliate for Retail Pharmacy or Cigna Home Delivery Pharmacy for Brand Drug, Generic Drug, or Specialty Drug Claims may or may not be equal to the amount charged to Employer and/or Member. If the amount paid by Employer and/or Member does not equal the amount paid by CHLIC to its PBM affiliate or by the PBM affiliate to a particular pharmacy, CHLIC and its PBM affiliate will absorb or retain such difference. CHLIC may directly or indirectly contract for Rebates, Manufacturer Administrative Fees, and other remuneration on its own behalf and for its own benefit, and not on behalf of Employer or the Plan. As an example of other remuneration other than Rebates or Manufacturer Administrative Fees that CHLIC may earn, CHLIC may also directly or indirectly from pharmaceutical manufacturers remuneration in connection with value payments and/or services that CHLIC provides to Employer ("Value-Based Payments"). Notwithstanding anything in this Agreement to the contrary, any Value-Based Payments earned by CHLIC are separate and apart from any Rebates or Manufacturer Administrative Fees that CHLIC directly or indirectly earns from pharmaceutical manufacturers, and CHLIC may retain any Value-Based Payments it earns. As examples of the value payments and/or services that CHLIC may provide to Employer in connection with Value-Based Payments that CHLIC may earn, CHLIC may provide care management or other services to Employer and/or remit to Employer monetary credits if Members discontinue therapy on certain pharmaceutical products. Information regarding any services, and/or monetary credits or other financial value, for which Employer may be eligible with respect to specific pharmaceutical products or therapeutic classes/conditions, including the products for which monetary credits or other financial value may be available to Employer, the amount of that value, and other payment terms, is available upon request. Any value payments and/or services provided by CHLIC to Employer are subject to change or termination by CHLIC as the value program(s), if any, offered by CHLIC change(s) or terminate(s). Accordingly, CHLIC retains all right, title and interest to any and all actual Rebates, Manufacturer Administrative Fees, Value-Based Payments, and other remuneration directly or

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indirectly received from manufacturers. CHLIC may provide Employer amounts equal to all or some portion of the Rebate and Manufacturer Administrative Fee amounts, or other financial value generated in connection with any value program(s), allocated to Employer, if any, and as specified on the Schedule of Financial Charges, from CHLIC's general assets (neither Employer, its Members, nor Employer's Plan retains any beneficial or proprietary interest in CHLIC's general assets). Rebate and Manufacturer Administrative Fee amounts received vary based on factors including, without limitation, Employer-specific utilization, the volume of utilization as well as Formulary position applicable to the drug or supplies, and adherence to various formulary management controls, benefit design requirements, and Claims volume. Employer acknowledges and agrees that neither it, its Members nor its Plan will have a right to interest on, or the time value of, any Claim payments charged by CHLIC to Employer or any Rebate, Manufacturer Administrative Fee or other payments received by CHLIC during the collection period of moneys payable under this section, if any, and that CHLIC shall retain any such remuneration. For purposes of this provision, the term CHLIC shall also include and mean CHLIC's PBM affiliate, Express Scripts, Inc.

2. **Affiliates**. Cigna Home Delivery Pharmacy may maintain product purchase discount arrangements and/or fee-for-service arrangements with pharmaceutical manufacturers and wholesale distributors in its capacity as a mail service and/or specialty pharmacy. Cigna Home Delivery Pharmacy may contract for these arrangements on its own account in support of its pharmacy operations, and not on behalf of, or for the benefit of, Employer or the Plan. Accordingly, Cigna Home Delivery Pharmacy retains the sole and exclusive benefit of any difference between its acquisition cost for a pharmaceutical product and the amount charged to Employer under this Agreement. Further these arrangements relate to services provided outside of this Agreement and other pharmacy benefit management arrangements and may be entered into without regard to whether a specific drug is on one of the formularies that CHLIC offers to entities that sponsor group health plans. Discounts and fee-for-service payments received by Cigna Home Delivery Pharmacy are not part of the pharmacy benefit management formulary rebates or associated administrative fees or charges paid to CHLIC in connection with CHLIC's pharmacy benefit management formulary rebate programs.

This provision shall survive termination or expiration of the Agreement.

PHARMACY BENEFIT MANAGEMENT - OBLIGATIONS UPON TERMINATION

Upon notice of termination of this Agreement, the following provisions shall apply with respect to Pharmacy Benefits:

a) Employer shall notify Members at least thirty (30) days prior to the termination of the Agreement becoming effective of any transition to a successor pharmacy benefit manager.

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b) If mutually agreed upon by CHLIC and Employer, CHLIC shall provide services following termination of the Agreement at CHLIC's then-prevailing rate. Such services, if any, shall be determined by mutual agreement of CHLIC and Employer in advance of the termination of the Agreement becoming effective.

c) Upon request by Employer and subject to execution of a nondisclosure agreement acceptable to CHLIC, CHLIC shall transition Claims files and/or history to the pharmacy benefit manager or other third party specified by Employer and otherwise acceptable to CHLIC. Any disclosure of Claims files and/or history shall be limited to the information the successor pharmacy benefit manager or other third party needs to implement or administer Employer's pharmacy benefits. CHLIC shall not be required to directly or indirectly release, and Employer shall not release, PBM Proprietary Information to any such third party.

d) Upon termination of the Agreement for any reason, the Parties shall handle Confidential Information, PBM Proprietary Information and Protected Health Information (as defined in the Business Associate Agreement attached as Exhibit D) pursuant to the terms of the Agreement.

e) In the event that CHLIC terminates the Agreement pursuant to Section 1.vi of the Agreement, CHLIC shall have no further obligation following the date of such termination to pay Employer any Rebates, or any other amount that may otherwise be payable by CHLIC to Employer.

This provision shall survive termination or expiration of the Agreement.

PHARMACY BENEFIT MANAGEMENT - CONFIDENTIALITY

1. **General**. Employer acknowledges and agrees that CHLIC's PBM Proprietary Information constitutes competitively sensitive trade secrets, and that its misuse or mis-disclosure could result in material financial and legal loss or liability to CHLIC, its affiliates and their respective subcontractors. CHLIC shall not be required to disclose PBM Proprietary Information to Employer except to the extent necessary for Employer to exercise any audit rights expressly provided hereunder or perform other Plan administration functions. If CHLIC discloses PBM Proprietary Information to Employer, or, if CHLIC consents, to the Employer's vendor or designee, CHLIC may require Employer, or its vendor or designee, to execute a non-disclosure agreement specifically relating to the requested PBM Proprietary Information. Employer agrees that it and its vendors may not utilize PBM Proprietary Information for any purpose other than performing Plan administration functions, including, without limitation, developing products and services, de-identifying, blinding or analyzing the PBM Proprietary Information against market benchmarks or CHLIC competitors or adding to a normative database for the Employer's, or vendor's or designee's, commercial use. For the purposes of clarity, information shall not cease to qualify as PBM Proprietary Information if Employer or its vendor or designee de-identifies and/or blinds the PBM Proprietary Information such that the information cannot be traced or identified to a Member or CHLIC, its affiliates or their respective subcontractors. Employer shall be solely responsible for any disclosure of PBM Proprietary Information by CHLIC to Employer or its vendor or designee, or any subsequent use or disclosure by

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Employer or its vendor or designee, or services provided by the same. Notwithstanding anything herein to the contrary, in no event will CHLIC be required to disclose to Employer, or its vendor or designee, information related to, or including, its pharmacy network agreements, vendor agreements or pharmaceutical manufacturer agreements.

2. **Compelled Disclosures**. If at any time Employer, or its vendor or designee, is required by law, court order or other valid legal process to disclose any Confidential Information, it will promptly notify CHLIC prior to any such compelled disclosure and, upon request, cooperate with CHLIC in seeking a protective order or other available relief to contest or limit the scope of such compelled disclosure.

3. **Return or Destruction of Information**. At any time upon CHLIC's request or upon expiration or termination of this Appendix A or the Agreement, whichever occurs first, Employer will, at CHLIC's option, promptly deliver, or, as the case may be, compel its vendor or designee to deliver, to CHLIC all PBM Proprietary Information or other Confidential Information (or such portion thereof as requested) and not retain any copies in whole or in part of such PBM Proprietary Information or other Confidential Information, or securely destroy or dispose, or, as the case may be, compel its vendor or designee to destroy or dispose, of those portions of documents and other materials in any form, including electronic form, prepared by or received by the Employer or its vendor or designee, that contain or reflect such PBM Proprietary Information or other Confidential Information. Employer, or its vendor or designee, shall certify such return and destruction, as the case may be, to CHLIC.

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Appendix B - Cigna Home Delivery Pharmacy Specialty Drug List

THIS SPECIALTY DRUG LIST IS CONFIDENTIAL, PROPRIETARY INFORMATION OF CHLIC. IT IS PROVIDED SOLELY FOR EMPLOYER'S PLAN ADMINISTRATION PURPOSES. RE-DISCLOSURE IS STRICTLY PROHIBITED EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW. CHLIC RESERVES ALL LEGAL RIGHTS AND REMEDIES TO ENFORCE THESE PROHIBITIONS ON USE AND DISCLOSURE.

The Specialty Drug List shall be provided separately to Employer, and is hereby incorporated into the Agreement by reference, inclusive of any changes made subsequent to CHLIC's initial issuance of the Specialty Drug List to Employer to the pharmaceutical products included on the Specialty Drug List or the discounts pertaining to such pharmaceutical products. Upon Employer's request on or after the Effective Date, CHLIC shall provide to Employer an updated Specialty Drug List.

Currently Marketed Specialty Drugs on this Specialty Drug List. The discounts in this Specialty Drug List are the discounts that will be adjudicated in CHLIC's claim processing system for the drug indicated when dispensed by Cigna Home Delivery Pharmacy, subject to all of the following.

- Any or all of the discounts in this Specialty Drug List may be adjusted by CHLIC to the extent reasonably necessary to preserve the economic value of this Agreement as it existed immediately prior to the occurrence of any of the following events: a major change in market conditions affecting the pharmaceutical or pharmacy benefit management market, a drug shortage in the market, an issue involving the safety of the drug supply, or similar market situation.

- The discounts in this Specialty Drug List are based on the terms and design of the Pharmacy Benefit that Employer has adopted and disclosed to CHLIC. Accordingly, if Employer fails to disclose to CHLIC, for example, that it uses or intends to use a consumer-driven health plan, a major cost-sharing program, or a utilization management program promoting generic or OTC drugs over brand drugs, CHLIC may adjust the discounts as it reasonably deems necessary to preserve the economic value or benefit of this Agreement as CHLIC anticipated based on the terms and design of the Pharmacy Benefit previously disclosed to CHLIC and prior to CHLIC's discovery of the Pharmacy Benefit design feature that materially impacts CHLIC's discounts in this Specialty Drug List.

- The discounts in this Specialty Drug List shall not apply to Compound Drug claims, Claims that process at U&C, direct member reimbursement (DMR) Claims, and drugs adjudicated under the medical benefit.

- Any or all of the discounts in this Specialty Drug List may be adjusted by CHLIC to the extent reasonably necessary to preserve the economic value of this Agreement as it existed immediately prior to the occurrence of any of the following events: (a) there are any significant changes in the composition of CHLIC's pharmacy network or in CHLIC's pharmacy network contract compensation rates, or the structure of the pharmacy stores/chains/vendors that are contracted with CHLIC, including but not limited to disruption in the retail pharmacy delivery model, or bankruptcy of a chain pharmacy; or (b) there is a change in government laws or regulations which has a significant impact on pharmacy claim costs; or (c) any material manufacturer-rebate contracts with or for the benefit of CHLIC are terminated or modified in whole or in part; or (d) there is any legal action or Law that materially affects or could materially affect the manner in which CHLIC's rebate program is administered or an existing Law is interpreted so as to materially affect or potentially have a material

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effect on CHLIC's administration of the Pharmacy Benefit; or (e) there is a material change in the Plan or the Plan's Pharmacy Benefit that is initiated by Employer which impacts CHLIC's costs.

New-to-Market Specialty Products. Specialty Drug Claims, excluding limited distribution drugs, that are for new-to-market drugs will have a minimum market-introduction guaranteed discount of 11.45% off the drug's AWP.

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Appendix C - SaveonSP Program

1. The SaveonSP Program is a Member copay assistance program available when the Employer makes certain pharmacy benefit plan design changes such that program specialty prescription drugs are designated as non-essential health benefits with respect to federal PPACA essential health benefit requirements, and Employer establishes Member copay amounts at amounts comparable to manufacturer-supported patient copay assistance levels in accordance with Program parameters ("Program"). Designated specialty drugs under the Program may be revised twice on a calendar year basis.

2. Program Fees shall be 25% of program savings plus any applicable tertiary and residual cost share. The Program fees shall be measured and calculated based on the Program's standard savings and fee calculating methodology. Payment of program fees shall be invoiced on a monthly, incurred basis.

3. In order to make available Program services, CHLIC is providing Employer's claims data to CHLIC's approved third-party vendor ("Vendor") on a periodic basis to facilitate such Vendor's provision of the Services. Members' claims data is being provided under an applicable business associate agreement with such Vendor and in accordance with HIPAA including, but not limited to, the minimum necessary standards. Vendor may communicate with Employer's Member in order to provide Program services.

4. Employer acknowledges and agrees that CHLIC and Vendor is not a legal advisor and does not render any legal counseling or advice regarding the provision of Program services. Neither CHLIC nor Vendor is responsible for ensuring that Employer or Employer's employee benefit plans independent from or in conjunction with the Program comply with any applicable law including but not limited to laws, regulations, rules, ordinances and/or other guidance related to HSA-eligible high deductible health plans (including but not limited to Code Section 223) notwithstanding anything to the contrary. Neither CHLIC nor Vendor shall be liable to Employer or any person if any plan fails to comply with any such requirement. CHLIC hereby advises Employer to seek legal advice and Employer acknowledges that it will consult with its own legal counsel regarding the operation, administration, and establishment of its plans and the appropriateness of the Program. Employer is solely responsible for determining whether to implement the Program for its HSA-eligible high deductible health plan and addressing any compliance issues related to such implementation.

5. In addition to other provisions set forth in this Agreement, it is understood and agreed that for purposes of the Program, Employer (or the relevant plan sponsor and/or plan administrator) have full and final authority and responsibility for the plans, plan assets, and plan operation. Neither CHLIC nor Vendor is a fiduciary (as defined under ERISA or state law) of CHLIC clients' plans. CHLIC, CHLIC Affiliates and Vendor do not: (a) have any discretionary authority or control respecting management of CHLIC clients' plans' prescription benefit programs or (b) exercise any authority or control respecting management or disposition of the assets of CHLIC clients' plans. All such discretionary authority and control with respect to the management of CHLIC clients' plans and plans' assets are retained by CHLIC clients and/or CHLIC clients' plans.

6. If Employer fails to timely pay in full all applicable Program fees, CHLIC reserves the right to suspend or terminate the services under the Program, in addition to any other rights and remedies available to CHLIC under this Agreement and Applicable Law.

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7. CHLIC reserves the right to modify, revise, or terminate the Program due to market conditions that have a material impact on the Program.

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Meeting: April 9, 2026

Agenda Item Type: Council Action Resolution No. 2026-051R - Community Empowerment Funds

City Manager Agenda Item:
Resolution No. 2026-051R a resolution of the City Council of the City of St. Cloud, Florida, creates a process to allow for individual City Council members to provide direct funds and to purchase tables at events of select organizations that directly benefit the citizens of St. Cloud.
COST: There is no cost associated with this item.
This is to approve a Council community empowerment Fund.

Strategic Key Focus Areas:
High-Performing Government

Background Information:
This policy creates a process to allow for individual City Council members to provide direct funds and to purchase tables at events of select organizations that directly benefit the citizens of St. Cloud. The process is divided into Community Empowerment Funds For Event Tables and Community Empowerment Funds for Organizations. Recipient organizations must meet specific requirements and provide documentation to be eligible. There is an annual maximum of $5,000 per City Council member for tables, and a maximum of $10,000 per City Council Member for organizations with a $1,500 limit per organization. Organizations receiving funding must also provide a post award update detailing how the funds were used to benefit the citizens of St. Cloud.

Legal Authority:
Per City Charter Sections 2.04 and 3.05

Budget and Recommendation:
The total annual cost is $75,000. This funding currently exists in the City's Community Grant Program that the City Council directed to be discontinued.

Finance Director's Comments:

Procurement Director's Comments:

City Manager's Comments:

City Council Action:

Attachments:

1. Res 2026-051R - Community Empowerment Fund
2. Community Empowerment Funds Policy draft
3. Community Empowerment Fund Event Table Application - 3-31-2026
4. Community Empowerment Funds for Organizations Application - 3-31-2026

RESOLUTION NUMBER 2026-051R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, CREATING AND APPROVING THE COMMUNITY EMPOWERMENT FUND PROGRAM TO SUPPORT ORGANIZATIONS THAT DIRECTLY BENEFIT CITIZENS OF THE CITY OF ST. CLOUD AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, as follows:

SECTION I. The City Council finds that the establishment of a Community Empowerment Fund to support organizations that directly benefit citizens of the City is in the best interest of the City of St. Cloud.

SECTION II. The City Council do hereby create and approve the Community Empowerment Fund Program as more particularly described and set forth in Exhibit "A" attached hereto.

SECTION III. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida, on the 9th day of April, 2026.

CITY OF ST. CLOUD

ATTEST:

_____
Mayor, Christian B. Robertson

_____
City Clerk, Ivy Llauro

LEGAL IN FORM AND VALID IF ADOPTED.
deBeaubien, Simmons, Knight, Mantzaris & Neal, LLP

_____
Daniel F. Mantzaris, City Attorney

City of St. Cloud

	Effective:	Policy #:
	Community Empowerment Funds	
Rescinds: All Previous Versions	**City Policy**	
Distribution: Citywide		
Review Authority: City Manager's Office		

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Applicability:

This Policy applies to City Council Members providing funds for event tables and direct support for organizations.

Section I: Community Empowerment Fund Event Tables

1.1 Each City Council member shall be entitled to $5,000.00 per fiscal year to purchase tables at events that have not been approved in the annual budget.

1.2 The organization hosting the event:

- Shall be based in or directly serving St. Cloud.
- Shall directly benefit St. Cloud residents and align with at least one of the city's strategic key focus areas.
- Shall be a registered 501(c)3, 501(c)4, 501(c)5, 501(c)6, 501(c)7 organization.
- Shall be in existence for a minimum of three (3) years.
- Organization shall be non-partisan, non-religious and non-political.
- Shall not discriminate based on race, ethnicity, color, sex, religion, age, national origin, ancestry, citizenship, sexual orientation, gender identity and/or expression, disability, marital status, genetic information, veterans' status or other factors that are protected by law.

- Shall only be eligible for one (1) Community Empowerment Fund Table Request per organization per fiscal year.

1.3 Requests must be submitted a minimum of forty-five (45) days in advance of the payment due date to the Executive Administrative Assistant via a Community Empowerment Fund Table Request Form which must include the required submittal attachments as listed on the application form. Required attachments include:

- IRS Determination Letter
- Articles of Incorporation
- Event Flyer
- W9
- Vendor form

1.4 The City Council member requesting the event table shall certify that the event hosting organization meets all eligibility requirements prior to submitting a Community Empowerment Fund Table Request.

1.5 Purchased tables shall be for City Council member plus one (1) guest, and then be open to all other City Council Members. If seats are left open, they shall be made available to other city staff members according to the city's standard operating procedure.

1.6 The city shall not advertise for events receiving Community Empowerment Table Funds.

1.7 Receipt of funds does not exempt the hosting organization from adherence to all code codes, policies and procedures.

Section II: Community Empowerment Funds For Organizations.

Applicability:

This Policy applies to City Council members providing funds to directly support organizations.

2.1 Each City Council member shall be entitled to $10,000.00 per fiscal year to directly fund organizations of their choosing.

2.2 A maximum of $1,500.00 can be allocated to any single organization per fiscal year. This does not include any designated funds for Community Empowerment Fund Event Tables.

2.3 Organizations shall only receive funding from one (1) City Council Member per fiscal year.

2.4 Recipient organizations shall not be eligible for any additional funds or waivers during the fiscal year that funding is received.

2.5 Organizations that currently benefit from a City of St. Cloud budget appropriation (including other direct funding, grants, or assistance are not eligible to receive Community Empowerment Funds For Organizations.

2.6 The organization:

- Shall be based in or directly serving St. Cloud.
- Shall directly benefit St. Cloud residents and align with at least one of the city's strategic key focus areas.
- Shall be a registered 501(c)3, 501(c)4, 501(c)5, 501(c)6, 501(c)7 organization.
- Shall be in existence for a minimum of three (3) years.
- Organization shall be non-partisan, non-religious and non-political.
- Shall not discriminate based on race, ethnicity, color, sex, religion, age, national origin, ancestry, citizenship, sexual orientation, gender identity and/or expression, disability, marital status, genetic information, veterans' status or other factors that are protected by law.

2.7 Requests must be submitted a minimum of forty-five (45) days in advance to the Executive Administrative Assistant via a Community Empowerment Fund For Organizations Request Form which must include the required submittal attachments as listed on the application form. Required attachments include:

- IRS Determination Letter
- Articles of Incorporation
- Most recent annual report
- Most recent tax return
- Copy of Annual Budget
- W9
- Vendor form

2.8 The City Council member requesting the Community Empowerment Funds For Organizations shall certify that the organization meets all eligibility requirements prior to submitting a Community Empowerment Fund For Organizations request.

2.9 Recipient organization shall be required to submit a post award update detailing how the funds were utilized to benefit the citizens of St. Cloud no later than September 30th of the fiscal year the funds were received.

2.10 Receipt of funds does not exempt the hosting organization from adherence to all city codes, policies and procedures.

Advertising:

2.11 Recipient organization shall be required to list City of St. Cloud as a sponsor and place city approved logo on all media collateral (print and digital) per the guidelines below:

- City logo must be utilized as well as the text "Sponsored by Council Member (name) and the City of St. Cloud"
- Logo use shall meet all St. Cloud branding guidelines which can be provided by the Communications Department.
- Marketing materials for the event shall include the city logo in any of the approved formats (full color, all white, or all black, with or without the tagline) and be accompanied by text that says Sponsored by Mayor / Deputy Mayor / Council Member / and their name, and the City of St. Cloud in Arial text. The logo used should be high-resolution and not downloaded from a digital source such as the city website, as those versions are low-res and will not produce well.
- When desired by the event organizer, marketing materials may include a photo of the sponsoring Council Member. The City will provide the official photo of the Council Member in high-res when requested.
- Per the city's brand standards, no alterations may be made to the city logo, and there must be clear space on all 4 sides of the logo equal to or greater than the size of the tiles in the logo.
- Draft printed and digital content shall be sent to the city's Communications Department for review to ensure brand compliance **prior** to it being released publicly. Content cannot be released without a written approval from the city's Communications Department.
- Consistent with current procedures, Communications staff will promote the sponsored event on appropriate social media channels in coordination with the posting schedule of other events and activities to ensure we continue to maximize the platforms' algorithms to maintain and build our engagement.
- Digital posts for events will be shared a maximum of up to two months in advance every other week, and then weekly beginning two weeks before the event date.

Administrative Notes

This policy was approved by the City Council by Resolution No. 2026-051R adopted April 9, 2026.

Forms:

Community Empowerment Fund Event Tables Application

Community Empowerment Funds For Organizations Application

_____

Veronica Miller, City Manager

Community Empowerment Fund Event Table Application

Organization Name: _____

Event Location: _____

Event Date: _____

Event Name: _____

Organization Physical Address:

_____

_____

Organization Mailing Address:

_____

_____

Organization Phone #: _____

Executive Director/President: _____

Email Address: _____

Organization Point of Contact (if different from above)

Name: _____

Phone #: _____

Email: _____

Organization Website: _____

Organization Classification (Check One)

☐ 501(c)(3)
☐ 501(c)(4)
☐ 501(c)(5)
☐ 501(c)(6)
☐ 501(c)(7)

Organization Tax Identification #:

_____

Is the Organization Based in the City of St. Cloud?

☐ Yes ☐ No

Does the Organization primarily serve residents of St. Cloud?
☐ Yes ☐ No

How does this organization align with the City's strategic key focus areas: (Check all that apply)

☐ Diverse, Innovative, and Magnetic Economic Development
☐ High-Performing Government
☐ Effective Community Safety
☐ Reliable Transportation Network

How many years has the organization been in existence? _____

Is this organization non-partisan, non-religious, and non-political?
☐ Yes ☐ No

Does this organization discriminate based on race, ethnicity, color, sex, religion, age, national origin, ancestry, citizenship, sexual orientation, gender identity and/or expression, disability, marital status, genetic information, veteran status, or other factors that are protected by law?
☐ Yes ☐ No

Has the organization been made aware that this application must be received a minimum of forty-five (45) days in advance of requested funds and that no funds will be distributed until all required documentation has been received?
☐ Yes ☐ No

I, St. Cloud City Council Member: _____
do hereby certify that the above organization meets all requirements to be eligible to receive Community Empowerment Funds in the amount of:
$_____

Signature: _____
Date: _____

Required Submittals (Check all included)

☐ Invoice
☐ Event Flyer
☐ IRS Determination Letter
☐ Articles of Incorporation
☐ Vendor Form

For Internal Use Only

Date Received: _____
Date All Documents Received: _____
Date Check Sent: _____

Community Empowerment Funds for Organizations Application

Organization Name: _____

Organization Physical Address:

_____

_____

Organization Mailing Address:

_____

_____

Organization Phone #: _____

Executive Director/President: _____
Email Address: _____

Organization Point of Contact (if different from above)

Name: _____
Phone #: _____
Email: _____
Organization Website: _____

Event Name (If Applicable): _____
Event Location: _____
Event Date: _____

Organization Classification (Check One)

☐ 501(c)(3)
☐ 501(c)(4)
☐ 501(c)(5)
☐ 501(c)(6)
☐ 501(c)(7)

Organization Tax Identification #:

_____

Is the Organization Based in the City of St. Cloud?
☐ Yes ☐ No

Does the Organization primarily serve residents of St. Cloud?
☐ Yes ☐ No

How does this organization align with the City's strategic key focus areas: (Check all that apply)

☐ Diverse, Innovative, and Magnetic Economic Development
☐ High-Performing Government
☐ Effective Community Safety
☐ Reliable Transportation Network

How many years has the organization been in existence? _____

Is this organization non-partisan, non-religious, and non-political?
☐ Yes ☐ No

Does this organization discriminate based on race, ethnicity, color, sex, religion, age, national origin, ancestry, citizenship, sexual orientation, gender identity and/or expression, disability, marital status, genetic information, veteran status, or other factors that are protected by law?
☐ Yes ☐ No

Has the organization received any other funding from the City of St. Cloud, including direct funding, grants, or waivers, during the fiscal year?
☐ Yes ☐ No

Has the organization been made aware that they are required to submit a post-award update detailing how the funds were utilized to benefit the citizens of St. Cloud no later than September 30th of the fiscal year the funds were received?
☐ Yes ☐ No

Has the organization been made aware that this application must be received a minimum of forty-five (45) days in advance of requested funds and that no funds will be distributed until all required documentation has been received?
☐ Yes ☐ No

I, St. Cloud City Council Member: _____
do hereby certify that the above organization meets all requirements to be eligible to receive Community Empowerment Funds in the amount of:
$_____

Signature: _____
Date: _____

Required Submittals (Check all included)

☐ IRS Determination Letter
☐ Articles of Incorporation
☐ Most Recent Annual Report
☐ Most Recent Tax Return
☐ Most Recent Annual Budget
☐ W-9
☐ Vendor Form

For Internal Use Only

Date Received: _____
Date All Documents Received: _____
Date Check Sent: _____

Meeting: April 9, 2026

Agenda Item Type: First Readings and Introduction Ordinance No. 2026-23 4-H Exemption City Code Amendment

Community Development Agenda Item:
First Reading and Introduction for Ordinance No 2026-23, an ordinance of the City Council of the City of St. Cloud, Florida, amending St. Cloud City Code Chapter 8 "Animals," Section 8-7 "Exemption for Not-For-Profit Youth or Special Need Adult Organizations"; providing for severability; conflict; codification; publication and an effective date. (Above is full title) (Final Public Hearing will be heard on May 14, 2026) Action on Ordinance No. 2026-23

Strategic Key Focus Areas:
High-Performing Government

Background Information:
This item will be heard at the April 21, 2026 Planning Commission meeting.
This item will be heard at the May 14, 2026 City Council meeting for final adoption.

Legal Authority:

Budget and Recommendation:
There is no cost associated with this item.

Finance Director's Comments:

Procurement Director's Comments:

City Manager's Comments:
City Manager recommends approval

City Council Action:
5/14/26 - Final Action

Attachments:
1. CDA26-00003 Ordinance No. 2026-23 040926 CC2

RETURN TO:
CITY OF ST. CLOUD
COMMUNITY DEVELOPMENT DEPT.
1300 9TH STREET
ST. CLOUD, FL 34769

ORDINANCE NO. 2026-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AMENDING ST. CLOUD CITY CODE CHAPTER 8 'ANIMALS," SECTION 8-7 "EXEMPTION FOR NOT-FOR-PROFIT YOUTH OR SPECIAL NEED ADULT ORGANIZATIONS"; PROVIDING FOR SEVERABILITY; CONFLICT; CODIFICATION; PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of St. Cloud held a public hearing, with all required advertisement, on May 14, 2026, for the purpose of providing recommendations to the City Council regarding the Ordinance amending the City Code and recommended that the City Council adopt the Ordinance amending the City Code for exemptions for not-for-profit youth or special need adult organizations; and

WHEREAS, the Planning Commission held a public hearing on this request on April 21, 2026 at which it made the recommendation of APPROVAL; and

WHEREAS, The City of St. Cloud wishes to support not-for-profit youth and special need adult organizations by implementing additional exemptions for those properties which are annexed into the city limits and do not conform to the established City Code standards;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF ST. CLOUD, FLORIDA, as follows:

SECTION I

Chapter 8 – "Animals", Section 8-7 "Exemption for Not-For-Profit Youth or Special Need Adult Organizations" of the City of St. Cloud City Code are hereby amended as follows (note strikethrough indicates removed words and underlined indicates added):

Sec. 8-7 – Exemption for not-for-profit youth and adult special need organizations.

The raising of otherwise prohibited animals by not-for-profit organizations for youth or special need adults such as 4-H or Future Farmers of America (FFA) for exhibitions, fairs, or the like, is permitted and is not subject to the requirements or limitations herein, provided that the activity is consistent with the requirements established in Section 8-6 for animals in the Agriculture (A) district below and proof of 4-H, FFA or other entity registration for such animals can be provided upon request by the county animal control department supervisor or their authorized animal control officers, or upon request by the city manager or designee. Notwithstanding the foregoing, if at the time of annexation, a property qualified for and received a valid 4-H or Future Farmer's of America exemption under the Osceola County Code, the property shall be considered non-conforming and shall be exempt from the provisions of Section 8-6. The non-conforming status as granted hereunder shall be deemed abandoned and of no effect if:

(1) At least one resident of the property has not participated in a 4-H or FFA program for a period of two (2) consecutive years; or

DRAFT

(2) The owners or owner of the property at the time of annexation into the City sells or leases the property and no longer resides thereon.

SECTION II SEVERABILITY.

It is declared to be the intent of the City Council that, if any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION III CONFLICTS.

This action supersedes all codes and ordinances of the City or parts of, in conflict with this ordinance, to the extent of the conflict.

SECTION IV CODIFICATION.

Sections I of this Ordinance shall be codified in the City Code for the City of St. Cloud, Florida. The codifier is authorized to make editorial changes not affecting the substance of this ordinance in the substitution of "article" for "ordinance", "section" for "paragraph", or otherwise take such editorial license.

SECTION V PUBLICATION AND EFFECTIVE DATE.

This ordinance has been published and shall take effect as provided by law.

First Reading on the 9th day of April 2026.
Second Reading on the 14th day of May 2026.

PASSED AND ADOPTED BY the City Council of the City of St. Cloud, Florida on this 14th day of April 202

CITY OF ST. CLOUD

_____
Christian B. Robertson, Mayor

ATTEST:

_____
Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED:
De Beaubien, Simmons, Knight, Mantzaris, & Neal, LLP

_____
Daniel F. Mantzaris, City Attorney

DRAFT

City of St. Cloud

FY26 Warrant List #6

03/01/26 to 03/27/26

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
3/5/2026	22545 BIG DOG EXPRESS OF SOUTH FL INC		6,642.22
		VEGETATIVE WASTE DISPOSAL	
3/5/2026	22546 BOUNDTREE MEDICAL, LLC		4,099.44
		FIRE MEDICAL SUPPLIES	
		FIRE MEDICAL SUPPLIES	
		FIRE MEDICAL SUPPLIES	
		FIRE MEDICAL SUPPLIES	
3/5/2026	22547 FITNESS CF		3,041.44
		FEBRUARY 2026 PREM EMPLY PAYROLL DEDUCT GYM MEM	
3/5/2026	22548 GUARDIAN COMMUNITY RESOURCE MAN INC		29,726.58
		TASK/GRANT AUTHORIZATION OCT 2025	
		TASK AUTHORIZATION FOR GRANT ADMIN OCT 2025	
		GRANT AUTHOR NOV-DEC25 SEPTIC TO SEWER PROJ	
		TASK AUTHORIZATION FOR GRANT ADMIN NOV-DEC 2025	
3/5/2026	22549 HABITAT FOR HUMANITY GREATER		11,105.67
		ROOF REPLACEMENT(FY23-24) 516 INDIANA AVE	
		DELIVERY COST NOV25	
3/5/2026	22550 HUMANA INSURANCE COMPANY		4,028.47
		FEBRUARY 2026 FSA PREMIUM GROUP VISION INSURANCE	
		FEBRUARY 2026 FSA PREMIUM GROUP VISION INSURANCE	
3/5/2026	22551 JOHNS EASTERN COMPANY, INC (CLAIMS)		22,619.56
		FEBRUARY EOM 2026 WORKERS COMP CLAIMS	
3/5/2026	22552 JOHNSTON'S SURVEYING, LLC		1,800.00
	PR1906 TRAIL EXT LAKE TO CHISHOL	CHISHOLM PARK TRAIL PROJ	
3/5/2026	22553 LYNCH OIL		1,051.17
		FUEL DELIVERY 02/17/26	
		FUEL DELIVERY 02/20/26	
3/5/2026	22554 MERMAID AQUATICS, LLC		1,800.00
	PRC026 MERMAID AQUATICS	RED CROSS CLASSES FEB26	

City of St. Cloud

FY26 Warrant List #6

03/01/26 to 03/27/26

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
3/5/2026	22555 METROPOLITIAN LIFE INSURANCE CO.		40,412.86
		FEBRUARY 2026 PREM GROUP DENTAL INS GRP#5760484	
		FEBRUARY 2026 PREM GROUP DENTAL INS GRP#5760484	
		FEBRUARY 2026 PREM GROUP DENTAL INS GRP#5760484	
		FEBRUARY 2026 PREM GROUP DENTAL INS GRP#5760484	
3/5/2026	22556 ORANGE COUNTY BOARD OF COUNTY		4,312.21
		PARAMEDIC PROGRAM FOR A.REVULETA	
3/5/2026	22557 PETROLEUM TRADERS CORP.		43,625.31
		ULTRA LOW #2 FUEL PO NUM 085566	
		87 CONVENTIONAL FUEL PO NUM 085563	
3/5/2026	22558 POINT AND PAY, LLC.		16.00
		JANUARY 2026 INVOICE 32 E CHECKS	
3/5/2026	22559 RAFTELIS		6,424.25
		CONSULTING SERVICES CD SRVCS THRU 1/1/26-1/31/26	
		PROFESSIONAL SERVICES CIP SRVCS 1/1/26-1/31/26	
3/5/2026	22560 SCHOOL DISTRICT OF OSCEOLA COUNTY		144.00
		CITATION FEES DUE TO SDOC WEEK ENDING (02/20/2026)	
3/5/2026	22561 STANDARD INSURANCE COMPANY		18,261.98
		PAYMENT OF DUES FOR GROUP LIFE INSURANCE	
		PAYMENT OF DUES FOR GROUP LIFE INSURANCE VOLUNTARY	
		PAYMENT OF DUES FOR LONG TERM DISABILITY	
3/5/2026	22562 THE LUNZ GROUP		2,701.35
	PS2409 FIRE HEADQUARTERS RENOV	BIDDING & CONSTRUCTION FIRE ADMIN BLDG 24151.01	
3/5/2026	22563 WASTE CONNECTIONS OF OSCEOLA COUNTY		195,387.72
		CONSTRUCTION DEMOLITION 2/2/26 - 2/6/26	
		CONSTRUCTION DEMOLITION 2/16/26 - 2/20/26	
		CONSTRUCTION DEMOLITION 2/9/26 - 2/13/26	
		MSW DISPOSAL 2/9/26 - 2/14/26	
		MSW DISPOSAL 2/11/26	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		MSW DISPOSAL 2/2/26 - 2/7/26	
		MSW DISPOSAL 2/16/26 - 2/21/26	
3/5/2026	22564 WRIGHT-PIERCE		10,163.83
	ST2604 RUMMELL ROAD ROUNDABOUT	RUMMEL ROUNDABOUT SRVCS THRU 1/30/26	
	ST2305 MASSACHUSETTS AVE EXT	MASS AVENUE EXTENSION SRVCS THRU 1/30/26	
	ST2307 17TH STREET EXTENSION	17TH STREET EXTENSION SRVCS THRU 1/30/26	
3/5/2026	22565 YOUR EVENTS BY L&L LLC		1,895.00
	PRC024 YOUR EVENTS BY L&L	THE RANCH ST CLOUD SRVCS 12/2/25 - 1/31/26	
3/5/2026	22566 24SEVEN GRAPHIC DESIGN & SUPPLY, IN		2,300.00
		VEHICLE GRAPHICS VEH:11-54	
3/12/2026	22567 ARNCO CONSTRUCTION, INC.		518,258.53
	PS2409 FIRE HEADQUARTERS RENOV	FIRE ADMIN THRU 2/28/26	
3/12/2026	22568 BIG DOG EXPRESS OF SOUTH FL INC		7,146.57
		VEGETATIVE WASE DISPOSAL	
3/12/2026	22569 DEBEAUBIEN, KNIGHT, SIMMONS		16,732.00
		SERVICES THRU 02/28/26 GENERAL BUSINESS	
3/12/2026	22570 DIGITECH COMPUTER LLC		10,166.56
		MEDICAL BILLING JAN26	
3/12/2026	22571 DISTINCTIVE CARE MD LLC		2,542.00
		MEDICAL DIRECTION MAR26	
3/12/2026	22572 FIFTH THIRD BANK		537,188.50
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
3/12/2026	22573 FISHER SAFETY		5,020.50
		FIRE EQUIPMENT	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
3/12/2026	22574 FL STATE LODGE FRAT.ORDER POLICE		1,260.00
		PAYROLL SUMMARY	
3/12/2026	22575 FOSTER & FOSTER, INC.		12,600.00
		OPEB(GASB 75)FULL VAL FOR FY ENDING 09/30/2025	
3/12/2026	22576 GAME OFFICIALS, INC.		2,380.00
		YOUTH BASKETBALL REFEREES 02/16/26-02/21/26	
		YOUTH BASKETBALL REFEREES 2/23/26-2/28/26	
3/12/2026	22577 MCCI, LLC		10,014.37
		NEOGOV INTEGRATION 11/15/2024 FINAL 50%	
3/12/2026	22578 MISSIONSQUARE RETIREMENT		17,490.65
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
3/12/2026	22579 NATIONWIDE RETIREMENT SOLUTIONS INC		24,565.65
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
3/12/2026	22580 NEXTRAN TRUCK CENTER		425,221.50
		MACK 26 LR64R V#M012941 UNIT# 5-127	
		MACK 26 LR64R V#M012941 UNIT# 5-127	
3/12/2026	22581 ORLANDO UTILITIES COMMISSION		92,212.35
		FEB 2026 ELECTRIC BILL	
		FEB 2026 ELECTRIC BILL	
		FEB 2026 ELECTRIC BILL	
		FEB 2026 ELECTRIC BILL	
		FEB 2026 ELECTRIC BILL	
		FEB 2026 ELECTRIC BILL	
		FEB 2026 ELECTRIC BILL	
		FEB 2026 ELECTRIC BILL	
		FEB 2026 ELECTRIC BILL	
		FEB 2026 ELECTRIC BILL	
		FEB 2026 ELECTRIC BILL	
		FEB 2026 ELECTRIC BILL	
		FEB 2026 ELECTIC BILL JUFCOMTECH	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		FEB 2026 ELECTIC BILL ALLOCATION	
		FEB 2026 ELECTIC BILL ALLOCATION	
		FEB 2026 ELECTIC BILL ALLOCATION	
		FEB 2026 ELECTIC BILL ALLOCATION	
		FEB 2026 ELECTIC BILL ALLOCATION	
		FEB 2026 ELECTIC BILL ALLOCATION	
		FEB 2026 ELECTIC BILL ALLOCATION	
		FEB 2026 ELECTIC BILL ALLOCATION	
		FEB 2026 ELECTIC BILL ALLOCATION	
		FEB 2026 ELECTRIC BILL	
		FEB 2026 ELECTIC BILL JUFCOMTECH	
		FEB 2026 ELECTIC BILL JUFCOMTECH	
		FEB 2026 ELECTIC BILL ALLOCATION	
		FEB 2026 ELECTRIC BILL	
		FEB 2026 ELECTRIC BILL	
		FEB 2026 ELECTIC BILL ALLOCATION	
		FEB 2026 ELECTIC BILL ALLOCATION	
		FEB 2026 ELECTIC BILL ALLOCATION	
		FEB 2026 ELECTIC BILL JUFCOMTECH	
3/12/2026	22582 OSCEOLA ENGINEERING, INC.		**5,000.00**
	PS2401 PUBLIC SAFETY COMPLEX-PH1	SRVCS CONSULTANT FEB26 24-007-2 PUBLIC SAFETY	
3/12/2026	22583 PASSPORT LABS, INC.		**229.07**
		FEB 2025 MERCHANT MOBILE PAY PARKING FEE	
3/12/2026	22584 SCHOOL DISTRICT OF OSCEOLA COUNTY		**506,634.00**
		CITATION FEES DUE TO SDOC WEEK ENDING (02/27/2026)	
		EDUCATION IMPACT FEES COLLECTED FEBRUARY 2026	
3/12/2026	22585 SEMCO CONSTRUCTION, INC.		**654,652.14**
		FINAL RETAINAGE PAYOUT PROJECT # PR2106	
3/12/2026	22586 SONG & ASSOCIATES, INC.		**5,458.08**
	PS2104 FIRE STATION 32 REBUILD	SERVICES THRU 2/27/26 NEW SCFD FS#32	
3/12/2026	22587 TEN-8 FIRE EQUIPMENT		**16,016.73**
		COOLANT LEAK UNIT#11-45 RO#64794-1	
		OIL LEAKS UNIT#11-45 RO#64991-1	

City of St. Cloud

FY26 Warrant List #6

03/01/26 to 03/27/26

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
3/19/2026	22588 ANN MARIE KNOWLTON		187.50
	PRC022 ZUMBA CLASSES	ZUMBA CLASS FEB26	
3/19/2026	22589 ARNCO CONSTRUCTION, INC.		1,633,089.57
	PS2103 FIRE STATION 35 NEW BUILD	FS#35 WORK COMPLETED THRU 02/28/26	
	PS2104 FIRE STATION 32 REBUILD	FS#32 WORK COMPLETED THRU 02/28/26	
3/19/2026	22590 CHAPCO FENCE, LLC		5,167.67
		BMX PARK GATE REPAIR	
		PEGHORN WAY GATE/ROLLERS	
3/19/2026	22591 DANA SAFETY SUPPLY, INC.		53,234.46
		UNIT 12-511 RO# 593130	
		UNIT 12-511 RO# 593130	
		UNIT 12-512 RO# 593130	
		UNIT 12-512 RO# 593130	
3/19/2026	22592 FLORIDA DECORATING CENTERS, INC.		4,536.54
		BREAKROOM EXHAUST FAN	
3/19/2026	22593 GAI CONSULTANTS INC.		1,534.75
		SERVICES 10/12/25-11/8/25	
3/19/2026	22594 GEORGE E. ALVARADO		971.25
	PRC023 FUTSAL TERRA INDR SOCCER	FUTSAL-INDOOR SOCCER FEB26	
3/19/2026	22595 HABITAT FOR HUMANITY GREATER		3,057.84
		DELIVERY COST DEC25	
		DELIVERY COST DEC25	
3/19/2026	22596 HALO BUILDING SERVICES, LLC		34,379.63
		JANITORIAL SERV FEB26	
3/19/2026	22597 KISSIMMEE UTILITY AUTHORITY		42,077.33
	PS2103 FIRE STATION 35 NEW BUILD	FIRE STATION 35 RELOCATE PROJECT PS2103	
3/19/2026	22598 LYNCH OIL		2,442.02

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		FUEL DELIVERY 3/3/26	
		FUEL DELIVERY 2/24/26	
		FUEL DELIVERY 2/27/26	
3/19/2026	22599 NAFECO, INC.		5,269.05
		SHIRT J.STAHL	
		PANT S.RAMIREZ	
		POLO A.ROGRIGUEZ	
		SHIRT JONES.N	
		SHIRT C.ACHKHANIAN	
		TIE R.FOSTER	
		SHIRT E.KERSEY	
		RAINCOAT E.ORTIZ	
		RAINCOAT K.PEARISH	
		RAINCOAT K.MANKA	
		PANT HIDALGO	
		RAINCOAT J.SEVILLA	
		PANT STAHL	
		SOCKS P.TROMBINO	
		JACKET G.JOHNSON	
		PANT P.TROMBINO	
		JOGGER SEVILLA	
		SHIRT J.PUERTO	
		SAFETY VEST NEWHIRE	
		NAMEBAR H.BRASS	
		PANT J.LUCAS	
		SHORT S.THOMAS	
		SHIRT M.EVANS	
		SHIRT D.FOX	
		PANT J.PUERTO	
		PANT T.HARCUS	
		PANT S.MCCALLISTER	
		SHORT M.BAEZ	
		PANT ROZO	
		POLO P.BARTLETT	
		PANT S.STEELE	
		BELT A.JONES	
		PANT A.JONES	
		CUFF FITZ	
		CUFF G SAN JIM	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		ALTERATIONS	
		POLO DOMINGUEZ	
		PANT M.DELACRUZ	
		POLO J.ADHEMAL	
		SAFETY VEST R.ENNIS	
		POLO M.MARTINEZ	
		POLO D.GOODWIN	
		POLO R.ENNIS	
		SHIRT WISE	
		JOGGER PEARISH.N	
		POLO R.ENNIS	
		RAINCOAT ROZO	
		PANT MEEKER	
		POLO S.STEELE	
		POLO K.BARTLETT	
3/19/2026	22600 OSCEOLA ENGINEERING, INC.		385.00
	PS2103 FIRE STATION 35 NEW BUILD	SERVICE CONSULTANT NOV25 21-049 FS#35	
3/19/2026	22601 PETROLEUM TRADERS CORP.		32,214.35
		ULTRA LOW SULFUR #2 FUEL PO NUM 085567	
3/19/2026	22602 PREFERRED GOVERNMENTAL INSURANCE		35,095.88
		WORKERS COMP INSURANCE 10/01/2024-10/01/2025	
		PACKAGE DEDUCTIBLE BILLED MARCOS, JOEL 441930	
3/19/2026	22603 PURVIS, GRAY AND COMPANY		65,000.00
		FIRST PROGRESS BILLING	
3/19/2026	22604 SCHOOL DISTRICT OF OSCEOLA COUNTY		276.00
		CITATION FEES DUE TO SDOC WEEK ENDING (02/06/2026)	
		CITATION FEES DUE TO SDOC WEEK ENDING (03/06/2026)	
3/19/2026	22605 SOUTHEASTERN SURVEYING & MAPPING		4,385.00
		WHALEY GROVES SRVCS 12/16/25 - 2/1/26	
		CROSS PRAIRIE PHASE 1A SRVCS 9/4/25 - 3/1/26	
		EDGEWATER PHASE 2 SRVCS 12/15/25 - 3/1/26	
3/19/2026	22606 STRYKER SALES CORPORATION		25,863.63

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		KIT & TRAINER DESFIBRILLATOR	
		KIT & TRAINER SHIPPING	
		KIT & CARRY CASE SHIPPING	
		KIT & CARRY CASE DESBRILLATOR	
3/19/2026	22607 SUMMIT GROUP CONSULTING, LLC		750.00
		FEMA CONSULTING SERVICES 2/1/26 - 2/28/26	
3/19/2026	22608 UNIVERSAL PROTECTION SERVICE, LLC		1,775.37
		BILLING PD 2/1-28/26	
3/19/2026	22609 WASTE CONNECTIONS OF OSCEOLA COUNTY		68,433.46
		CONSTRUCTION DEMOLITION 2/23/26 - 2/27/26	
		MSW DISPOSAL 2/23/26 - 2/28/26	
		TIRE DISPOSAL 2/25/26	
3/19/2026	22610 WRIGHT-PIERCE		31,161.90
	PR2503 DOCK REPAIRS	MARINA DOCK REPAIRS SRVCS THRU 2/27/26	
		LONG TERM CARE REDUCTION SRVCS THRU 2/27/26	
		TRANSFER STATION DESIGN SRVC THRU 2/27/26	
3/26/2026	22611 AT TRAILER CENTER		17,499.50
		PD ENCLOSED CARGO TRAILER UNIT NUMBER 12-529	
3/26/2026	22612 BIG DOG EXPRESS OF SOUTH FL INC		8,582.56
		VEGETATIVE WASTE DISPOSAL	
3/26/2026	22613 BOUNDTREE MEDICAL, LLC		5,318.90
		FIRE MEDICAL SUPPLIES	
		FIRE MEDICAL SUPPLIES	
3/26/2026	22614 DELL MARKETING L.P.		70,000.00
		DELL PRO SLIM PLUS TOWERS	
3/26/2026	22615 FIFTH THIRD BANK		539,157.36
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
3/26/2026	22616 FISHER SAFETY		196,840.45
		FIRE EQUIPMENT	
		FIRE EQUIPMENT	
3/26/2026	22617 FL STATE LODGE FRAT.ORDER POLICE		1,242.50
		PAYROLL SUMMARY	
3/26/2026	22618 GAI CONSULTANTS INC.		602.70
		SERVICES THRU 01/10/26	
3/26/2026	22619 KISSIMMEE UTILITY AUTHORITY		779.51
		METER SERVICE 02/05/26-03/07/26	
		METER SERVICE 02/05/26-03/07/26	
		METER SERVICE 02/05/26-03/07/26	
3/26/2026	22620 MISSIONSQUARE RETIREMENT		17,404.94
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
3/26/2026	22621 NAFECO, INC.		1,114.20
		BELT A.MILLER	
		RAINCOAT K.BARTLETT	
		RAINCOAT J.ADHEMAL	
		RAINCOAT S.STEELE	
		SHIRT A.ECKSTEIN	
		POLO S.RAMIREZ	
		BELT X.MOCTEZUMA	
		FLAG A.MILLER	
		SAFETY VEST	
		SHIRT BERTOLANI	
		JACKET B.HOOVER	
		PANT J.LUCAS	
3/26/2026	22622 NATIONWIDE RETIREMENT SOLUTIONS INC		27,086.84
		PAYROLL SUMMARY	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		PAYROLL SUMMARY	
3/26/2026	22623 PETROLEUM TRADERS CORP.		28,047.38
		87 CONVENTIONAL FUEL PO NUM 085564	
3/26/2026	22624 SCHOOL DISTRICT OF OSCEOLA COUNTY		36.00
		CITATION FEES DUE TO SDOC WEEK ENDING (03/13/2026)	
3/26/2026	22625 TESSAH IVEY ENTERPRISES, LLC		448.75
	PRC010 BATON LESSONS	BATON TWIRLING FEB26	
3/26/2026	22626 4IMPRINT, INC		1,435.71
		BUSINESS CARD NOTEBOOK & MWECURY STYLUS PEN	
		SEATTLE PEN , STICKY MEMO & SET UP CHARGE	
		FREIGHT ON OFFICE SUPPLIES	
		FREIGHT FOR SUPPLIES	
3/5/2026	301721 ACCESS SOLUTIONS CORP.		120.00
		REMOVED BROKEN KEY AT THE POOL BLDG	
3/5/2026	301722 AFLAC		5,149.45
		FEBRUARY 2026 EMPLY VLNTR AFLAC ACCT:0RP71	
3/5/2026	301723 APEC LLC		489,660.60
	ST2501 MASTER PLAN PAVING	ASPHALT OVERLAY AS OF 01/30/26	
3/5/2026	301724 AYRES ASSOCIATES, INC.		7,000.00
		SERVICES THRU 01/24/26	
3/5/2026	301725 BULK EXPRESS TRANSPORT, LLC		6,007.95
		SUPPLEMENTAL WASTE HAULNG	
		SUPPLEMENTAL WASTE HAULNG	
3/5/2026	301726 CARRIER ENTERPRISE, LLC		9,846.00
	PS2104 FIRE STATION 32 REBUILD	AC UNIT FIRE STATION 32	
	PS2104 FIRE STATION 32 REBUILD	AC UNIT FIRE STATION 32	
	PS2104 FIRE STATION 32 REBUILD	AC UNIT FIRE STATION 32	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
3/5/2026	301727 CIGNA HEALTH AND LIFE INSURANCE CO		108,700.00
		FEBRUARY 2026 ADMIN FEE STOP LOSS COVERAGE	
		FEBRUARY 2026 ADMIN FEE STOP LOSS COVERAGE	
		FEBRUARY 2026 ADMIN FEE STOP LOSS COVERAGE	
		FEBRUARY 2026 AMDIN FEE STOP LOSS COVERAGE	
3/5/2026	301728 CITY OF ST CLOUD		25,846.00
		EDUCATION IMP FEES ERROR REISSUE CK# 301383	
		EDUCATION IMP FEES ERROR REISSUE CK# 301383	
3/5/2026	301729 CLAUDIA KLOCKARS		306.80
		C. KLOCKARS, FACE FUND OF CODE ENFC, T26143, T101	
3/5/2026	301730 MISC CUSTOMER REFUNDS		200.00
		REFUND OF FEES COMMUNITY HOUSE	
3/5/2026	301731 COSTAR REALTY INFORMATION, INC.		1,163.51
		SERVICES 2/1/26-2/28/26	
3/5/2026	301732 CRS, INC.		70,386.37
	PS2104 FIRE STATION 32 REBUILD	FS#32 ROOF AND INSULATION	
	PS2104 FIRE STATION 32 REBUILD	FS#32 ROOF AND INSULATION	
	PS2104 FIRE STATION 32 REBUILD	FS#32 ROOF AND INSULATION	
3/5/2026	301733 DAVID HUNTER		14.85
		DAVID HUNTER, FL WINTER FIRE GAMES, T26078, T102	
3/5/2026	301734 DISASTER RECOVERY SERVICES, LLC		25,000.00
		GRANT CENTRAL CONSULTING SERVICES	
3/5/2026	301735 MISC CUSTOMER REFUNDS		250.00
		REFUND OF DEPOSIT FEES CANNERY PARK	
3/5/2026	301736 GREEN BEHR PEST CONTROL & TERMITES		210.00
		PEST CONTROL JAN26	
3/5/2026	301737 IHEARTMEDIA & ENTERTAINMENT INC.		1,350.00
	PRE045 PAINT THE CLOUD GREEN	MC SERVICES 03/14/26	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
3/5/2026	301738 INSPIRE PLACEMAKING COLLECTIVE, INC		2,085.00
		SERVICE THRU 01/31/26	
3/5/2026	301739 JAMIE DEMELO		0.00
		JAMIE DEMELO, 2026 NGMA ANN GRANTS, T26112, T101	
		JAMIE DEMELO, CK 301739 DID NOT ATTEND	
3/5/2026	301740 MISC CUSTOMER REFUNDS		275.00
		REFUND OF FEES LAKEFRONT PARK PAVILION	
3/5/2026	301741 JESSICA GARCIA		188.55
		JESSICA GARCIA, STARFISH SWIMMING, T26137, T101	
3/5/2026	301742 JUSTIFACTS CREDENTIAL VERIFICATION		171.93
		EMPLY BACKGROUND CHECKS	
3/5/2026	301743 KARLA RODRIGUEZ		232.70
		K.RODRIGUEZ ENGAGE 2026 T26052 101	
3/5/2026	301744 KELLY L. LACOE		232.70
		K.LACOE ENGAGE 2026 T26060 101	
3/5/2026	301745 KONICA MINOLTA BUSINESS SOLUTIONS		1,545.67
		COPIER LEASE 1/1-31/26 CODE ENFORCEMENT	
		COPIER LEASE 1/1-31/26 COMMUNITY CENTER	
		COPIER LEASE 1/1-31/26 CANNERY PARK	
		COPIER LEASE 1/1-31/26 CIVIC CENTER	
		COPIER LEASE 1/1-31/26 AQUATICS DECKHOUSE	
		COPIER LEASE 1/1-31/26 COMMUNITY DEVELOPMENT	
3/5/2026	301746 LESLIE E. FLORES		0.00
		LESLIE FLORES, CK 301746 DID NOT ATTEND	
		LESLIE FLORES, 2026 NGMA ANN GRANTS, T26110, T101	
3/5/2026	301747 LIBERTY NATIONAL LIFE INSURANCE CO		1,853.57
		FEBRUARY 2026 INSURANCE PREMIUM DUES	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
3/5/2026	301748 MISC CUSTOMER REFUNDS		155.75
		REFUND OF TAXES THE RANCH	
		REFUND OF TAXES THE RANCH	
3/5/2026	301749 MEDCOM BENEFIT SOLUTIONS		255.00
		FEBRUARY FSA MONTHLY ADMIN FEE	
3/5/2026	301750 MEDLINE INDUSTRIES, LP		323.88
		FIRE MEDICAL SUPPLIES	
		FIRE MEDICAL SUPPLIES	
3/5/2026	301751 MISC CUSTOMER REFUNDS		155.75
		REFUND OF TAXES THE RANCH	
		REFUND OF TAXES THE RANCH	
3/5/2026	301752 MISC CUSTOMER REFUNDS		131.25
		REFUND OF TAXES THE RANCH	
		REFUND OF TAXES THE RANCH	
3/5/2026	301753 MUNICIPAL EQUIPMENT COMPANY, LLC		1,979.85
		FIRE UNIFORMS/EQUIPMENT	
3/5/2026	301754 PACT OF FAITH		1,125.00
	PRC032 JAPANESE LANGUAGE PROGRM	JAPANESE CLASSES JAN26	
3/5/2026	301755 POLICE AND FIREMANS INSURANCE ASSOC		2,882.68
		FEBRUARY 2026 POLICE AND FIREMANS INS ASSC FEE	
		FEBRUARY 2026 POLICE AND FIREMANS INS ASSC FEE	
3/5/2026	301756 PREFERRED MATERIALS, INC.		194.97
		ASPHALT-RECEIVED 2/16/26	
		ASPHALT-RECEIVED 2/11/26	
3/5/2026	301757 MISC CUSTOMER REFUNDS		676.00
		REFUND OF DEPOSIT FEES COMMUNITY CENTER	
		PARTIAL REFUND OF FEES COMMUNITY CENTER	
3/5/2026	301758 REDEVELOPMENT MANAGEMENT ASSOCIATES		738.00

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		CRA PROFFESIONAL CONSULT SRVCS THRU 12/31/25	
3/5/2026	301759 REHRIG PACIFIC COMPANY		79,768.50
		GARBAGE ROC BURGUNDY, BLUE AND FOREST FREIGHT	
		EG GARBAGE ROC BURGUNDY, PAPSI BLUE & FOREST GR	
3/5/2026	301760 RINGCENTRAL, INC		9,193.27
		PAYMENT OF AVAYA INVOICE #CD_001369304	
3/5/2026	301761 MISC CUSTOMER REFUNDS		500.00
		REFUND OF DEPOSIT LAKEFRONT PARK	
3/5/2026	301762 SD DATA CENTER		1,190.00
		COLOCATION-NETWORK & CONNECTIVITY MAR26	
		COLLOCATION CABINET MLB01 MAR26	
3/5/2026	301763 SHAYLEEN VALDIVIA		89.37
		SHAYLEEN VALDIVIA, BOAF PERMIT TECH, T26130, T101	
3/5/2026	301764 SHELLA NEWTON		188.55
		SHELLA NEWTON, STARFISH SWIMMING, T26138, T101	
3/5/2026	301765 STAPLES BUSINESS ADVANTAGE		21,282.20
		SCRUBBER MODEL T600E EQUIP # 9-30	
3/5/2026	301766 STEPHANIE STREETER		58.52
		STEPHANIE STREETER, 2026 LEGISLATIVE, T26106, T102	
3/5/2026	301767 TURF TANK		16,000.00
		TURF TANK SOFTWARE YR 2 OF 3 1/14/26-1/13/27	
3/5/2026	301768 VERRA MOBILITY		2,160.00
		CITATIONS & CERT NOTICES 2/1/26 - 2/28/26	
3/5/2026	301769 WESCO TURF, INC.		2,453.58
		STEEL DRAG MATS & LABOR TORO SAND PRO	
3/5/2026	301770 WEX BANK		1,584.38

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		FUEL PURCHASE FEB26	
3/12/2026	301773 ALABAMA CHILD SUPPORT PAYMENT		23.08
		PAYROLL SUMMARY	
3/12/2026	301774 AYRES ASSOCIATES, INC.		3,042.50
		SEVICES THRU 02/21/26	
3/12/2026	301775 MISC CUSTOMER REFUNDS		207.52
		CLOSING ESCROW ACCOUNT REISSUE CHECK 298042	
3/12/2026	301776 CENTRAL FLORIDA GAS		3,019.55
		SERV 01/13/26-02/11/26	
3/12/2026	301777 CORPORATE RESORT SERVICES		1,400.00
	PRE045 PAINT THE CLOUD GREEN	GLOW GAMES AND LED LIGHTS ST PATRICK'S DAY EVENT	
3/12/2026	301778 DALTON STUDIO		2,600.00
		HISTORICAL PRESERVATION SRVICES 1/1/26-1/31/26	
3/12/2026	301779 EBIX INC.		833.33
		SERVICES 2/1/26-2/28/26 ACTUAL ACCOUNTS 296	
3/12/2026	301780 FIRST UNITED METHODIST CHURCH OF		6,000.00
		PARKING LOT RENTAL FOR 10/1/2025 THRU 9/30/2026	
3/12/2026	301781 FISHER & PHILLIPS LLP		162.50
		FIRE NEGOTIATIONS THRU 01/31/26	
3/12/2026	301782 GEAR WASH		427.44
		FIRE UNIFORMS REPAIR AND CLEANING	
		FIRE UNIFORMS REPAIR AND CLEANING	
3/12/2026	301784 GENUINE PARTS COMPANY		103,698.33
		BUILDING MAINTENANCE EXPENSE	
		FLEET SERVICES FUEL EXPENSE	
		ROADS EXPENSE	
		SOLID WASTE TRANSFER STATION EXPENSE	

Date	Check Number	Vendor Name/ Project	Transaction Description	Amount
			PARKS AND REC.- PARKS EXPENSE	
			PARKS AND REC.-RECREATION EXPENSE	
			FLEET SERVICES SUPPLIES EXPENSE	
			STORMWATER EXPENSE	
			TRAFFIC EXPENSE	
			PARKS AND REC. BEAUIFICATION EXPENSE	
			TURF MAINTENANCE EXPENSE	
			SOLID WASTE-COLLECTIONS EXPENSE	
			POLICE DEPARTMENT EXPENSE	
			TOHO WATER #420 EXPENSE	
			FIRE DEPARTMENT EXPENSE	
			FIRE - EMS EXPENSE	
			CIVIL ENGINEERING EXPENSE	
			FLEET RO CLEARING ACCOUNT	
			BUILDING DEPARTMENT EXPENSE	
			FLEET SERVICES EXPENSE	
3/12/2026	301785	GEORGIA DEPT. OF HUMAN SERVICES		9.66
			PAYROLL SUMMARY	
3/12/2026	301786	GREEN BEHR PEST CONTROL & TERMITES		735.00
			PEST CONTROL FEB26	
3/12/2026	301787	HEWLETT PACKARD ENTERPRISE CO.		6,370.98
			SERVICES 6/1/25-6/30/25	
3/12/2026	301788	JULIANNE SOLLAZZO		299.00
			SHRM MEMBERSHIP REIMBURSEMENT	
3/12/2026	301789	LEE CHEMICAL CORP.		6,806.74
			PRESSURE WASHER	
3/12/2026	301790	MASCHMEYER CONCRETE CO. OF FLORIDA		517.50
			READY MIX CONCRETE-ROADS	
3/12/2026	301791	MATTHEW E. BAKKER		259.60
			M.BAKKER POLICE INTERNAL AFFAIRS T26121 101	
3/12/2026	301792	MECHANICAL SERVICES OF CENTRAL		9,043.00

Date	Check Number	Vendor Name / Project	Transaction Description	Amount
			DUCT HUMIDITY SENSORS DEC25	
3/12/2026	301793	MEDLINE INDUSTRIES, LP		202.09
			FIRE MEDICAL SUPPLIES	
3/12/2026	301794	MUNICIPAL EQUIPMENT COMPANY, LLC		88,783.20
			FIRE UNIFORMS	
3/12/2026	301795	MISC CUSTOMER REFUNDS		180.00
			REFUND OF TAXES THE RANCH MAIN BARN	
			REFUND OF TAXES THE RANCH MAIN BARN	
3/12/2026	301796	OSCEOLA LEGISLATIVE EFFORT, INC.		35,000.00
			OSCEOLA LEGISTALIVE EFFORT 25-26	
3/12/2026	301797	POLARIS SALES INC.		52,902.57
			RANGER CREW XP 1000 UNIT# 23-31	
3/12/2026	301798	PREFERRED MATERIALS, INC.		1,075.82
			ASPHALT-RECEIVED 2/26/26	
			ASPHALT-RECEIVED 2/23/26	
			ASPHALT-RECEIVED 2/26/26	
			ASPHALT-RECEIVED 2/19/26	
			ASPHALT-RECEIVED 2/18/26	
			ASPHALT-RECEIVED 2/24/26	
3/12/2026	301799	QUALITY PLUS RECONSTRUCTION LLC		49,442.83
			WINDOW REPLACEMENT CITY A & B	
3/12/2026	301800	SILVER SPURS CLUB, INC.		105.00
			REFUND PERMIT FEES FOR SPECIAL EVENT SE-25-15	
3/12/2026	301801	MISC CUSTOMER REFUNDS		68.37
			CLOSE ESCROW ACCT INACTIV VOID & REISSUE CK#298197	
3/12/2026	301802	SWARTZ ASSOCIATES, INC.		4,998.00
			GRILLS FOR PARKS	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
3/12/2026	301803 T-MOBILE USA, INC.		50.00
		SUBPOENA RECORDS	
3/12/2026	301804 TOHOPEKALIGA WATER AUTHORITY		36,225.00
		BILLING AND COLLECTIO SERVICES FOR MAR 2026	
		BILLING AND COLLECTIO SERVICES FOR MAR 2026	
3/12/2026	301805 WE DARE TO CARE INC.		50.00
		PAYROLL SUMMARY	
3/19/2026	301808 ACCESS SOLUTIONS CORP.		1,428.83
		DUPLICATE KEYS REQUEST.	
		RE-KEY OF A STANDARD LOCK AT SOLID WASTE	
		REPLACE LATCH RETRACTION KIT AT CITY HALL	
		RE-KEY OF A STANDARD LOCK CANNERY PARK	
		DUPLICATE KEY- FOR NEW FIRE ADMIN	
		ISSUES WITH STRIKE ON DOOR AT PD	
3/19/2026	301809 MISC CUSTOMER REFUNDS		500.00
		REFUND OF DEPOSIT THE RANCH	
3/19/2026	301810 MISC CUSTOMER REFUNDS		250.00
		REFUND OF DEPOSIT CANNERY PARK	
3/19/2026	301811 MISC CUSTOMER REFUNDS		1,000.00
		REFUND OF DEPOSIT COMMUNITY CENTER	
		REFUND OF DEPOSIT COMMUNITY CENTER	
3/19/2026	301812 APPLIED AQUATIC MANAGEMENT, INC.		1,559.98
		AQUATIC PLANT MANG FEB26	
3/19/2026	301813 MISC CUSTOMER REFUNDS		472.46
		BILLING ACCT# DSTCL4731 A. MEJIA DOS:03/13/2025	
3/19/2026	301814 MISC CUSTOMER REFUNDS		772.00
		BILLING ACCT# DSTCL8185 M.SIDDIQUI DOS 11/21/2025	
3/19/2026	301815 BRIGHTLY SOFTWARE, INC		5,386.50
		CONSULTING SERVICE 10/1/25-12/31/25	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
3/19/2026	301816 BULK EXPRESS TRANSPORT, LLC		3,846.62
		SUPPLEMENTAL HAULING	
		SUPPLEMENTAL HAULING	
3/19/2026	301817 MISC CUSTOMER REFUNDS		100.48
		BILLING ACCT# DSTCL8260 V.INVERGOR DOS 10/09/2025	
3/19/2026	301818 MISC CUSTOMER REFUNDS		83.94
		BILLING ACCT# DSTCL8983 R. BERG DOS 11/07/2025	
3/19/2026	301819 MISC CUSTOMER REFUNDS		99.75
		BILLING ACCT# DSTCL8089 V. APONTE DOS 12/25/2025	
3/19/2026	301820 MISC CUSTOMER REFUNDS		101.03
		BILLING ACCT# DSTCL7810 G.MALDONADO DOS 12/13/25	
3/19/2026	301821 MISC CUSTOMER REFUNDS		99.75
		BILLING ACCT# DSTCL8272 M.PINEIRO DOS 10/11/2025	
3/19/2026	301822 MISC CUSTOMER REFUNDS		100.66
		BILLING ACCT# DSTCL8615 M.PINEIRO DOS 11/03/2025	
3/19/2026	301823 MISC CUSTOMER REFUNDS		83.39
		BILLING ACCT# DSTCL8276 C.SCHRECK DOS 10/14/2025	
3/19/2026	301824 CLAWS AND CRITTERS LLC		850.00
	PRE013 SPRING FESTIVAL	ANIMAL ENCOUNTER 03/28/26 10AM-2PM	
	PRE004 EARTH DAY	ANIMAL ENCOUNTER WITH TOUCH TABLE	
3/19/2026	301825 MISC CUSTOMER REFUNDS		70.00
		BILLING ACCT# 67367289 D. CHEPLIC DOS 10/09/2025	
3/19/2026	301826 MISC CUSTOMER REFUNDS		250.00
		REFUND OF DEPOSIT CANNERY PARK	
3/19/2026	301827 MISC CUSTOMER REFUNDS		369.84
		BILLING ACCT# DSTCL5649 CHRISTIAN A. DOS 09/11/25	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
3/19/2026	301828 MISC CUSTOMER REFUNDS		824.00
		BILLING ACCT# DSTCL8073 J. MUELA DOS 12/23/2025	
3/19/2026	301829 MISC CUSTOMER REFUNDS		213.37
		BILLING ACCT# DSTCL8159 BRIAN H. DOS 11/07/2025	
3/19/2026	301830 INSPIRE PLACEMAKING COLLECTIVE, INC		1,233.75
		SERVICES THRU 02/28/26	
3/19/2026	301831 MISC CUSTOMER REFUNDS		500.00
		REFUND OF DEPOSIT LAKEFRONT PARK BNQT HALL	
3/19/2026	301832 MISC CUSTOMER REFUNDS		95.00
		REFUND OF FEES BOYS WINTER BASKETBALL 12-14	
		REFUND OF FEES BOYS WINTER BASKETBALL 12-14	
3/19/2026	301833 MISC CUSTOMER REFUNDS		500.00
		REFUND OF DEPOSIT COMMUNITY CENTER	
3/19/2026	301836 KONICA MINOLTA BUSINESS SOLUTIONS		5,285.10
		COPIER LEASE 2/1-28/26 PROCUREMENT	
		COPIER LEASE 2/1-28/26 STREETS	
		COPIER LEASE 2/1-28/26 POLICE SPECIAL OPERATIONS	
		COPIER LEASE 2/1-28/26 FIRE	
		COPIER LEASE 2/1-28/26 COMMUNITY DEVELOPMENT	
		COPIER LEASE 2/1-28/26 IT	
		COPIER LEASE 2/1-28/26 FIRE	
		COPIER LEASE 2/1-28/26 POLICE SHARED USE	
		COPIER LEASE 2/1-28/26 PUBLIC WORKS	
		COPIER LEASE 2/1-28/26 BULIDING MAINTENANCE	
		COPIER LEASE 2/1-28/26 POLICE RECORDS DEPT	
		COPIER LEASE 2/1-28/26 CITY CLERK	
		COPIER LEASE 2/1-28/26 CODE ENFORCEMENT	
		COPIER LEASE 2/1-28/26 POLICE DEPT MODULAR BLDG	
		COPIER LEASE 2/1-28/26 BUILDING DEPT	
		COPIER LEASE 2/1-28/26 STREETS	
		COPIER LEASE 2/1-28/26 FIRE	
		COPIER LEASE 2/1-28/26 FIRE	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		COPIER LEASE 2/1-28/26 HUMAN RESOURCES	
		COPIER LEASE 2/1-28/26 FINANCE	
		COPIER LEASE 2/1-28/26 BUILDING DEPT	
		COPIER LEASE 2/1-28/26 LANDFILL	
		COPIER LEASE 2/1-28/26 POLICE DEPT CIU	
3/19/2026	301837 MISC CUSTOMER REFUNDS		150.00
		REFUND RENTAL DEPOSIT REISSUE CK# 301616	
3/19/2026	301838 MARISOL TORRES		20.00
	PRE015 SENIOR PROGRAMS	CASH FOR SENIOR DAY TRIP PARKING REIMBURESMENT	
3/19/2026	301839 MISC CUSTOMER REFUNDS		240.00
		BILLING ACCT# DSTCL137 MYRA G. DOS 10/27/2025	
3/19/2026	301840 OSCEOLA COUNTY BOARD OF COUNTY		438,691.10
		COUNTYWIDE COMM AGREMENT 10/1/25 - 09/30/26	
3/19/2026	301841 OSCEOLA COUNTY ROAD AND		1,126.92
		TRAFFIC SIGNAL PREVENTION DEC26 MAINTENANCE	
		TRAFFIC SIGNAL PREVENTION JAN26 MAINTENANCE	
3/19/2026	301842 MISC CUSTOMER REFUNDS		2.18
		OVERPAYMENT REFUND FOR CLAIM OF LIENS	
3/19/2026	301843 PREFERRED MATERIALS, INC.		533.50
		ASPHALT RECEIVED 3/6/26	
		ASPHALT-RECEIVED 3/3/26	
		ASPHALT RECEIVED 3/4/26	
		ASPHALT RECEIVED 3/5/26	
		ASPHALT-RECEIVED 3/2/26	
3/19/2026	301844 SHI INTERNATIONAL CORP		18,420.00
		SAAS PROOFPOINT PO085602 2/14/26 - 2/13/27	
		SAAS PROOFPOINT 2/14/26 - 2/13/27	
		SAAS PROOFPOINT PO085602 2/14/26 - 2/13/27	
3/19/2026	301845 SKANSKA USA BUILDING INC.		35,162.85
	PS2401 PUBLIC SAFETY COMPLEX-PH1	PROFFESIONAL SERVICES PS2401 SRVCS THRU 2/28/26	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
	PS2104 FIRE STATION 32 REBUILD	SERVICES THRU 2/28/26 FS#32	
		HOPKINS PARK SRVCS THRU 2/15/26	
3/19/2026	301846 SOUTHERN MONUMENT STUDIO, INC.		840.00
		BRICK ENGRAVING	
3/19/2026	301847 STALEY DEVELOPMENT GROUP LLC		7,500.00
		LEADERSHIP DEVELOPMENT DEPOSIT	
3/19/2026	301848 MISC CUSTOMER REFUNDS		968.00
		BILLING ACCT# DSTCL5962 CAROLINE S. DOS 06/05/25	
3/19/2026	301849 MISC CUSTOMER REFUNDS		574.00
		BILLING ACCT# DSTCL8509 J. MUELA DOS 12/23/2025	
3/26/2026	301852 ALABAMA CHILD SUPPORT PAYMENT		23.08
		PAYROLL SUMMARY	
3/26/2026	301853 ANDREU, PALMA, LAVIN & SOLIS, PLLC		383.63
		PAYROLL SUMMARY	
3/26/2026	301854 APEX SECURITY & CONVENTION SERVICES		2,640.00
	PRE007 4TH OF JULY CELEBRATION	SECURITY FOR JULY 4TH REISSUE CK# 297896	
3/26/2026	301855 AT&T AUTHORIZED RETAILER #2282		775.04
		BILLING PD 2/5/26-3/4/26 POLICE DEPT	
3/26/2026	301856 BRANDON BRADLEY		64.90
		B.BRADLEY SWAT OPERATOR T26086 102	
3/26/2026	301857 BRANDON SNOW		286.31
		B.SNOW AXON WEEK 2026 T26105 101	
3/26/2026	301858 MISC CUSTOMER REFUNDS		250.00
		REFUND OF DEPOSIT CANNERY PARK BUILDING	
3/26/2026	301859 CACH, LLC		681.30
		PAYROLL SUMMARY	

Date	Check Number	Vendor Name/ Project	Transaction Description	Amount
3/26/2026	301860	CANARX GROUP, INC.		222.58
			ST. CLOUD MEDS PAYMENT FOR 03-01-26/03-15-26	
3/26/2026	301861	CRISTINA SOTO		204.75
			CRISTINA SOTO, AVOLVE INSPIRE 2026, T26066, 101	
3/26/2026	301862	DOUGLAS GOERKE		88.50
			D.GOERKE OLE TALLAHASSEE DRIVE UP T26135 101& 102	
3/26/2026	301863	EBIX INC.		833.33
			SERVICES 3/1/26-3/31/26 ACTUAL ACCOUNTS 297	
3/26/2026	301864	ERIN BURNETTE		204.75
			ERIN BURNERRE, AVOLVE INSPIRE 2026, T26091, 101	
3/26/2026	301865	FEDERAL EASTERN INTERNATIONAL, LLC		24,418.80
			PD EQUIPMENT/SUPPLIES	
3/26/2026	301866	FRANCHESKA AYALA		204.75
			FRANCHESKA AYALA, AVOLVE INSPIRE 2026, T26081, 101	
3/26/2026	301867	GEAR WASH		7,002.91
			UNIFORM CLEANING/REPAIRS FIRE	
			UNIFORM CLEANING/REPAIRS FIRE	
3/26/2026	301868	GEORGIA DEPT. OF HUMAN SERVICES		9.66
			PAYROLL SUMMARY	
3/26/2026	301869	MISC CUSTOMER REFUNDS		500.00
			REFUND OF DEPOSIT LAKEFRONT BANQUET HALL	
3/26/2026	301870	MISC CUSTOMER REFUNDS		1,000.00
			CLOSNG ESCROW ACCT INACTV REISSUE CK 298106	
3/26/2026	301871	KONICA MINOLTA BUSINESS SOLUTIONS		1,155.03
			COPIER LEASE 2/1-28/26 AQUATICS DECKHOUSE	
			COPIER LEASE 2/1-28/26 COMMUNITY CENTER	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		COPIER LEASE 2/1-28/26 CIVIC CENTER	
		COPIER LEASE 2/1-28/26 CANNERY PARK	
3/26/2026	301872 MISC CUSTOMER REFUNDS		980.00
		REFUND OF FEES LAKEFRONT BANQUET HALL	
		REFUND OF FEES LAKEFRONT BANQUET HALL	
		REFUND OF DEPOSIT LAKEFRONT BANQUET HALL	
		REFUND OF FEES LAKEFRONT BANQUET HALL	
3/26/2026	301873 LUCY LUGO		204.75
		LUCY LUGO, AVOLVE INSPIRE 2026, T26065, 101	
3/26/2026	301874 MEDLINE INDUSTRIES, LP		3,132.31
		FIRE MEDICAL SUPPLIES	
3/26/2026	301875 PACT OF FAITH		750.00
	PRC032 JAPANESE LANGUAGE PROGRM	JAPANESE CLASSES FEB26	
	PRC032 JAPANESE LANGUAGE PROGRM	JAPANESE CLASSES MAR26	
3/26/2026	301876 PATRICK MANNIX		64.90
		P.MANNIX SWAT OPERATOR T26087 102	
3/26/2026	301877 PREFERRED MATERIALS, INC.		98.94
		ASPHALT RECEIVED 3/10/26	
3/26/2026	301878 PROFESSIONAL TESTING CONSULTANTS		16,310.00
		ENGINEER PROMOTIONAL ASSESMENT & ORIENTATION	
		WRITTEN EXAMINATION VOID & REISSUE CK#296762	
3/26/2026	301879 QUALITY PLUS RECONSTRUCTION LLC		43,775.19
		WINDOW REPLACEMENT CITY A & B	
3/26/2026	301880 ROTOLO CONSULTANTS, INC.		7,037.88
		MOWING MULTIPLE LOCATIONS 2/9/26 - 2/24/26	
3/26/2026	301881 SHEPARD,SMITH,HAND & BRACKINS, P.A.		921.63
		LEGAL SERVICE FEB2026	
		LEGAL SERVICE FEB2026	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
3/26/2026	301882 SHINE YOUR LIGHT ACADEMY OF DANCE		1,541.52
	PRC020 SHINE YOUR LIGHT DANCE	DANCE CLASSES FEB26	
3/26/2026	301883 MISC CUSTOMER REFUNDS		500.00
		REFUND OF DEPOSIT LAKEFRONT BANQUET HALL	
3/26/2026	301884 THOMAS FERTIC		64.90
		T.FERTIC SWAT OPERATOR T26082 102	
3/26/2026	301885 U.S. DEPARTMENT OF THE TREASURY		283.80
		PAYROLL SUMMARY	
3/26/2026	301886 WE DARE TO CARE INC.		50.00
		PAYROLL SUMMARY	
3/5/2026	7007916 UMB BANK, N.A.		1,973,860.35
		2025 CAPITAL IMPRV REV BONDS 3/1/26 INT PYMNT	
3/5/2026	7007917 WEBSTER BANK, N.A.		355,600.00
		3/01/26 LOAN PYMT 1156220 RE:2019 CAPITAL IMPRV REV	
3/5/2026	7007918 FLORIDA DEPARTMENT OF REVENUE		276.00
		CITATION FEES DUE TO FDOR WEEK ENDING (02/20/2026	
3/12/2026	7007919 CIGNA HEALTH AND LIFE INSURANCE CO		601,318.14
		AUTOMATIC CIGNA MONTHLY BANKING 02/01/26-02/28/26	
		AUTOMATIC CIGNA MONTHLY BANKING 02/01/26-02/28/26	
3/12/2026	7007920 FLORIDA DEPARTMENT OF REVENUE		184.00
		CITATION FEES DUE TO FDOR WEEK ENDING (02/27/2026)	
3/12/2026	7007921 GLOBAL PAYMENTS DIRECT, INC.		5,182.32
		MERCHANT CARD SERVICE FEE FOR FEBRUARY 2026	
3/12/2026	7007922 VERMONT SYSTEMS, INC.		652.21
		PAYTRAC WEB FEB26 WT #7007922	
		PAYTRAC WEB FEB26 WT #7007922	

Date	Check Number	Vendor Name/ Project	Transaction Description	Amount
			PAYTRAC WEB FEB26 WT #7007922	
			PAYTRAC WEB FEB26 WT #7007922	
			PAYTRAC WEB FEB26 WT #7007922	
3/12/2026	7007923	VERMONT SYSTEMS, INC.		852.86
			PAYTRAC RETAIL FEB26 WT #7007923	
			PAYTRAC RETAIL FEB26 WT #7007923	
			PAYTRAC RETAIL FEB26 WT #7007923	
			PAYTRAC RETAIL FEB26 WT #7007923	
			PAYTRAC RETAIL FEB26 WT #7007923	
3/12/2026	7007924	INTERNAL REVENUE SERVICE		399,774.71
			PAYROLL SUMMARY	
			PAYROLL SUMMARY	
			PAYROLL SUMMARY	
			PAYROLL SUMMARY ROUNDING OFF	
3/12/2026	7007925	FLSDU		5,128.57
			PAYROLL SUMMARY	
			PAYROLL SUMMARY PROCESSING FEE	
3/19/2026	7007926	CORE BUSINESS TECHNOLOGIES		35.53
			FINGERPRINTING FEB26 WT 7007926	
3/19/2026	7007927	CORE BUSINESS TECHNOLOGIES		68.34
			POLICE DEPT FEB26 WT 7007927	
3/19/2026	7007928	CORE BUSINESS TECHNOLOGIES		615.14
			MERCH SERV FEB26 WT 7007928	
3/19/2026	7007929	AMERICAN EXPRESS TRAVEL RELATED		0.28
			FEB26 FINGERPRINT WT 7007929	
3/16/2026	7007930	TRUIST BANK		427,007.30
			TO PAY P-CARD CHARGES FOR PERIOD 01/28/26-02/27/26	
3/19/2026	7007931	FLORIDA DEPARTMENT OF REVENUE		700.63
			RENTAL & MISC SALES & USE TAX RETURN FEB26	
			RENTAL & MISC SALES & USE TAX RETURN FEB26	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		RENTAL & MISC SALES & USE TAX RETURN FEB26	
3/19/2026	7007932 FLORIDA DEPARTMENT OF REVENUE		184.00
		CITATION FEES DUE TO FDOR WEEK ENDING (02/06/2026)	
3/19/2026	7007933 FLORIDA DEPARTMENT OF REVENUE		345.00
		CITATION FEES DUE TO FDOR WEEK ENDING (03/06/2026)	
3/26/2026	7007934 FLORIDA DEPARTMENT OF REVENUE		69.00
		CITATION FEES DUE TO FDOR WEEK ENDING (03/13/2026)	
3/27/2026	7007935 INTERNAL REVENUE SERVICE		400,173.11
		PAYROLL SUMMARY	
		PAYROLL SUMMARY ROUNDING OFF	
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
3/27/2026	7007936 FLSDU		5,028.87
		PAYROLL SUMMARY	
		PAYROLL SUMMARY PROCESSING FEE	
3/6/2026	9107781 AMERICAN PLANNING ASSOCIATION		868.90
		APA MEMBERSHIP-M.BASTIAN 1/1/26-12/31/26	
3/6/2026	9107782 CASCADE FOUNTAINS		480.00
		JAN-MARCH 2026 FOUNTAIN CLEANING	
3/6/2026	9107783 CHAPCO FENCE, LLC		4,200.00
		REAIRS TO GATE AT JUF.	
		GREEN LINK FENCE- FIESTA AZUL GREASE ENCLOSURE	
3/6/2026	9107784 CITY ELECTRIC SUPPLY COMPANY		474.09
		DEPOSIT FOR GOODS- WO#19608	
		CKT BREAKER DRONE-CITY HALL ROOF WO#19272	
		REDUCING WASHER-DRONE CITY HALL ROOF WO#19272	
3/6/2026	9107785 COMMERCIAL ENERGY SPECIALISTS, LLC		362.25
		AFO COURSE- S.HOLTKAMP T26079,CC FEE	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
3/6/2026	9107786 DANA SAFETY SUPPLY, INC.		7,980.00
		CARGO MOUNT-TAHOE- UNIT# 514	
		CARGO MOUNT FOR TAHOE - UNIT #511	
		AVON C50 GAS MASK FOR NEW OFFICERS	
		EQUIPMENT INSTALLATION FOR UNIT# 514	
		EQUIPMENT INSTALLATION FOR UNIT# 511	
		CARGO MOUNT-TAHOE- UNIT# 516	
		CARGO MOUNT, K9 TAGS UNIT #515	
		INSTALLATION AND EQUIP. FOR VEHICLE #515	
		FEDSIG MICRO, DSS INTALL EQUIP FOR UNIT# 516	
3/6/2026	9107787 EMBROIDERY PLUS PROMOTIONAL INC.		267.27
		JUSTIN GARZA 2730 HONOR GUARD UNIFORMS	
		UNIFORM SHIRT - K. ZILKE	
3/6/2026	9107788 EVENT DECOR DIRECT		305.04
		DRAPES- SERVICE AWARD BANQUET	
3/6/2026	9107789 EXOTIC EMBROIDERY OF CENTRAL FL.		4,987.00
	PRE010 FALL YOUTH BASKETBALL	SPRINT PERF DRIFIT SHIRTS -FALL YTH BASKETBALL PLYR	
3/6/2026	9107790 FIREHOUSEBEDS.COM		3,722.00
		BUNKBEDS W/ADAPTER+LADDER SHIPPING	
		BUNKBEDS W/ADAPTER+LADDER SHIPPING	
3/6/2026	9107791 FIRST RESPONSE TRAINING GROUP		29,970.00
		FIRE STANDARDS-DE LA CRUZ	
		FIRE STANDARDS-PEARISH	
		FIRE STANDARDS-RAMIREZ	
		FIRE STANDARDS-HIDALGO	
		FIRE STANDARDS-SEVILLA	
		FIRE STANDARDS-STAHL	
3/6/2026	9107792 GAS SOUTH, LLC		1,122.21
		SERVICE 11/1/25-12/10/25	
3/6/2026	9107793 ISOUND PRODUCTIONS, LLC		750.00
		AUDIO SYSTEM TUNING & OPTIMIZATION SERVICE	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
3/6/2026	9107794 LEGAL SHIELD		4,627.80
		DECEMBER 2025 PREMIUM EMP PAYROLL DEDUCT LEGAL PLAN	
		JANUARY 2026 PREMIUM EMP PAYROLL DEDUCT LEGAL PLAN	
3/6/2026	9107795 NATIONAL TRENCH SAFETY, INC.		1,382.26
		REPAIRS ON SAFETY WINCH, SHIPPING	
		REPAIRS ON SAFETY WINCH, SHIPPING	
3/6/2026	9107796 O'REILLY AUTO PARTS		402.83
	PRE032 ROCKING THE NEW YR IN STC	BATTERIES-THE CLOUD(ROCK IN THE CLOUD)	
		BATTERY- UNIT 18-200	
		10ML THREADLK	
3/6/2026	9107797 PARRISH PLUMBING, INC.		2,840.00
		WO#19625 WTR LINE DAMAGE BY FRT LOADER-TRANSFER	
3/6/2026	9107798 R.S. HUGHES CO. INC		544.00
		DISPOSABLE GLOVES	
3/6/2026	9107799 RECYCLED PLASTIC FACTORY, LLC.		2,721.40
		4 DEDICATION BENCHES, SHIPPING	
		4 DEDICATION BENCHES	
3/6/2026	9107800 RING POWER CORPORATION		1,038.51
		STREETS-BROKEN MIRROR	
3/6/2026	9107801 SAFETY PRODUCTS, INC.		130.80
		NOISE REDUCTION EARMUFFS, 3 PPE BAGS	
		NOISE REDUCTION EARMUFFS, 3 PPE BAGS,SHIPPING	
3/6/2026	9107802 ST. CLOUD PRINTING		3,227.28
	CM2101 CITY HALL B-A 3RD FL REMD	METAL SIGN-OCCUPANCY & CELL USE-COUNCIL CHAMBERS	
		SHIRTS-CITIZENS ACADEMY	
		SHIRTS-CITIZENS ACADEMY	
		SAFETY EOY, TEAM OF THE YEAR AWARD	
		ENVELOPES WITH NEW PD LOGO	
		DESK PLATE - D C ROBERTS	
		CITY LOGO EMBROIDERY- H.BARBER	

Date	Check Number	Vendor Name/ Project	Transaction Description	Amount
			CITY LOGO EMBROIDERY- H.BARBER	
			CITY LOGO EMBROIDERY- H.BARBER	
			EMBROIDERY ON SHIRTS& PANTS	
			UNIFORM EMBROIDERY-KELLIE BRABANT	
3/6/2026	9107803	SURPLUS STEEL & SUPPLY, INC.		2,458.62
			96 SHEET,DELIVERY	
			144 SHEET-STOP STICK BOX	
			REBAR,SQ TUBE-BASIN TOPS	
			ANGLE 2 PCS,DELIVERY	
3/6/2026	9107804	TEN-8 FIRE EQUIPMENT		2,641.60
			OUTLETS & VALVE	
3/6/2026	9107805	UNIFORM WIZARD		38.00
			SHIRT EMBROIDERY-C.ELBON	
3/6/2026	9107806	VEYTEC, INC.		2,095.76
			AAAQ18204-010 2-DOOR CTRL ADDITION, SHIPPING	
			AAAQ18204-010 2-DOOR CTRL ADDITION, SHIPPING	
3/6/2026	9107807	WORLD ELECTRIC SUPPLY, INC.		115.78
			FUSES- FRZ TRS25R- WO#19608	
3/6/2026	9107808	A TOUCH OF BASIL LLC.		2,735.36
			FOOD FOR EOM+SAFETY EOM END OF YR LUNCHON	
			FOOD-APPRECIATION DINNER 1/20/26	
			FOOD- CITIZENS ACADEMY	
			FOOD-HICKORY TREE PARK MEETING	
			FOOD-COUNCIL WORKSHOP 1/15/26	
3/6/2026	9107809	AAPC AMERICAN ACADEMY HOLDINGS, LLC		492.00
			AAPC MEMBERSHIP RENEWAL M. GUILLEN 2/26 - 2/27	
3/6/2026	9107810	ACADEMY SPORTS & OUTDOORS		1,069.69
			PANTS- JEAN SUAREZ	
			CLOTHING ALLOWANCE FOR MICHAEL FIGUEROA	
			PANTS-LUIS MORALES	
			UNIFORMS-R.BRACKEN & S.ADAMS	

Date	Check Number	Vendor Name/ Project	Transaction Description	Amount
			PANTS- RICARDO PEREZ	
			PANTS- TYLER LIEBKNECHT	
			CLOTHING ALLOWANCE FOR TIMOTHY ROSS	
3/6/2026	9107811	ACROSS THE STREET PRODUCTIONS		3,945.00
			ONLINE SUB RENEWAL 02/23/2026-02/23/2027	
3/6/2026	9107812	P-CARD TRAVEL - HOTEL		2,257.50
			HOTEL, PD GROUP-BRADLEY, CORREA - T26082-T26089	
3/6/2026	9107813	AIRGAS USA LLC		542.79
			GAS CYLINDER REFILLS-WELD SHOP	
			GAS CYLINDER REFILLS-WELD SHOP	
3/6/2026	9107834	AMAZON.COM		37,294.99
			KEY TAGS, DESK MOUNT	
			SPIRIT SQUAD-SVC AWARDS- LIGHTS, CERTIFICATE PAPER	
			STORAGE BINS	
			SPIRIT SQUAD-SVC AWARDS- NAPKINS	
			SPIRIT SQUAD-SVC AWARD - FLOWERS, ARCH, CURTAINS	
			SPIRIT SQUAD-ST PATRICK'S DAY - FLANNEL BLANKETS	
			LARGE MATT,WASTE BASKET, TIE WRAPS FOR CORDS	
			PAPER TOWELS	
			HANGING HOOKS	
			SPIRIT SQUAD-SVC AWARDS ENCHANTED FOREST BACKDROP	
			KEY ORGANIZER, AVERY DIVIDERS	
			IT EQUIP-GRAPHIC CARDS, 32" MONITORS	
			KEY TAGS, DESK MOUNT	
			PLASTIC PLATES-APRVD DC RUIZ	
			CERTIFICATE HOLDERS - APRVD DC RUIZ	
			PANTS- TOM SMITH	
			SAFETY/EOM LUNCH-PLACE CARD HOLDERS	
			2026 PLANNER	
			PAPER TOWELS	
			SAFETY GLASSES	
			USB-C CAR CHARGERS FOR INVENTORY	
			EPSON INK PACKS	
			IT-COUNCIL-12PCS IGNITION SWITCHES KEY	
			USB CAR CHARGERS, KEYBOARDS FOR INVENTORY	
			10EA- PYRAMEX HARD HATS ORANGE	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		SAFETY VEST	
		DESK CALENDAR	
		5-JORESTECH HARD HAT BRIM STYLE LIME	
		SAFETY-EOY LUNCHEON-BOWLS	
		SAFETY HARD HAT	
		HI-VIS SAFETY SHIRT - KEVIN DOUGLAS	
		UNIFORM SHOR-R.COLON JR	
		1 COBRA 29LTD CB RADIO	
		IT EQUIP.- 32" MONITORS	
		CURVED MONITOR FOR NEW DC	
		WIRE TOGGLE HOOKS, SIGN HOLDER, BACKDROP	
		POWER CORD,LABEL MAKER TAPE	
		TIMBERLAND ST BOOT - RAMON COLON	
		STAMPS,BRACELETS-RODEO PARADE 2026	
		CANDY-FLOAT RODEO PARADE 2026	
		MOTOROLA CABLES	
		STAMPERS-RODEO PARADE 26	
		MOTOROLA CABLES	
		BANKERS BOX, CALCULATOR RIBBON, IDEAL OIL, TAPE	
		MOTOROLA CABLES, NMO MOUNT	
		BANKERS BOX, CALCULATOR RIBBON, IDEAL OIL, TAPE	
		PRY BAR, FLTR PAPER,ANGLE FINDER GAUGE, STORAGE BIN	
		SPIRIT SQUAD-TWIG LIGHTS FOR SERVICE AWARDS	
		BLACKOUT CURTAINS	
		PANTS- DWIGHT BROWN	
		CANDY-RODEO PARADE 2026	
		PHONE CASE-IT PHONE UPGRADE	
		WIRE RING, POWER CABLE, MOTEL KEYCHAINS	
		MECHANIX WORK GLOVES	
		PANTS- CASEY BEARDALL	
		PANTS- DWIGHT BROWN	
		SPIRIT SQUAD-TABLE RUNNER HANGING FLOWERS GARLAND	
		DRY ERASE MARKERS,WHITE BOARD	
		LOCKS, SAFETY GLASSES, FRAMING TOOL EVIDENCE	
		CANDY-FLOAT RODEO PARADE 2026	
		HDMI ADAPTER FOR K9 COMPUTERS	
		GREASE,CUTTING FLUID, DRILL BIT/TAP SET,WRENCH	
		FLOATING SHELVES FOR IT- CHAMBERS UPGRADE	
		IPHONE CHARGER- IT- PHONE UPGRADE	
		IT-TKT: 20545-PROTOARC MOUSE	
		FIRE EXTINGUISHER	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		ALLIANCE COMPUTER PAPER	
		WD-40	
		DESK CALENDAR-DEPUTY MAYOR GILBERT	
		2EA- AMERICAN FLAGS 5X8	
		AUTHENTIC CONFIDENCE BOOK	
		HARD DRIVE DOCKING STATION-EVIDENCE STORAGE	
		ST BOOTS- TOM SMITH	
		LEXMARK BLACK RIBBON CARTRIDGE	
		OFFICE SUPPLIES	
		EVIDENCE CARRYING BAGS	
		SHIRTS-C.ELBON	
		TACTICAL SHORTS-MARTIN RIOS	
		OFFICE CHAIR - J. GOMEZ	
		ICE SCOOP- CANNERY	
		T GATE HINGES	
		FUEL CADDY	
		MULTIPURPOSE LUBRICANT	
		RFLECTIVE SAFETY SHIRTS- -R.COLON	
		SPRING DOOR HATCH	
		GLOVES,HDMI CABLE,POST- ITS	
		PAPER CUTTER-RECORDS OFFICE	
		BELT OTTERBOX CLIPS-ADMIN	
		DUCT TAPE	
		DESK CALENDAR	
		BADGE HOLDERS	
		REFLECTIVE SAFETY SHIRTS- R.COLON	
		DESK CALENDAR	
		LYSOL	
		LYSOL	
		OLYMPIC BUMPER SET-CADET FITNESS PROGRAM	
		LEATHER DESK ORGANIZER - D C OFFICE	
		WIRE DISPENSER-PROGRESS LANE	
		OUTDOOR ARMORED LC, MODULAR PLUGS-PROGRESS LN	
		TRENDNET POWER SUPPLY-PD	
		ELECTRICAL BOX-PD	
		ETHERNET CABLE-PD	
		ANKER ADAPTERS - BURKARD CAMERAS	
		INK CARTRIDGE	
		FILE HOLDER,CALENDAR, BINDER,DIVIDERS,PENCILS	
		RESIN SCULPTURE-AWARD OF MERIT & VALOR	
		COIL KEYCHAIN	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		IT-ACCESS CONTROL CABLE, DOOR LOOP	
		IT-WIRE SPLICES, SANDISK SD CARDS	
		DESK MAT,BLOTTER PAD	
		OLYMPIC BARBELL-GYM EQUIP	
		CARDIGANS	
		CANDY-RODEO PARADE 2026	
		UNIFORMS- RAMON COLON JR	
		NIGHTSTICK LI-ION BATTERY	
		TACTICAL SHORTS-MARTIN RIOS	
		GARDEN HOSE REEL	
		CARDIGAN-SHPMT 1 OF 2	
		FIRST AID KIT	
		BELT OTTERBOX CLIPS-ADMIN	
		CAT5 COUPLERS, CABLE COUPLER, CABLE GLAND	
		DIGITAL CALENDAR-STAFFING	
		TV MOUNT BRACKET-EVIDENCE EXTENSION CORD	
		TOUCHSCREEN MONITORS- COUNCIL CHAMBERS	
		GLUE, FEBREZE,INSECT TRAP WIPES, STORAGE, LYSOL	
		GLOVES,HDMI CABLE,POST- ITS	
		KEY TAGS	
		HP LAPTOP-DISPATCH	
		CARDIGAN SHPMT 2 OF 2	
		MICROWAVE- EMP BREAKROOM	
		VELCRO-TRAFFIC UNIT, BULLETIN BOARD-OFFICE	
		HERO PRIDE RANK INSIGNIA D.C. STARS- FOR UNIFORM	
		TV FOR CHIEF'S CONFERENCE ROOM	
		ROUND TABLECLOTH- APPRECIATION DINNER	
		WALL MOUNT - INTELL UNIT	
		BLUE PAPER TOWELS	
		COMPUTER COOLING FAN - EVIDENCE STORAGE	
		EXTERNAL HARD DRIVES CIU	
		ETERNAL HARD DRIVE - EVIDENCE	
		IT MONITORS - FRANK A. REQUEST	
		IT - COPY PAPER	
		STEEL TOE BOOTS R. BASTIN	
		EPSON CARTRIDGES, EPSON TANK, FOR TRNG BLDG	
		FACIAL TISSUE	
		OFFICIAL SWORN UNIFORM- CLASS A SHOES	
		IT - PD UPDATE - CABLE MATTERS	
		FLAG SPREADER-COMM ROOM	
		WATER HOSE,CAR WASH KIT, CLEANING TOWELS-CLEAN PG	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		IT-PD-SMA EXTENSION CABLE	
		UNIFORM SHIRTS-H.BARBER	
		UNIFORM PANTS-R.CAMPBELL	
		UNIFORM SHIRTS-H.BARBER	
		CAR WASH BRUSH HEAD	
		FACIAL TISSUE	
		AMERICAN FLAGS	
		SCREW HOOKS,LAG SCREW KIT	
		PAPER TOWELS	
		FACIAL TISSUE	
		ANGLE FINDER DIGITAL GAUGE-INSPECTORS	
		TURNBUCKLES	
		SHADE COVERS	
		HOJASTER TRAVEL ORGANIZER	
		SPIRIT SQUAD-SVC AWARDS- MOSS, BUTTERFLIES, LIGHTS	
		8 PLASTIC STORAGE BINS	
		5 AMERICAN FLAGS	
		DELAYED ACTION DOOR CLOSER- WO#19611	
		FILES FOLDERS &.26 DISCOUNT	
		GATE HINGES	
		DISINFECTING WIPES &.26 DISCOUNT	
		SAFETY YELLOW FIRE TAPE	
		TONER CARTRIDGE	
		PLASTIC CLEAR LIGHT COVER -WO#19650	
		SPAKON OUT OF SERVICE TAGS	
		TRADESAFE LOCKOUT TAGOUT	
		KEURIG FILTERS, STORAGE HOOKS	
		BULLETIN BOARD	
		AIRPORT WINDSOCK	
		SAW BLADES,HOOKS,DECK SCREW,LAG BOLTS	
		CR APPLD 1304214-0255429 RFND SHIRT - H. BARBER	
		HAND TRUCK DOLLY	
		POWER TOOLS- TOOL COMBO	
		CR APPLD 4632328-2465049 RFND TWIG LIGHS	
		CR APPLD 0180382-6960205 RFND AMERICAN FLAGS	
		CR APPLD 0290428-5220206 RFND AMERICAN FLAGS	
		PENS	
		2026 WALL CALENDARS	
		DRY ERASE MARKERS	
	PRE002 SUMMER CAMP	PUSH CARTS DOLLY	
		PLASTIC STORAGE BINS	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
	PRE020 HOPKINS AFTER SCHOOL PRGM	STORAGE CABINETS	
	PRE019 MLK CELEBRATION	PAINT MAKERS, SPONGE, CUPS	
	PRE010 FALL YOUTH BASKETBALL	SCOREBOOK STATS TRACKING BOOK	
		SPIRIT SQUAD-SVC AWARDS CERTIFICATE HOLDERS	
	PRE002 SUMMER CAMP	MOPS & BROOMS	
		150 KEYS CABINET	
		PRINTING PAPER-OFFICE	
		FACIAL TISSUE	
	PRE002 SUMMER CAMP	CUBBY CABINET-16 UNITS	
	PRE002 SUMMER CAMP	BROOM, DUST PANS, MOP BUCKET, LYSOL, CLEANER	
	CM2101 CITY HALL B-A 3RD FL REMD	PLATE BACKPLATE	
	CM2101 CITY HALL B-A 3RD FL REMD	WALL CLOCK-COUNCIL CHAMBERS	
	CM2101 CITY HALL B-A 3RD FL REMD	FLAG SPREADER-COUNCIL CHAMBERS	
		PRINTING PAPER-SCALE HOUSE	
		GLOVES,SHIPPING	
		GLOVES	
		ZIP TIES	
		DISINFECTANT SPRAY	
		DESK MAT	
	PRE038 HOME SCHOOL PROGRAMS	PICKLEBALL NET, TENNIS BALLS, PING PONG, GLOVES	
3/6/2026	9107835 AMERICAN AIRLINES		1,473.55
		FLIGHT-R.TESTERMAN T25088	
		FLIGHT-R.TESTERMAN T25088	
		FLIGHT-ACM INTERVIEW CANDIDATE MICHAEL BARNETT	
		CHECKED BAG- R.TESTERMAN T25088	
		CHECKED BAG-FLIGHT- M.BACHELDER T26043	
		CHECKED BAG-FLIGHT- M.BACHELDER T26043	
3/6/2026	9107836 AMERICAN PAYROLL ASSOCIATION		419.00
		CPP REMOTE EXAM REG LUZ G	
3/6/2026	9107837 AMERICAN SOCIETY OF COMPOSERS		458.00
		2026 ANNUAL ASCAP LICENSE FEE	
3/6/2026	9107838 ANYPROMO, INC.		5,381.31
	PRE045 PAINT THE CLOUD GREEN	AIR FRESHENER,SHIPPING	
		LED KEY CHAIN-COMMUNITY GIVEAWAYS-VICTIM ADVOCATE	
		DIG PLATINUM MEMBERSHIP 1/13/26-1/13/27	
	PRE045 PAINT THE CLOUD GREEN	SHAMROCK NECKLACE 3/14/26	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
	PRE045 PAINT THE CLOUD GREEN	AIR FRESHENER	
	PRE045 PAINT THE CLOUD GREEN	COOLING TOWELS,SHIPPING	
	PRE045 PAINT THE CLOUD GREEN	COOLING TOWELS	
	PRE045 PAINT THE CLOUD GREEN	SHAMROCK NECKLACE 3/14/26 SHIPPING	
3/6/2026	9107839 APPLE, INC.		0.99
	PS0304 MONEY LAUNDERING OPERAT.	ICLOUD STORAGE FOR WORK PHONE	
3/6/2026	9107840 APPLIED AQUATIC MANAGEMENT, INC.		1,810.74
		AQUATIC PLANT MANG DEC25 PEGHORN NATURE TRAIL	
		AQUATIC PLANT MANG DEC25 RIP RAP LAKEFRONT	
		AQUATIC PLANT MANG DEC25 CHISHOLM PARK	
		AQUATIC PLANT MANG DEC25 EAST LAKE BEACH AREA	
		AQUATIC PLANT MANG OCT25 ST CLOUD MARINA	
		AQUATIC PLANT MANG DEC25 S.ROTHSTEIN PARK	
		AQUATIC PLANT MANG DEC25 MARINA LAKEFRONT	
		AQUATIC PLANT MANG DEC25 BORROW PIT POND	
3/6/2026	9107841 ARROWHEAD FORENSICS		127.09
		PHOTO # BOOKLET, SCALES, TENT W/SCALE, SHIPPING	
		PHOTO # BOOKLET, SCALES, TENT W/SCALE, SHIPPING	
3/6/2026	9107842 ARTICULATE GLOBAL, LLC		130.82
		AI ASSISTANT-PROCUREMENT TRAININGS	
3/6/2026	9107843 ASSOCIATION OF STATE FLOODPLAIN		90.00
		2026 CFM RENEWAL-M.ACOSTA	
3/6/2026	9107844 AT&T AUTHORIZED RETAILER #2282		18,312.46
		SERVICE DEC25	
		SERVICE 11/18/25-12/17/25	
		SERVICE 11/18/25-12/17/25	
3/6/2026	9107845 AVIS BUDGET GROUP		3,705.63
		LEASE 12/07/25-01/06/26	
		LEASE 12/07/25-01/06/26	
		LEASE 12.07.25-01.06.26	
		LEASE 12/07/25-01/06/26	
		LEASE 12.08.25-12.28.25	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
3/6/2026	9107846 P-CARD TRAVEL - REGISTRATION		1,900.00
		REG- E.BURNETTE T26091	
		REG- F.AYALA T26081	
3/6/2026	9107847 AYERS DISTRIBUTING COMPANY		3,576.00
	PRE013 SPRING FESTIVAL	CANDY	
	PRE043 ADULT EGG HUNT	CANDY	
	PRE043 ADULT EGG HUNT	PLASTIC EGG TOYS	
	PRE013 SPRING FESTIVAL	PLASTIC EGGS FILLED	
3/6/2026	9107848 B & H PHOTO & ELECTRONICS CORP		2,044.63
		CANARE CABLE, CONVERTER HDMI, SHIPPING-CHAMBERS	
		A/V EQUIPMENT & MEDIA STORAGE	
		CANARE CABLE, CONVERTER HDMI, SHIPPING-CHAMBERS	
3/6/2026	9107849 B&M SUPPLIERS LLC		174.00
		GLOVES FOR EVIDENCE	
3/6/2026	9107850 BARNES & NOBLE COLLEGE BOOKSELLERS		4.99
	PRE015 SENIOR PROGRAMS	JAN MATINEE MOVIE-TRUMAN SHOW	
3/6/2026	9107851 BATTERIES PLUS		109.50
		CITY HALL EMERGENCY EXIT SIGNS BATTERIES WO#19530	
3/6/2026	9107852 BAUDVILLE, INC.		272.11
		FOIL CERTIFICATE PAPER, SHIPPING	
		FOIL CERTIFICATE PAPER, SHIPPING	
3/6/2026	9107853 BJ'S WHOLESALE CLUB		115.97
	PRE015 SENIOR PROGRAMS	BINGO-CISE PRIZES	
	PRE015 SENIOR PROGRAMS	CHEESE,ORANGE,LEMONS,LIME SENIOR BDAY	
3/6/2026	9107854 BLOSSMAN GAS & APPLIANCE		904.00
		PARTS &LINE,LABOR-PEGHORN WAY	
		FUEL TANK RENTAL 1/3/26-1/3/27	
3/6/2026	9107855 BLUE LINE INNOVATIONS, LLC		963.31
		OFFICIAL UNIFORMS FOR D.C ROBERTS/CHIEF	

Date	Check Number	Vendor Name / Project	Transaction Description	Amount
			OFFICIAL UNIFORMS FOR D.C ROBERTS/CHIEF	
3/6/2026	9107856	BLUE 360 MEDIA, LLC		1,143.68
			LAW ENFORCEMENT HANDBOOKS SHIPPING	
			LAW ENFORCEMENT HANDBOOKS SHIPPING	
3/6/2026	9107857	BOOT BARN		1,065.39
			CT BOOTS-TYLER LIEBKNECHT	
			ST BOOTS- STEVEN ADAMS	
			CT BOOTS-LUIZ MORALES	
			UNIFORM PANTS-SCOTT ADAMS	
			ST BOOTS-SCOTT ADAMS	
			UNIFORM PANTS-R.BRACKEN	
			ST BOOTS-R.BRACKEN	
3/6/2026	9107858	BOX, INC.		900.00
			BUSINESS PLUS-WEB 1/15/26-1/14/27	
3/6/2026	9107859	BRADY INDUSTRIES OF FLORIDA, LLC		1,036.84
			KLEENLINE CAN LINER	
			FIRE CLEANING SUPPLIES	
			FIRE CLEANING SUPPLIES	
			KITCHEN ROLL TOWELS-PD	
3/6/2026	9107860	BRENNTAG MID-SOUTH, INC.		1,188.00
			POOL CHEMICALS	
			POOL CHEMICALS	
			POOL CHEMICALS	
			POOL CHEMICALS	
			POOL CHEMICALS	
3/6/2026	9107861	BROWNIE'S SEPTIC AND PLUMBING		837.62
			SEPTIC TANK CLEAN OUT-THE STILT HOUSE	
3/6/2026	9107862	BUCKEYE INTERNATIONAL, INC		774.36
			SOAP/CLEANING SUPPLIES- CRABBY BILL'S	
3/6/2026	9107863	BUZZSPROUT		12.00
			MONTHLY SUBSCRIPTION 1/23/26-2/22/26	

Date	Check Number	Vendor Name / Project	Transaction Description	Amount
3/6/2026	9107864	C&A ASSOCIATES, INC		2,045.75
			EVIDENCE TAG, PRINTER RIBBONS, SHIPPING	
			EVIDENCE TAG, PRINTER RIBBONS, SHIPPING	
3/6/2026	9107865	CANVA PTY LIMITED		376.00
			BUSINESS CARDS DET. R. TURNER	
			VICTIM ADVOCATE RESOURSE BROCHURES	
			BUSINESS CARDS GRIEVE DET. A. GRIEVE	
			BUSINESS CARDS CPL. G. WHITTER	
			BUSINESS CARDS-DC ROBERTS	
			BUSINESS CARDS DET. E. TORRES	
3/6/2026	9107866	CARD INTEGRITY		1,030.00
			CARD INTEGRITY DEC25	
3/6/2026	9107867	CENTRAL FLORIDA CHAPTER OF NIGP INC		400.00
			NIGP MEMB RENEWAL-PROC DEPT 01-01-26-12-31-26	
3/6/2026	9107868	CENTRAL FLORIDA CRIME PREVENTION		130.00
			CFCPA DUES-01/01-12/31/26 L. BADMAN-PATON	
3/6/2026	9107869	CENTRAL FLORIDA GAS		209.56
			NATURAL GAS FOR FS31 - 11/13/25 - 12/10/25	
3/6/2026	9107871	CENTURYLINK-EMBARQ FLORIDA, INC		10,317.56
			LOCAL PHONE SERVICE 12/25/2025-01/24/2026	
			LOCAL PHONE SERVICE 12/25/2025-01/24/2026	
			LOCAL PHONE SERVICE 12/07/2025 - 01/06/2026	
			LOCAL PHONE SERVICE 01/04/2026-02/03/2026	
			LOCAL PHONE SERVICE 01/04/2026-02/03/2026	
			LOCAL PHONE SERVICE 12/25/2025-01/24/2026	
			LOCAL PHONE SERVICE 12/19/2025-01/18/2026	
			LOCAL PHONE SERVICE 01/07/2026-02/06/2026	
			LOCAL PHONE SERVICE 12/25/2025-01/24/2026	
			LOCAL PHONE SERVICE 01/07/2026-02/06/2026	
			LOCAL PHONE SERVICE 12/19/2025-01/18/2026	
			LOCAL PHONE SERVICE 01/04/2026-02/03/2026	
			LOCAL PHONE SERVICE 12/07/2025 - 01/06/2026	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
3/6/2026	9107872 CHEWY INC.		353.70
		K-9 FOOD	
3/6/2026	9107873 CHICK-FIL-A AT ST. CLOUD		283.14
		FOOD-COUNCIL MEETING 1/8/2026	
3/6/2026	9107874 CHOPPER'S LAWN EQUIPMENT LLC		1,202.45
		ELECTRIC STARTER- DIXIE CHOPPER 18-164	
		TIRE BOSS,SHORT VALVE, DISPOSAL-MOWER #7-199	
3/6/2026	9107875 CIRCLE K STORES INC.		61.70
		FUEL - NO GAS CARD YET - NEW VEHICLE	
3/6/2026	9107876 P-CARD TRAVEL - OTHER EXPENSES		42.48
	PS0304 MONEY LAUNDERING OPERAT.	FUEL-SCIRS LEASE VEHICLE	
3/6/2026	9107877 P-CARD TRAVEL - OTHER EXPENSES		10.00
	PS0304 MONEY LAUNDERING OPERAT.	FDRL COURTHOUSE PARKING	
3/6/2026	9107878 COMCAST BUSINESS COMMUNICATIONS,LLC		168.90
		COMCAST FD 12.30.25-01.29.26	
3/6/2026	9107879 COMMISSION FOR FLORIDA LAW		650.00
		2026 ACCREDITATION FEES	
3/6/2026	9107880 CONFESSIONS OF THE HAND LLC		403.65
		FACE PAINTER- 01/17/26, CC FEE	
3/6/2026	9107881 COUNTY OF OSCEOLA		1,002.12
		TAGS/TITLES FOR UNIT 12-5 21, 12-523	
		NEW TAG FOR UNIT 3-43	
		TAGS/TITLES UNIT 12-523 - 12-528	
3/6/2026	9107882 CREATIVE PRINTING SERVICES, INC		243.00
		DO NOT CLIMB SIGNS- CANNERY PARK	
		BUSINESS CARDS- F.AYALA	
		2026 IAS CERTIFICATES	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		BUSINESS CARDS LESLIE, JAMIE PROCURMENT DEPT.	
		BUSINESS CARDS LESLIE, JAMIE PROCURMENT DEPT.	
3/6/2026	9107883 MISC VENDOR PAYMENTS		85.53
		UNIFORM/SHIRTS-R.COLON	
		CITY LOGO- GILBERTO DONES ,10 CENTS OVERCHARGED	
3/6/2026	9107884 D'S ACE HARDWARE		307.60
		ROLLER ASSEMBLY	
		FASTNERS & CLAMPS	
		FASTENERS	
		EXHAUST FAN	
		PLUG SQUAREHEAD	
		FASTENERS FOR VETS PARK	
3/6/2026	9107885 DANIELS HEALTH		81.25
		NEEDLE BOX FOR FORENSICS UNIT	
3/6/2026	9107886 DEPARTMENT OF HIGHWAY SAFETY AND		51.20
		CONFIDENTIAL TAG RENEWAL 12-2025 FLDHSMV	
		CONFIDENTIAL TAG TRANSFER FLDHSMV	
3/6/2026	9107887 DESIGNLAB, INC.		732.00
		PINK PATCHE & GOLD VELCRO FOR POLICE MOLLE VEST	
		VELCRO PATCH FOR MOLLE VEST	
3/6/2026	9107888 DIRECTV		179.99
		DIRECTV 01/19/26-02/18/26	
3/6/2026	9107889 DIXIE CLEANERS (SSONAR INC)		1,637.61
	PRE032 ROCKING THE NEW YR IN STC	CLEANING-TABLECLOTHS	
	PRE032 ROCKING THE NEW YR IN STC	CLEANING-5 BLACK DRAPES	
	PRE022 TRAILS OF TERROR	6 BLACK DRAPES	
	PRE007 4TH OF JULY CELEBRATION	6 BLUE DRAPES	
		LAUNDRY SERVICE FOR SWORN + PD	
		LAUNDRY SERVICE FOR SWORN + PD	
		5 BLACK DRAPES - ZILKE RETIREMENT	
3/6/2026	9107890 P-CARD TRAVEL - HOTEL		441.11

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		HOTEL SERVICE FEE - S.HOLTKAMP T26079	
		HOTEL- S.HOLTKAMP T26079 TAXES REFUNDED COMING	
3/6/2026	9107891 DUNKIN DONUTS**		41.97
		DONUTS FOR CDBG HABITAT - HUMANITY/ESTATE PLAN TRNG	
3/6/2026	9107892 DYNAMIC EQUIPMENT GROUP		5,667.13
		REPAIRS FOR UNIT#17-175 RO#65805-1	
		PM SERVICE UNIT#17-175 RO # 65805-1	
3/6/2026	9107893 E-PASS SERVICE CENTER		30.00
		TOLL INVOICE 1/8/26	
3/6/2026	9107894 EAGLE EQUIPMENT SERVICE 1, CORP.		612.31
		HYD LEAK REPAIRS-SAWYER ESTATES APTS.	
3/6/2026	9107895 P-CARD TRAVEL - REGISTRATION		1,199.00
		REG- F.AYALA T26080	
3/6/2026	9107896 FACEBOOK, INC.		14.33
		FACEBOOK CAMPAIGN 12/23/25-12/25/25	
3/6/2026	9107897 FASTSIGNS APOPKA		589.42
	CM2101 CITY HALL B-A 3RD FL REMD	WALL HOLDER-COUNCIL CHAMBERS,CC FEE	
3/6/2026	9107898 FASTSIGNS 175401		550.22
		OFFICE SIGNS-A347 & A337 CC FEE	
3/6/2026	9107899 FBI NATIONAL ACADEMY ASSOCIATION		966.04
		CERTIFICATE,STAND,FREIGHT POLO, TAX-FBI ACDMY TRNG	
		CERTIFICATE,STAND,FREIGHT POLO, TAX-FBI ACDMY TRNG	
		FBI ACADEMY MEMBERSHIP A. MONDELLO	
		MANDATORY FOR FBI TRNG PANTS, POLOS, JACKET	
3/6/2026	9107900 FBI-LEEDA, INC.		795.00
		TRAINING, LT M. CASILLAS CLASS C TRAVEL	
3/6/2026	9107901 MISC VENDOR PAYMENTS		55.00

Date	Check Number	Vendor Name/ Project	Transaction Description	Amount
			RECURRENT FAA DRONE REG 1/26/26	
			DRONE CERTIFICATIONS	
			DRONE REGISTRATION-FALCON 1&2	
3/6/2026	9107902	FIREBOY EMERGENCY MOBILE SERVICES		2,252.00
			UNIT 11-60 RO#38837	
			UNIT 11-58 RO#	
3/6/2026	9107903	FITNESS LOGIC, INC.		205.00
			QUATERLY MAINTENANCE & CLEANING OF GYM EQUIP.	
3/6/2026	9107904	FIVE9, INC.		2,751.88
			FIVE9 SVC 12/27/25-12/26/26	
			FIVE9 SVC 11/27/25-12/26/25	
3/6/2026	9107905	FLA-PAC		175.00
			FPAC ANNUAL MEMBERSHIP, D.WESLER	
3/6/2026	9107906	FLORIDA DEPARTMENT OF AGRICULTURE		461.25
			WEIGHTS& MEASURES PERMIT, CC FEE	
3/6/2026	9107908	FLORIDA DEPT. OF LAW ENFORCEMENT		508.00
			FINGERPRINTS - LEO STONEY	
			YOUTH BB VOLUNTEER-JOSE RIVAS	
			FINGERPRINTS - ARIEL DE JESUS	
			FINGERPRINTS-WYATT MILLS	
			FINGERPRINTS-ELIAS ORTIZ	
			FINGERPRINT-ELIJAH KERSEY	
			FINGERPRINT-KALETTE MANKA	
			FINGERPRINT-THOMAS CARTER	
			GUEST SPEAKER JLC-SATOMI HIRANO	
			FINGERPRINTS-AMANDA NASH	
			FINGEPRINTS - WALDEMAR JIMENEZ NIEVES	
			FINGERPRINTS - MARQUESE CARTERLROS	
			FINGERPRINTS - DRIVER/ COLLECTOR CANDIDATE	
			FINGERPRINTS-IAN BRINLEY	
			GUEST SPEAKER JLC-CHIEKO RAMBO	
3/6/2026	9107909	FLORIDA DIV OF INTERNATIONAL ASSOC.		70.00

Date	Check Number	Vendor Name/ Project	Transaction Description	Amount
			FDIAI MEMBERSHIP DUES FOR ASHLIGH CARROL	
			FDIAI MEMBERSHIP DUES FOR LISSETTE OSORIO	
3/6/2026	9107910	FLORIDA EMERGENCY PREPAREDNESS ASSC		100.00
			FEPA ANN MEMBERSHIP N. RISTAU 1/1/26-12/31/26	
3/6/2026	9107911	FLORIDA FIRE MARSHALS & INSPECTORS		95.00
			FFMIA ANNUAL MEMBERSHIP A. MILLER-JAN 26-DEC 26	
3/6/2026	9107912	FLORIDA GOVERNMENT FINANCE		640.00
			FGFOA MEMB A. HAWKINS 07.01.25-06.30.26	
			TRAINING, A. HAWKINS, CLASS C TRAVEL	
3/6/2026	9107913	FLORIDA LEAGUE OF CITIES		990.00
			INFRASTRUCTURE-SOLANGE CLASS C	
			REDEVELOPMENT INCENTIVES- SOLANGE CLASS C	
3/6/2026	9107914	FLORIDA MVR SERVICES, INC.		104.00
			MVR-NEW HIRE BACKGROUND DEPOSIT	
3/6/2026	9107915	FLORIDA RECORDS MANAGEMENT		240.00
			FRMA ANN DUES-CARMEN PENA	
			MEMBERSHIP DUES-I.LLAURO 1/13/26	
3/6/2026	9107916	FLORIDA STATE FIRE COLLEGE (FSFC)		50.00
			TRAINING, S. DILEONARDO, NO TVL REQ	
3/6/2026	9107917	FLORIDA SWAT ASSOCIATION		950.00
			TRAINING, MASON MONCAYO, FSA MEMB, T26128	
			TRAINING, BRANDON BRADLEY FSA MEMB, C CLASS TRAVEL	
			TRAINING, BRANDON BRADLEY FSA MEMB, C CLASS TRAVEL	
			TRAINING, MASON MONCAYO, FSA MEMBERSHIP	
3/6/2026	9107918	FS.COM INC		240.00
			IT - CISCO-10G-LR, COMPATIBLE 10GBASE-T SFP	
3/6/2026	9107919	GALLS, LLC		9,613.37
			ST CLOUD PD PATCHES, SHIPPING-PRODUCTION TEAM	

Date	Check Number	Vendor Name/ Project	Transaction Description	Amount
			POLICE UNIFORMS	
			POLICE UNIFORMS	
			ST CLOUD PD PATCHES, SHIPPING-PRODUCTION TEAM	
3/6/2026	9107920	GATOR POOLS & SPAS, INC.		71.99
			DPD POWDER-TESTING-WATER CHEMISTRY	
3/6/2026	9107921	GLORY SANDBLASTING, INC.		440.00
			TRAFFIC BOLLARDS-TRANSFER STATION	
3/6/2026	9107922	GOLF VENTURES, INC.		284.02
			CREEDENT BOTTLE,CC FEE	
3/6/2026	9107923	GOVERNMENT FINANCE OFFICERS ASSOC.		210.00
			GASB 103 ONLINE TRAINING J. COOPER	
3/6/2026	9107924	GOVERNOR'S HURRICANE CONFERENCE,INC		570.00
			REG- J.DEMELO T26140 & L.FLORES T26139	
3/6/2026	9107925	GRANITE TELECOMMUNICATIONS, LLC		250.32
			STARLINK MONTHLY SVC	
3/6/2026	9107926	P-CARD TRAVEL - HOTEL		599.90
			HOTEL- D.BRIDLE T26101	
3/6/2026	9107928	HANDYMAN HARDWARE		1,160.67
			MOUNTING TAPE-RESTROOM SOAP DISPENSER	
			RIBBED ANCHOR,STONE BIT, MOUNTING TAPE-SEAT COVER	
			DOUBLE SIDED TAPE	
			BLUE TAPE,PAINT BRUSH, TRAY KIT	
			CLOSET KITS	
			GLASS &TILE BIT,DBL BLADE	
			KEYS- TRIANGLE PARK	
			SPRAY PRIMER,WIRE CUP BRUSH	
			PVC BALL VALVE,GALV VALVE PVC FITTING	
			HEATHER HOSE,ADAPTER,SEAL -CH ICE MACHINE WO#19622	
			PROPANE- BALLFIELD FORKLIFT	
			FASTENERS	
			KILZ INT PRIMER-PROGRESS LN PUBLIC WORKS WO#19567	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		NONFUS DISCONNECT-DRONE WO#19272	
		BATTERIES- CANNERY FANS WO#19614	
	PRE032 ROCKING THE NEW YR IN STC	NEW KEYS,SCREWDRIVER	
		ENTRY LEVER-VETERANS PARK WO#19644	
		OPEN ELONG SEAT	
		PLASTIC ANCHOR,TILE& STONE BIT	
		PASS LINK CHAIN,BOLT SNAP	
3/6/2026	9107929 HARBOR FREIGHT TOOLS		10.96
		CR APPLD 574351 RFND DRAW DRAW, MET COLOR DEE	
		10 PC 1/2 DR MET COLOR DEE, TOOL BAG	
3/6/2026	9107930 HERO INDUSTRIES, INC.		1,000.00
	PS1803 LAW ENFORCEMENT TRUST	RESOLUTION 2025-176R/PD TRUST FUNDS/GEORGE PLUSH	
3/6/2026	9107931 HILL MANUFACTURING COMPANY, INC.		676.00
		ANTISEPTIC SOAP,ENZYMES, DRAIN LAX,CYCLONE DRAIN	
3/6/2026	9107932 HITS TRAINING & CONSULTING		358.00
		TRAINING, FRANCIS BARBERI CLASS C TRAINING	
		TRAINING, BRIAN WONG, CLASS C TRAINING	
3/6/2026	9107933 HOBBY LOBBY STORES, INC.		262.93
		KITCHEN,GIFT DEPT,FLORAL, CANDLE-APRECIATION DINNER	
3/6/2026	9107934 P-CARD TRAVEL - HOTEL		127.93
		HOTEL, A.MONDELLO, T26067	
3/6/2026	9107941 HOME DEPOT		11,256.89
		SCHEDULE,BELL END,COVER, TAMPER RESIST- WO#19485	
		A/C PVC PIPE,TEE,CAP CLIP -WO#19608	
		CROSS BRUSH TOOL,FUEL DRY VAC-TRUCK 14-66	
		WTR FLTR-CITY HALL WO#19588	
		PORTABLE HEATER,DIGITAL OIL-TEMP FS#32	
		GLASSES,SCREWDRIVER,PLIER -TOOLS TRUCK 14-51	
		PROPANE FOR THERMO	
		DOOR JAMB-CIVIC CTR DOORS WO#19553	
		STOVE FOR HOUSE ON STILTS	
		OUTLETS- WHT GFCI 4PK	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		ACIDIFER SOIL,GARDEN SULFUR	
		STORAGE BINS	
		SCRUB SPONGE,MR CLEAN ERASER	
		REMOTE GARGE DOOR WO#19594	
		PLYWOOD,TAPCON,DRYWALL SCREW,BRKT-FS#31 WO#19514	
	CM2101 CITY HALL B-A 3RD FL REMD	INT PAINT	
	CM2101 CITY HALL B-A 3RD FL REMD	PAINT,MOUNTING TAPE,STAIN MARKER,BRUSH	
		PINE BOARD- WO#19519	
		EPOXY DECOR CHIPS WO#19589	
		TOTE BOXES,RIDGID WET TILE SAW- BRICK PAVERS	
		FLIPTOGGLE, EXT CORDS - IT EQUIP-COUNCIL CHAMBERS	
		TRUFUEL, PIPE, SCREW, STOP RUST, SPADE, SAKRETE	
		PVC PIPE,PLUG,TEE,ADAPTER STRAP-WO# 19482	
		MOULDING MITER SNIPS, PROTRACTOR-WO#19519	
		ANCHOR,SCREWS,MOUNTING TAPE,GORILLA ULTIMATE	
		MARKERS,PENCILS,ANCHORS, TAPE MEASURE,DRILL BIT	
		GAS CAN & OIL	
		PARAWEDGE,COUPLING, ADAPTER-WO#19592	
		PINE BOARD,SELECT PINE- WO#19519	
		PIN NAIL,GORILLA ULTIMATE WO#19519	
		AC-BRUSH SET,RISER DUCT, CABLE TIE-WO#19608	
		CAP SCREW-WO#19519	
		COAT & HAT BALLEND, KICKPLATE- WO#19506	
		GORILLA ULTIMATE,PAINTERS TERRY TOWEL-WO #19519	
		PIPE WRENCH	
		PROPEX/TUBING CUTTER, TRACER-TRUCK 14-51	
		PAINT EXTERIOR DOORS- TRIANGLE BUILDING	
		3/4 SCH, ELECTTAPE, SUP33 CONDUIT BODY-STATION 34	
		CLAMP, JUNCT BOX, CEMENT, PLUG, CAT6 RISER-STATION	
		VACUME NOZZEL,RETCHET STRAPS	
		DISINFECTANT,SUPER WASH, STRETCH WRAP	
		AJAX CLEANER,SHOCKWAVE, SCRUB BRUSHES-UMBRELLAS	
		DUOPWR ANCOR- CONFERENCE ROOM	
		CABLE TIE,PAINTERS TOUCH, ROLLER TRAY,CONCRETE	
		HDX BENCH BRUSH	
		BATTERY LEAD-WO#19543, WO#19544,WO#19545	
		SOFTSOAP REFILL FOR FS32	
		TESTER SET,TAPE,TOOL BAG- TRUCK 14-51	
		UTILITY LED- WO#19717	
		UTILITY LED-WO#19689	
		COOL WHITE 10 OK-WO#19662	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		BEHR PAINT	
		PALLET, WRENCH SET,LOOPER BUNGEE, LOCK-STORM WATER	
		KNIFE,RATCHET STRAP,TOOL, MECHANICS SET	
		SHI/RCK,JOINTTAPE,DRYWALL COMMUNITY CTR WO#19630	
		COMPRESSOR,IMPACT,HUSKY SET	
		SMARTCODE SATIN NICKEL PADLOCK WO#19659	
		IT-POWER STRIP, PWR CORD TOOL	
		COMBO LOCK FOR INTEL	
		VACUUM FILTER, DEGREASER	
		LED LIGHTS WO#19666	
		VACUUM CLEANER	
		PLAY SAND, POST HINGE, DRILL BIT, J-HOOK-K-9	
		BROOM/DUSTPAN,BUCKET WITH LID,CAR WASH	
		PAINT-J.U.F.	
		COUPLING,SHOCKWAVE,TAPE MEASSURE,AUTHENTIC PALLET	
		ANCHORS,FLIPTOGGLE,ULTRA SHIELD	
3/6/2026	9107942 MISC VENDOR PAYMENTS		380.26
		HOTEL - ACM INTERVIEW CANDIDATE MICHAEL BARNETT	
		HOTEL - ACM INTERVIEW CANDIDATE WALKER, JABARIE	
3/6/2026	9107943 P-CARD TRAVEL - HOTEL		532.47
		HOTEL-M.BACHELDER T26043	
3/6/2026	9107944 IDENTIFIX, INC.		1,428.00
		DIAGNOSTIC SOFTWARE 1/14/26 THRU 1/13/27	
3/6/2026	9107945 INSTITUTE OF POLICE TECHNOLOGY		1,790.00
		TRAINING, A. CARROLL T26102	
		TRAINING, C. BAXTER T26103	
3/6/2026	9107946 INT'L ASSOC FOR PROPERTY & EVIDENCE		65.00
		IAPE MEMBERSHIP-C. BAXTER	
3/6/2026	9107947 INT'L INSTITUTE OF MUNCIPAL CLERKS		135.00
		DUES RENEWAL-S.WILDE EXP 3/31/26	
3/6/2026	9107948 J. MCKINNON, INC.		2,824.52
		SHELL ROADBASE,CC FEE	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		SHELL ROADBASE,CC FEE	
3/6/2026	9107949 P-CARD TRAVEL - OTHER EXPENSES		502.69
		FLIGHT- F.AYALA T26080	
		FLIGHT-CHANGE FEE - ANTHONY M, T26067	
3/6/2026	9107950 KATOM RESTAURANT SUPPLY		240.87
		SHEET PANS,FREIGHT	
		SHEET PANS	
3/6/2026	9107951 KISSELBACK FORD		428.93
		UNIT 3-43 RO# 65966-1 NEW KEYS & PROGRAMMING	
3/6/2026	9107952 KWIK ENTERTAINMENT		1,500.00
	PRE032 ROCKING THE NEW YR IN STC	PHOTO BOOTH-10/31/25	
3/6/2026	9107953 LAWSON PRODUCTS, INC.		3,995.35
		HEX CAP SCREW	
		BONDED NEOPRENE WASHER	
		HEX CAP SCREW	
		OPEN END RIVET	
		OPEN END RIVET,HEX CAP SCREW	
		HEX CAP SCREW	
		HEX CAP SCREW	
3/6/2026	9107954 LINE-X OF ST.CLOUD		1,349.99
		UNIT# 399 TONNEAU COVER- 500.00 DEPOSIT-HOLD	
		UNIT# 399 TONNEAU COVER BALANCE	
3/6/2026	9107955 LOWE'S		639.34
	PRE032 ROCKING THE NEW YR IN STC	HEATERS	
		MOLD REMOVER,SQUEEGEE	
		WATER THERMOSTAT,SINGLE ELEMENT- WO#19634	
3/6/2026	9107956 LUMEN TECHNOLOGIES GROUP		1,688.80
		LOCAL PHONE SERVICE 01/01/2026-01/31/2026	
		LOCAL PHONE SERVICE 12/01/2025-12/31/2025	
3/6/2026	9107957 LYNN PEAVEY CO.		727.82

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		EVIDENCE TUBES, SHIPPING	
		EVIDENCE POUCH,ENTOMOLOGY KIT, SHIPPING	
		EVIDENCE TAPE, SHIPPING	
		EVIDENCE TAPE, SHIPPING	
		EVIDENCE POUCH,ENTOMOLOGY KIT, SHIPPING	
		EVIDENCE TUBES, SHIPPING	
3/6/2026	9107958 MACK BRAZELLE		600.00
		TRAINING, LISSETTE OSORIO CLASS C TRAVEL	
3/6/2026	9107959 MEDTECH FORENSICS, INC.		241.00
		CRIME SCENE TAPE, SHIPPING	
		CRIME SCENE TAPE, SHIPPING	
3/6/2026	9107960 MEMORABLE MOMENTS CORP.		400.00
		DJ -1/17/26	
3/6/2026	9107961 MICHAELS STORES, INC.		353.76
		BALLOON-RIBBON CUTTING	
	PRE023 FATHER/DAUGHTER DANCE	ASH MTL RETRO, ASH MTL PKIN	
	PRE023 FATHER/DAUGHTER DANCE	PUMPKIN CART CENTERPIECES 2/27/26 PARTIAL PYMT	
	PRE023 FATHER/DAUGHTER DANCE	PUMPKIN CART CENTERPIECES 2/27/26 PARTIAL PYMT	
3/6/2026	9107962 MILLERS JUMP TIME ENTERTAINMENT LLC		623.00
		INFLATABLES-BALL FIELD RIBBON CUTTING 1/10/26	
3/6/2026	9107963 MUNICIPAL EQUIPMENT COMPANY, LLC		4,640.00
		FIRE UNIFORM SUPPLIES	
		FIRE EQUIPMENT/SUPPLIES	
3/6/2026	9107964 NAPA AUTO PARTS		288.67
		NCB ITASCA BAR CHAIN	
		CRO BAT TOOL	
		NON MICROFIBER TOWELS	
		CHA CHAMPION SPARK PLUG	
		NAF 2.5 DEF, NFD OIL DRY	
3/6/2026	9107965 NATIONAL INFORMATION OFFICERS		180.00
		ANNUAL MEMB-M.BACHELDER 1/23/26-1/22/27	

Date	Check Number	Vendor Name/ Project	Transaction Description	Amount
			ANNUAL DUES 1/1/26-1/1/27 A.SULLIVAN	
3/6/2026	9107966	NATIONAL INSTITUTE OF GOVERNMENTAL		456.00
			TRAINING, J DEMELO, ONLINE	
			TRAINING, L. FLORES, ONLINE	
3/6/2026	9107967	NATIONAL NOTARY ASSOCIATION, INC.		174.65
			NOTARY RENEWAL-C.KLOCKARS 1/21/26	
3/6/2026	9107968	NATIONAL RECREATION & PARK ASSOC.		320.00
			CPRP APPLICATION EXAM FEE -E.WARGO	
3/6/2026	9107969	NCS PEARSON, INC.		165.00
			TRAINING, ANDRAE MCNISH, ONLINE	
3/6/2026	9107970	NIMBLE SOFTWARE SYSTEMS, INC.		270.15
			SCHEDULING SOFTWARE-P& R 1/17/26-2/17/26	
3/6/2026	9107971	NORATEK SOLUTIONS INC.		4,109.00
			PLAYGROUND INSPECTION 12/26/25-12/27/26	
3/6/2026	9107972	NORTH-SOUTH SUPPLY, INC.		529.00
			K-RAINOUTLET,ROTOR,NOZZLE	
			PVC PIPE CUTTERS &VALVE BOX	
3/6/2026	9107973	NORTHERN TOOL & EQUIPMENT CO., INC.		1,760.80
			HOSE,GUN SWIVAL,WASHER OIL,GAUGE	
3/6/2026	9107974	NOTARY PUBLIC UNDERWRITERS		115.95
			NOTARY RENEWAL, STAMP, SHIPPING-A. HEMANS	
			NOTARY RENEWAL, STAMP, SHIPPING-A. HEMANS	
3/6/2026	9107975	OFFICE DEPOT		1,128.63
			DATE STAMPS	
			SMEAD CLASSIFICATION FOLDERS	
			3-RING BINDERS, PENS	
			FILE + HANGING FOLDERS	
			CALCULATOR	
			PLASTIC DIVIDERS	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		INK CARTRIDGE, LABELING TAPE, BINDERS, SHARPIE	
		DRY ERASE MARKER, BINDERS FILE FOLDERS	
3/6/2026	9107976 ORACLE ELEVATOR COMPANY		569.91
		QUARTERLY MAINTENANCE 1/1/26 - 3/31/26	
		QUARTERLY MAINTENANCE 1/1/26 - 3/31/26	
3/6/2026	9107977 P-CARD TRAVEL - OTHER EXPENSES		63.90
		PARKING, J. RODRIGUEZ, CLASS C TRAVEL	
		PARKING, R. TONKS, CLASS C TRAVEL	
		PARKING, ANDREW SIMEROTH, CLASS C TVL	
3/6/2026	9107978 ORANGE PEEL GAZETTE		325.00
	PRE032 ROCKING THE NEW YR IN STC	PRINT AD-ROCKIN THE CLOUD 12/1/25	
3/6/2026	9107979 ORLANDO HARLEY-DAVIDSON		489.89
		THROTTLE RESPONSE FOR TRAFFIC UNIT BIKE	
3/6/2026	9107980 ORLANDO SENTINEL COMMUNICATIONS		479.44
		ESUBSCRIPTION -V.MILLER 12/14/25-01/13/26	
		ITB 2025-227 COMMUNITY POOL RESURFACING	
		AD ORDER #7913794	
		SENTINEL AD-ITB NO. 2026-004	
		ORLANDO SENTINEL AD-2025-241	
		MONTHLY SUBSCRIPTION- MAYOR ROBERTSON	
		ESUBSCRIPTION- V.MILLER 1/14/26-2/13/26	
3/6/2026	9107981 OSCEOLA ANIMAL EMERGENCY		1,979.00
		K-9 CHAOS VET VISIT	
		SOLOMON, CHAOS, DRACO ANNUAL EXAM+BLOODWORK	
		SOLOMON VET VISIT FOR BROKEN TOOTH	
3/6/2026	9107982 OSCEOLA COUNTY HEALTH DEPT.		660.00
		ST.CLOUD BEACH-DEC 2025	
		CHISHOLM PARK BEACH SAMPLES- DEC 2025	
3/6/2026	9107983 OSCEOLA GLASS AND MIRROR, LLC		380.00
		INSULATED GLASS,BRONZE ANNEALED,GRAY SPACER	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
3/6/2026	9107985 OSCEOLA NEWS GAZETTE		3,956.72
		SC ORDINANCE 2024-50*	
		COUNCIL ADVISORY- LEGAL DISPLAY 12/25/25	
		NOTICE OF PUBLIC HEARING- ORD 2025-81 12/04/25	
		NOTICE OF PUBLIC HEARING- ORD 2025-81 12/11/25	
	PRE009 CHRISTMAS TREE LIGHTING	PRINT AD-TREE LIGHTING	
		SC RESOLUTION 2026-005R	
		NOTICE OF PUBLIC HEARING RES NO.2026-010R	
	PRE032 ROCKING THE NEW YR IN STC	FULL PAGE AD- 12/31/25	
	PRE032 ROCKING THE NEW YR IN STC	PRINT AD- ROCKING THE CLOUD	
		SC RESOLUTION 2026-002R*	
		SC RESOLUTION 2026-003R*	
3/6/2026	9107986 MISC VENDOR PAYMENTS		199.00
		XNOTE STOPWATCH SOFTWARE- COUNCIL PUBLIC MEETINGS	
3/6/2026	9107987 PEST PATROL OF CENTRAL FLORIDA INC.		305.00
		SHRUB TREATMENT- PESTS 12/31/25	
3/6/2026	9107988 PET SUPERMARKET, INC.		409.91
		RC DG FMN SHEP, RC DG GMN SHEP - K-9 FOOD	
		COSEQUIN, GREENIE, FPV DG GF - K-9 SUPPLEMENTS	
		RC DG GMN SHEP, FIRM UP BARS FOR CHAOS K-9	
3/6/2026	9107989 PIONEER ATHLETICS		2,700.00
		2.5 GAL WHITE FIELD PAINT NOZZLE CAP & TIP	
3/6/2026	9107990 PIZZA HUT OF AMERICA, INC.		84.03
	PRE032 ROCKING THE NEW YR IN STC	PIZZA-MAIN STAGE CREW & ENTERTAINMENT,TAX	
	PRE032 ROCKING THE NEW YR IN STC	PIZZA-MAIN STAGE CREW & ENTERTAINMENT	
		CR APPLD 00009,DUPLICATE REFD TAX PIZZA-MAIN STAGE	
	PRE032 ROCKING THE NEW YR IN STC	CR APPLD 00009, RFND TAXES ON PIZZA-MAIN STAGE	
3/6/2026	9107991 POLAR ENGRAVING		84.50
		BRICK WITH ENGRAVING	
3/6/2026	9107992 POSPAPER.COM		251.80
		CITATION PAPER	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
3/6/2026	9107993 PROPERTY & EVIDENCE ASSOCIATION		75.00
		2026 PEAF MEMBERSHIP FOR J. MONDELLO	
		2026 PEAF MEMBERSHIP FOR C. BASTER	
		2026 PEAF MEMBERSHIP FOR L. OSORIO	
3/6/2026	9107994 PUBLIC SECTOR HR ASSOCIATION		550.00
		PRINTED BOOKKLETS, ADMIN FEE FOR NEW OFFICERS	
		PRINTED BOOKKLETS, ADMIN FEE FOR NEW OFFICERS	
3/6/2026	9107996 PUBLIX SUPER MARKETS, INC.		1,379.48
		DRINKS,SNACKS,CREAMERS- COUNCIL MEETINGS	
		BIRTHDAY BALLOON FOR SENIOR WATCH	
		WELLNESS PGRM:1/22 COOK SALAD BOXES,WATER	
		COOKIES- CITIZENS ACADEMY	
		PLATES,CUTLERY,BOWLS,CUPS FOIL,NAPKINS-APPR DINNER	
		WATER,PLATES,NAPKINS, DINNERWARE	
		WATER,DINNERWARE,TAX- REFND IN FEB	
		SAFETY+EOY-LEMONADE,SWEET TEA, CUPS, STEAM PANS	
		STIRERS-COUNCIL MEETINGS	
		CHEESE,CAKE,WATER,LEMON, TEA-APPRECIATION DINNER	
	PRE032 ROCKING THE NEW YR IN STC	CIDER,SPARKLING,FRUIT-LTJ GREEN ROOM	
	PRE015 SENIOR PROGRAMS	CAKE- SENIOR BDAY	
	PRE032 ROCKING THE NEW YR IN STC	CUPS-LTJ GREEN ROOM	
		WATER	
		CR APPLD 025894, RFND WATER, DINNERWARE, TAXES	
	PRE032 ROCKING THE NEW YR IN STC	OJ,WATER,NIRTO BLACK, POPCORN- LTC GREEN ROOM	
3/6/2026	9107998 RAPCO SUPPLY		10,879.88
		CONTRACTOR,RELAY,LIMIT SWITCH-WO 19707	
		FILTERS	
		FILTERS	
		CONTRACTOR,RELAY,LIMIT SWITCH-WO 19707,FREIGHT	
		FILTERS	
		COPPER,ELBOW,THERMOSTAT, LINE DRIER-WO19590	
		A/C REPAIR-CITY HALL WO#19520	
		FILTERS	
		A/C REPAIR-CITY HALL WO#19520,FREIGHT	
		ELBOW,LIQUID LINE DRIER, ARMAFLEX	
		FILTERS- ANNEX BUILDING	
		FILTERS	

Date	Check Number	Vendor Name/ Project	Transaction Description	Amount
			FILTERS	
			FILTERS-SHUFFLE BOARD	
			BALL VALVE CORE REMOVAL- 14-59	
			RUN CAPACITOR- HVAC	
			FILTERS REPLACEMENT- STREETS BREAK ROOM	
			FILTERS	
3/6/2026	9107999	RAY ALLEN MANUFACTURING, LLC		449.97
			3 MUZZLES-NEW K-9 DOGS	
3/6/2026	9108000	REEVES COMPANY, INC.		368.78
			OFFICIAL UNIFORM NAME TAGS FOR HONOR GUARD	
			OFFICIAL UNIFORM NAME PIN	
3/6/2026	9108001	REM INDUSTRIES LLC DBA IDVILLE		368.52
			PRINTER RIBBON * ID CARDS SHIPPING	
			PRINTER RIBBON & ID CARDS SHIPPING	
3/6/2026	9108002	RENTAL WORLD OF ST. CLOUD		273.76
			CR APPLD 467382 RFND TRENCHER-EARLY RETURN	
			TRENCHER-STATION 34 DFR	
			CHAINSAW CHAIN-SPIKED BUMPER,FILE,SWISS	
3/6/2026	9108003	P-CARD TRAVEL - OTHER EXPENSES		92.64
			PARKING, JACOB RUIZ, CLASS C TVL	
			PARKING, JACOB RUIZ, CLASS C TVL	
			PARKING, JACOB RUIZ, CLASS C TVL	
3/6/2026	9108004	SAFETY-KLEEN SYSTEMS, INC.		340.82
			OIL WASTE PICKUP & PARTS	
3/6/2026	9108005	SAM'S CLUB		1,158.93
			MARCY PWR CAGE,UTIL BENCH -CET OFFICE, SHIPPING	
			CRACKER JACKS-BALL FIELD OPENING	
			CRACKER JACKS-BALL FIELD OPENING,SHIPPING	
			MARCY PWR CAGE,UTIL BENCH -CET OFFICE, SHIPPING	
			DUMBELLS FOR EXPLORERS	
3/6/2026	9108006	SCHINDLER ELEVATOR CORPORATION		7,281.88

Date	Check Number	Vendor Name/ Project	Transaction Description	Amount
			ST CLOUD CH ESCALATORS 1/1/26 - 3/31/26	
			ST CLOUD MARINA LAKESHORE 1/1/26 - 3/1/26	
			INSPECTION-MARINA ELEVATOR 12/30/25	
			ESCALATOR COMPONENT REPAIR	
			ST CLOUD WOMEN'S CENTER 1/1/26 - 3/31/26	
			ST CLOUD CH ELEVATORS 1/1/26 - 3/31/26	
3/6/2026	9108007	P-CARD TRAVEL - OTHER EXPENSES		37.87
			FUEL, A. MONDELLO, T26067	
3/6/2026	9108008	SHERWIN-WILLIAMS		2,065.61
			PAINT-FS #33	
			PAINT FOR PD DC OFFICE WO#19654	
			GAL HARDN, GALLON HZGRY EPOXY BLUE CHIPS WO#19589	
			PAINT	
			NYLON, WHITE RAGS, BRUSH TRIANGLE PARK WO#19589	
3/6/2026	9108009	SIP N DIP DONUTS, INC.		149.67
			DONUTS- BALLFIELD RIBBON CUTTING	
3/6/2026	9108010	SITEONE LANDSCAPE SUPPLY LLC		799.12
			PLANT GROWTH REGULATOR & SOIL	
			HERBICIDE & FERTILIZER	
3/6/2026	9108011	SKY POWERSPORTS SANFORD		1,268.81
			TIRE REPLACEMENT FOR UNIT #12-479 RO# 65914-1	
3/6/2026	9108012	SOUTHERN ECONOMIC DEVELOPMENT		350.00
			MEMBERSHIP RENEWAL- SOLANGE 1/23/26	
3/6/2026	9108013	P-CARD TRAVEL - OTHER EXPENSES		1,218.32
			FLIGHT, KARLA RODRIGUEZ, T26052	
			FLIGHT- F.AYALA T26081	
3/6/2026	9108014	SPACE EXPLORATION TECHNOLOGIES CORP		165.00
			INTERNET UNLIMITED 12/28/25-01/28/26	
3/6/2026	9108016	SPECTRUM/BRIGHTHOUSE NETWORKS, LLC		9,125.76

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		INTERNET SERVICES 12/01/2025 TO 12/31/2025	
		CABLE SERVICES FS#33 12/17/25 - 1/16/26	
		INTERNET SERVICES 11/01/2025-11/30/2025	
		INTERNET SERVICES 11/01/2025-11/30/2025	
		INTERNET SERVICES 12/01/2025 TO 12/31/2025	
		INTERNET SERVICES 12/27/2025-01/26/2026	
		INTERNET SERVICES 12/27/2025-01/26/2026	
		CC TV SERVICES- 12/26/25-01/25/26	
		CABLE SERVICES FS#31 12/19/25 - 01/18/26	
		TV CIVIC CENTER-12/26/25- 01/25/26	
		INTERNET 12/21/25-1/20/26	
		INTERNET SERVICES 12/01/2025 - 12/31/2025	
		SPECTRUM 12/27/25-01/26/26	
		INTERNET SERVICES 11/01/2025-11/30/2025	
3/6/2026	9108017 ST. FRANCIS ANIMAL HOSPITAL		189.66
		GEORGE ANNUAL CHECK UP & SHOTS	
3/6/2026	9108019 STAPLES BUSINESS ADVANTAGE		1,854.40
		D C OFFICE CHAIR RPLMT	
		ADDING MACHINE PAPER ROLL COPY PAPER	
		CARDSTOCK PAPER,COPY PAPER	
		DIVIDERS	
		CLIPBOARDS & STAMPERS	
		2026 CALENDARS	
		2026 CALENDARS	
		RY26 BS ENTRPSE, DESKPAD	
		WRITING CASE,OFFICE GLUE, CALANDER	
		COMMAND STRIPS, STICKY NOTES VELCRO, BINDERS	
		COPY PAPER, FRAME, GLUE, MARKERS, NOTEPADS, TAPE	
	PRE002 SUMMER CAMP	CLIPBOARDS & STAMPERS	
		HOLE PUNCH, TRASH CAN	
		PENS,NOTEPADS,STAPLES, MARKERS	
3/6/2026	9108020 STEEL-TOE-SHOES.COM		104.95
		COMPOSITE TOE SHOES - DAVID LEONARD	
3/6/2026	9108021 STICKER PRINT GO LLC		366.00
		CR APPLD 888049, RFND TAXES ON STICKERS-AWARDS	
		STICKERS-AWARDS CEREMONY TAXES-RFND PENDING	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		STICKERS-AWARDS CEREMONY, TAXES-RFND PENDING	
3/6/2026	9108022 STYLISH PAWZ		130.00
		GEORGE GROOMING	
		GEORGE GROOMING	
3/6/2026	9108023 SUBURBAN PROPANE L.P.		283.32
		PROPANE FOR THE TRAINING GROUNDS	
3/6/2026	9108024 SURVEYMONKEY INC.		468.00
		SURVEY MONKEY ANNUAL RENEWAL 12/31/25-12/30/26	
3/6/2026	9108025 SWANK MOTION PICTURES, INC.		105.00
	PRE015 SENIOR PROGRAMS	THE TRUMAN SHOW LICENSING FEE	
3/6/2026	9108026 SWIM ANGELFISH, LLC		350.00
		LEVEL 2 ADAPTIVE SWIM ONLINE-JESSICA GARCIA	
		LEVEL 2 ADAPTIVE SWIM ONLINE-SHELLA NEWTON	
3/6/2026	9108027 SYMBOLARTS, LLC		3,156.10
		CHIEF'S CHALLENGE COINS, SHIPPING	
		CHIEF'S CHALLENGE COINS, SHIPPING	
3/6/2026	9108028 THE BANCORP BANK N.A.		3,377.00
		LEASE 05/01/24-04/30/28	
	PS0304 MONEY LAUNDERING OPERAT.	SCIRS LEASE VEHICLE 02/01/2025-01/31/2027	
		LEASE 05/01/24-04/30/26	
3/6/2026	9108029 THE GRAPHICS SIGNS & IDENTITIES GRO		4,461.00
		SIGNS FOR FS #33	
	CM2101 CITY HALL B-A 3RD FL REMD	WRAP FOR PODIUM	
	CM2101 CITY HALL B-A 3RD FL REMD	REPLACE CINYL WRAP- CHAMBER ENTRANCE DOORS	
3/6/2026	9108030 TIMECLOCK PLUS, LLC		192.50
		TCP SVC 01/28/26-02/27/26	
3/6/2026	9108031 TOI TOI USA, LLC		1,035.15
		HOPKINS-01/07/26-02/03/26 CC FEE	
		BLU STANDARD,CC FEE 1/5/26-2/1/26	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		TOILET RENTAL SURCHARGE	
		TOILET RENTAL 12/31/25-1/27/26	
		TOILET RENTAL 1/9/26-2/5/26	
3/6/2026	9108032 TOWLANDO TOWING & RECOVERY INC.		58.00
		TOWING UNIT# 12-355 RO# 65789-1	
3/6/2026	9108033 TRACTOR SUPPLY COMPANY		1,275.92
		STALL MATT FOR EXPLORER GYM	
		HAMMER 20OZ BALL PEEN FOR CONSTRUCTION INSPECTORS	
		MASTER LOCK TRAILER #12-312	
		JEANS,SHIRTS- SETH	
	PRE032 ROCKING THE NEW YR IN STC	PROPANE-ROCKIN THE CLOUD 2025	
		ST BOOTS-RICKY WOLFE	
		BOLTS FOR K-9 EQUIP	
		UNIFORMS-R.BRACKEN& S.ADAMS	
3/6/2026	9108034 TRANSCOR SUPPLY INC.		133.75
		GATE BAR,SCREW CAP,WASHER LEVER,SHIPPING	
		GATE BAR,SCREW CAP,WASHER LEVER	
3/6/2026	9108035 TROPICAL AQUATIC POOL EDUCATION LLC		390.00
		TRAINING, RIVER DAVIS, ONLINE	
3/6/2026	9108036 TROY FAIN INSURANCE, INC.		114.95
		NOTARY RENEWAL-H.CASTILLO SHIPPING	
		NOTARY RENEWAL-H.CASTILLO	
3/6/2026	9108037 P-CARD TRAVEL - OTHER EXPENSES		250.82
		UBER- M. BACHELDER T20643	
		UBER-M.BACHELDER T26043	
		UBER- M.BACHELDER T26043	
		UBER- M.BACHELDER T26043	
3/6/2026	9108038 UBIQUITI INC.		5,351.10
		UISP CLOUD HOSTING PRO JAN 15-FEB 15, 2026	
		IT-ACCESS POINT, UI CARE, SHIPPING	
		IT EQUIPT-CAMERA G5 FLEX SHIPPING	
		IT-CAMERA, UI CARE, SHIPPING	

Date	Check Number	Vendor Name / Project	Transaction Description	Amount
			IT EQUIPT-CAMERA G5 FLEX SHIPPING	
			IT-CAMERA, UI CARE, SHIPPING	
			IT-ACCESS POINT, UI CARE, SHIPPING	
3/6/2026	9108039	UNITED SITE SERVICES OF FLORIDA LLC		4,255.65
			TOILETS-SOLIDER CITY 11/14/25-11/17/25	
		PRE032 ROCKING THE NEW YR IN STC	PORTABLE RESTROOMS 12/31/25-01/02/26	
			PORTABLE RESTROOMS 11/14/25-11/17/25	
			TOILETS-SOLIDER CITY 12/12/25-12/15/25	
			TOILETS-SOLIDER CITY 12/26/25-12/29/25	
		PRE030 TRUNK OR TREAT	RESTROOMS FOR TRUNK OR TREAT-10/24-10/27/2025	
			TOILETS-SOLIDER CITY 12/05/25-12/08/25	
3/6/2026	9108040	UNITED STATES POSTAL SERVICE		1.63
			NARCOTICS EXPRESS MAILER FORM 222	
3/6/2026	9108041	UPPCC - UNIVERSAL PUBLIC PURCHASING		860.00
			TRAINING, ZUZELL GIL, ONLINE	
			NIGP-CPP BOOKS	
			TRAINING, ZUZELL GIL, CLASS C TVL	
			TRAINING, ZUZELL GIL, ONLINE	
3/6/2026	9108042	UPS STORE, THE		340.88
			SHIPPING 2 NIGHT VISION LEASE EQUIP. W/INSURANCE	
			SHIIPPING SWAT ITEM	
			SHIPPING DISPATCH DESK RAISERS FOR REPAIRS	
			SHIPPING-HONOR GUARD TEST UNIFORMS RETURNED	
			SHIPPING SWAT ITEM	
3/6/2026	9108043	VALENCIA COMMUNITY COLLEGE		1,320.00
			TRAINING, SIMS, JONES, BOGUS, CLASS C TRAVEL	
			TRAINING, SIMS, JONES, BOGUS, CLASS C TRAVEL	
3/6/2026	9108044	VECTOR SOLUTIONS		6,793.44
			WEB & MOBILE 12/1/25 - 8/19/26	
			TRAINING MANAGEMENT 12/1/25 - 10/6/26	
3/6/2026	9108045	VERIZON WIRELESS		750.94
			LOCAL PHONE SERVICE 11/24/2025-12/23/2025	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
3/6/2026	9108047 W.W. GRAINGER, INC.		8,013.11
		HANDLE,BROOM HEAD,DUSTPAN BENCH BRUSH, SHIPPING TAG	
		SHOP TOOLS	
		SHOP TOOLS	
		REPLACEMENT THERMOSTAT- WO#19634	
		DOOR CLOSER ALUMINUM- WO#19611	
		V-BELT PULLEY- WO#19562	
		TOILET SEAT COVER DISPENSER- WO#19560	
		FLOOR MOUNT VIBRATION ISOLATOR- WO#19608	
		TOILET SEAT COVER DISPENSERS- WO#19560	
		CEILING DIFFUSER DUCT- WO#19552	
		SAFETY SIGN- WO#19673	
		SHOP TOOLS	
3/6/2026	9108049 WAL-MART COMMUNITY		2,078.37
		CS, MOTTS. GATOR PWDR, BOLD CLASSIC, MUSTARD	
		PANTS-C.GONZALEZ	
	PRE032 ROCKING THE NEW YR IN STC	TOWELS-BACKSTAGE/VIP MAIN STAGE ACT NYE	
	PRE032 ROCKING THE NEW YR IN STC	CUPS	
	PRE032 ROCKING THE NEW YR IN STC	HAND WARMERS	
		SPIRIT SQUAD- VALENTINE'S GRAM	
		SPIRIT SQUAD- VALENTINE'S GRAM	
		STORAGE TOTE - CIVIC CTR	
		PANTS-CHRISTOPHER ORTIZ	
		PANTS- DAVID MORGAN	
		PANTS-FREDRICK SANCHEZ	
		PANTS -MARCUS LOWERY	
		PANTS-DYLAN WILLIAMS	
		2 TCL TVS - IT CHAMBERS REMODEL	
		FREEZER BAGS, LYSOL FOR INVENTORY UNIT	
		2 WRANGLER JEANS - DAVID GROSS	
		SHOWER HEAD FOR FS33	
		MICROWAVE- BREAKROOM	
		PANTS-ERIC MOODY	
3/6/2026	9108050 WAWA, INC.		18.82
		FUEL FOR FIRE PREVENTION TRAILER	
		FUEL-PREVENTION SAFETY TRAILER GENERATOR	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
3/6/2026	9108051 WAX MONKEY DETAIL SHOP		81.80
		FULL INTERIOR & EXTERIOR WASH - UNIT 12-467	
3/6/2026	9108052 ZOOM VIDEO COMMUNICATIONS, INC.		478.51
		ZOOM 01/09-02/07/26 PCMT SOLICITATION+REC PUB MTG	
		ZOOM SUB-PCMT 01/08/26-01/07/27	
3/6/2026	9108053 10TH STREET PRODUCE, LLC		2,984.90
	PRE032 ROCKING THE NEW YR IN STC	FOOD FOR VIP 12/29/25	
3/6/2026	9108054 24HOURWRISTBANDS.COM		385.32
	PRE045 PAINT THE CLOUD GREEN	LAPEL PINS	
3/25/2026	9108056 A-LINE FIRE & SAFETY, INC.		1,342.00
		MTNC FIRE EXT. STATE CERT 5YR HYDRO TEST+RECHARGE	
		ANNUAL MAINT, NEW EXTINGUISHER	
3/25/2026	9108057 ACCESSIBILITY PARTNERS, LLC		1,453.80
		ADA BUDGET BOOK FY 25-26	
3/25/2026	9108058 AT TRAILER CENTER		18.38
		SHACKLE BOLT,NUT,BUSHING- UNIT# 8-40,RO# 6615	
3/25/2026	9108059 CALL ONE, INC.		1,042.83
		HEADSET BASE RPMT, FREIGHT	
3/25/2026	9108060 CITY ELECTRIC SUPPLY COMPANY		1,180.78
		WALLBOX CONTROL,SWITCHING BOX-WO#19734	
		CONT 2 POLE COIL-WO#19869	
		ELECTRIC WIRE,CAUTION TAPE	
3/25/2026	9108061 COINS FOR ANYTHING,INC.		180.25
		DEPOSIT-LEADERSHIP CHALLENGE COIN	
3/25/2026	9108062 COMMERCIAL ENERGY SPECIALISTS, LLC		684.98
		SERVICE CALL-LAKEFRONT CONNECTION & FEE	
3/25/2026	9108063 DANA SAFETY SUPPLY, INC.		14,430.38

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		LIGHTS FOR UNIT #11-69	
		INSTALLATIONS OF GRAPHIC UNIT# 12-466	
		FLASHLIGHTS, SWITCH FOR NEW OFFICERS RIFLES	
		EQUIP INSTALLATION - UNIT# 12-512	
		EOTECH FOR NEW POSITIONS	
		PISTOL HOLSTERS FOR PD NEW HIRES	
		LIGHTS FOR UNIT #11-69	
		CARGO MOUNT FOR UNIT 12-512, K9 TAGS	
		SIG BATTERY CAP - SIG SAUER PISTOLS	
3/25/2026	9108064 DH PACE DOOR SERVICES OF ORLANDO		2,626.93
		GARAGE DOOR REPAIRS-FS#34 &FS#31	
		GARAGE DOOR REPAIRS-FS#34 &FS#31	
3/25/2026	9108065 EMBROIDERY PLUS PROMOTIONAL INC.		4,393.88
		POLO-CHILL, ACARTER,KLONG DRAMIREZ,SPARKMAN,JTORRES	
		UNIFORM SHIRTS- D.C ROBERTS	
		SHIRT EMBROIDER-LT. NATER	
		UNIFORM SHIRTS FOR CHIEF	
		FIRE DEPT PATCHES	
		D.C. ROBERTS,OFC.MELENDEZ CBAXTER,LOSORIO,ACARROLL	
		D.C. ROBERTS,OFC.MELENDEZ CBAXTER,LOSORIO,ACARROLL	
3/25/2026	9108066 ENVIRONMENTAL PRODUCTS OF FL. CORP.		44.95
		BALL VALVE -JET VAC 4-116	
3/25/2026	9108067 EXOTIC EMBROIDERY OF CENTRAL FL.		1,700.00
	PRE032 ROCKING THE NEW YR IN STC	EVENT GIVEWAYS- SHIRTS- ROCKIN THE CLOUD	
3/25/2026	9108068 FIRST RESPONSE TRAINING GROUP		225.00
		BLS COURSE FOR 5 NEW HIRE	
3/25/2026	9108069 FLORIDA MOBILE SPEED TESTING LLC		741.00
		LASER RADAR REPAIRED - SN3TJ008818	
		RADAR REPAIR-SN#AS0082812	
		TINT METERS	
3/25/2026	9108070 FRONTLINE PUBLIC SAFETY SOLUTIONS		3,234.00
		MOT REFRESHER CLASS C 1/6/26,1/20/26-1/21/26	

Date	Check Number	Vendor Name / Project	Transaction Description	Amount
			MOT REFRESHER CLASS C 1/6/26,1/20/26-1/21/26	
3/25/2026	9108071	GAS SOUTH, LLC		1,543.25
			POOL GAS 12/10/25-1/12/26	
3/25/2026	9108072	HODGINS HOME APPLIANCE STORE, LLC		923.40
			FREEZER, SHIPPING-FS32	
			FREEZER, SHIPPING-FS32	
3/25/2026	9108073	KCS FARM STORE LLC		772.19
			TELEPHONE POLES	
3/25/2026	9108074	KISSIMMEE/OSCEOLA COUNTY CHAMBER OF		250.00
			MONTHLY(LUNCH)MEETINGS- MAYOR ROBERTSON	
3/25/2026	9108075	LYNCH OIL		2,172.64
			FUEL FOR GENERATOR	
3/25/2026	9108076	MILLS & NEBRASKA		1,999.30
			DOOR REPLACEMENTS AT SHUFFLEBOARD	
3/25/2026	9108077	NATIONAL TRENCH SAFETY, INC.		1,300.89
			PROTECTIVE SLEEVE,CC SURCHARGE	
3/25/2026	9108078	NEXTRAN TRUCK CENTER		502.00
			UNIT#5-112 RO#65671-1 PRELIMINARY DIAGNOST	
3/25/2026	9108079	O'REILLY AUTO PARTS		55.17
			BATTERY 18-129	
3/25/2026	9108080	OPENGOV,INC.		1,998.00
			ADMIN CERT- R.TESTERMAN T26117	
			REG- LIZ WARGO T26123	
3/25/2026	9108081	ORLANDO WEEKLY		3,000.00
		PRE045 PAINT THE CLOUD GREEN	DIGITAL EVENT ADS-PAINT THE CLOUD GREEN	
3/25/2026	9108082	PRIORITY DISPATCH CORP		425.00

Date	Check Number	Vendor Name / Project	Transaction Description	Amount
			TRAINING, A. SANTANA ONLINE TRANING	
3/25/2026	9108083	RING POWER CORPORATION		395.90
			GRADER FREIGHT	
3/25/2026	9108084	SAFETY PRODUCTS, INC.		1,570.46
			RAIN JACKET,BREAKAWAY VEST	
			RAINCOATS- EMPLOYEES	
			RAIN JACKETS	
			CAUTION SIGNS,RIBS-SIGNS, SCREW LOCK,MARKING PAINT	
			RAINCOATS- EMPLOYEES, FREIGHT	
			RAINCOATS,RESPIRATORY MASK & FILTERS	
			RANGER CLEAR FRAME CLEAR ANTI-SCRATCH LENS	
			MARKING PAINT,RAINCOATS	
			MARKING PAINT,RAINCOATS, FREIGHT	
3/25/2026	9108085	SOUTHEASTERN SURVEYING & MAPPING		662.40
			LEGAL DESCRIPTION-NOLTE VILLAGE EASEMENT,FEE	
3/25/2026	9108086	SOUTHERN HYDRAULICS LLC DBA		828.43
			RED HORIZON,PIPE SWIVEL, WEAR BAND,SUPER SWIVEL	
3/25/2026	9108087	ST. CLOUD PRINTING		4,695.45
			RESTROOM SIGNS	
			EMBROIDERY ON SHIRTS	
			FINANCE EMPL SHIRTS	
			UNIFORM SHIRTS- MULTIPLE EMPLOYEES	
			SHIRTS-SERRANO,WOLF,RAGGI MCCRIMON,PADGETT	
			PLATE-FIREFIGHTER OF THE YEAR AWARD	
			EMBROIDERY-STAFF SWEATERS	
			EMBROIDERY ON SHIRTS	
			NTA FORMS - APPRD BY CAP WESLER	
			OFFICIAL PATROL HATS FOR INVENTORY	
3/25/2026	9108088	STANLEY STEEMER		225.00
			CLEANING CARPET-CITY HALL OFFICE PROCURMENT	
3/25/2026	9108089	STARLING CHEVROLET BUICK GMC		204.47
			REPAIRS-UNIT 12-477	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
3/25/2026	9108090 SURPLUS STEEL & SUPPLY, INC.		1,819.80
		STEEL-FLAT BAR-TRANSFER STATION	
		PIPE 5PCS-BALLORDS AT CEMETARY	
3/25/2026	9108091 TEN-8 FIRE EQUIPMENT		941.25
		COMBO LADDER	
3/25/2026	9108092 TERRACYCLE REGULATED WASTE, LLC		447.00
		BULB EATER FILTER COMBO KIT-RECYCLING LIGHTS	
3/25/2026	9108093 VERMEER SOUTHEAST SALES & SERVICE		868.25
		ROA PART-STUMP GRINDER 7-189	
3/25/2026	9108094 A TOUCH OF BASIL LLC.		3,499.90
		FOOD-CITIZEN'S ACADEMY 2026	
		SPIRIT SQUAD-ZITI, CKN PARM, CANNOLI-SVC AWARD	
	PRE023 FATHER/DAUGHTER DANCE	CKN PARM, SALAD, TENDERS FATHER DAUGHTER DANCE	
		GARLIC TWIST, SALAD, ZITI PIZZAS-SAFETY TRAINING	
3/25/2026	9108095 ABSCO INDUSTRIAL WEIGHING & EQUIP		1,549.00
		ANNUAL CALIBRATION & CERT OF SCALES IN EVIDENCE	
		EVIDENCE SCALE FOR WEIGHING DRUGS	
3/25/2026	9108096 ACADEMY SPORTS & OUTDOORS		754.85
		UNIFORM SHIRTS-D.GROSS	
		ST SHOES FOR J. HENRIUS	
		ST BOOTS- D.CALLAGHAN	
		ST BOOTS- MARIO GARCIA	
		UNIFORM SHIRTS-J.JOHNSON	
		SHIRTS -MARCUS LOWERY	
		UNIFORM SHIRTS-ERIC MOODY	
3/25/2026	9108097 ACCURATE ELECTRICAL CONNECTION, INC		2,090.00
		TRACE OUT EXISTING CALL CENTER CIRCUITS	
3/25/2026	9108098 ACP INTERNATIONAL, INC / SA-SO		1,107.00
		SECTION MARKER POLE,SIGN FRAME,HARDWARE	
		SECTION MARKER POLE,SIGN FRAME,HARDWARE,SHIPPING	

Date	Check Number	Vendor Name/ Project	Transaction Description	Amount
3/25/2026	9108099	ADT, LLC		131.61
			ADT 03/01/26-05/31/26	
3/25/2026	9108100	ADVENTHEALTH CENTRA CARE (ADVENTIST		2,686.00
			DOT ANNUAL MEMBERSHIP FEE	
			EMPLOYEE PHYSICAL EXAMS PRE EMPLOYMENT	
			DOT RANDOM,POST-ACCIDENT, WRKS COMP TESTING-122025	
3/25/2026	9108101	P-CARD TRAVEL - HOTEL		2,844.45
			AIRBNB FOR SWAT CQB TRNG, T26082-T26089, TAXES	
			AIRBNB FOR SWAT CQB TRNG, T26082-T26089, TAXES	
3/25/2026	9108102	AIRGAS USA LLC		7,082.13
			CYLINDER RENTAL 12/01/25 -12/31/25	
			OXYGEN	
			CYLINDER RENTAL 1/1/26 - 1/31/26	
			TRMNL TWECO,CONE &CHSL, CLMP GRND,CNSTR ROD,STCK	
			TIP CTNG VICTOR,CAB 2-MPC CAB WLDG,ELECT STCK	
			GAS BOTTLE REFILL-OXYGEN INDUSTRIAL,CYL FEE	
			SECREPAIR,FILTER KT ROBIN PLUG SCKT,PUMP,SURCHARGE	
3/25/2026	9108103	P-CARD TRAVEL - HOTEL		272.25
			HOTEL DEPOSIT- J.WALKER T26120	
3/25/2026	9108126	AMAZON.COM		36,023.65
			WELLNESS PGRM: 3/12/26 SOUND MACHINES	
			DIVISION PAPER TOWELS	
			DIVISION PAPER TOWELS	
			BURNER-CITIZEN'S ACADEMY PRESENTATION	
			CHART SQUARES,VISION GAME -LIFEGUARD INSERVICE	
			PHONE CLIP REPLACEMENT- J.LAURENT	
			CRAYONS &DRY ERASE MARKER -CAREER DAY	
			TBL RUNNER, V-DAY BACKDROP-RODEO DAY PARADE	
			MOTOROLA MOBILE RADIOS	
			5 GALLON POTS,3 GALLON POTS-PEGHORN	
			DIGGERS,WORK GLOVES	
			4TH JULY BOARDER, GIFT WRAP CAREER DAY-HM SCHOOL	
			CORK BOARD	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		VDAY WREATHS - RODEO DAY PARADE	
		SURVEY MARKERS	
		LABEL STICKER-KINGS CREST COMMUNITY MEETING	
		CT BOOTS- C.URUSKY	
		DISH SOAP	
		COFFEE STIRRERS, VACUUM FILTERS, K CUP PODS	
		FL EMT PATCH, SHIPPING	
		REMOTE SWITCH RELEASE CORD - EVIDENCE	
		EIGATO-STUDIO CONTROLLER	
		BALLOONS, TISSUE PAPER FOR VENDOR ACADEMY	
		TISSUE PAPER, BALLOONS FOR VENDOR ACADEMY	
		ADAPTERS, TONER, PRINTER	
		PROTECTIVE CASE CITY CELL &SCREEN PROTECTORS	
		DOOR SEAL	
		CUSTOM STAMP-"DEPOSIT ONLY& PUBLIC WORKS"	
		TOOL BOX LATCHES,GLOVES, MONITOR CABLE	
		UNIFORM FOR REBECCA S 2887	
		CLAW MACHINE-EXPO DISPLAY	
		IT- DELL DOCKING STATION	
		RPMT MONITORS-SUBSTATION	
		CPPB EXAMINATION PREP GUIDE	
		VACUUM FOR FIRE HQ	
		FIRST AID BAGS	
		COFFEE MAKER - EOC	
		EXTERNAL HARD DRIVE - EVIDENCE	
		CAR POWER INVERTER	
		VDAY FANS KIT-RODEO DAY PARADE	
		5OF12- CAR PHONE CHARGERS	
		BATTERIES-DEWALT HAND TOOLS,SHIPPING	
		LAMINATOR MACHINE,KITCHEN PAPER TOWELS	
		LAMINATOR MACHINE,KITCHEN PAPER TOWELS	
		ID BADGE HOLDERS	
		3 CASES WASP SPRAY	
		TONER-COUNCIL ADMIN PRINTER	
		BEADS, ELASTIC STRING _ COMM ENGAGEMENT EVENT	
		SPEAKERS FOR TAIMI PC	
		SCPD PATCH REQUEST ENVELOPES	
		PEN, FIDGETS, BRACLETS, GIFT BAG-COMM EVNT-AUTISM	
		FIDGET,GLASSES,PTY FAVORS STRESS BALLS-COMM EVENT	
		PHONE CASE-3 NEW HIRES	
		WATER FILTERS-ICE MACHINE -CITY FACILITIES	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		SURVEY MARKERS	
		WORK GLOVES	
		PROTECTIVE CASE CITY CELL PHONE	
		RAID DOUBLE CONTROL	
		1 OF 5 HARD HATS	
		LYSOL WIPES	
		REFLECTIVE SAFETY SHIRTS- ISAAC AYALA	
		REFLECTIVE SAFETY SHIRTS- ISAAC AYALA	
		INK-BILLING PRINTER, SHREDDER-OFFICE	
		1OF2 WORK GLOVES -.44 PROMO	
		WORK GLOVES	
		BUMP CAP HARD HAT	
		DRIVER SET,SAFETY VESTS	
		FILE CABINET, TOGGLE HOOKS	
		CT BOOTS-EFRAIN DIAZ	
		SAFETY REFLECTORS	
		DOG WASTE HEADER BAGS	
		AA BATTERIES	
		ST BOOTS- C.SORENSON	
	PRE015 SENIOR PROGRAMS	BRAIN MEMORY	
		CR APPLD 4506290-1357812 RFND SCANNER ANTENNAS	
		BATTERIES-DEWALT HAND TOOLS	
		PUSH-PULL WEEDING,TAIL LIGHT KIT	
		WORK GLOVES,SCREWS,NAILS, SHUT OFF VALVE-PEGHORN	
		CUSTOM STAMPS FOR WORK ORDERS	
		STRUCTURAL LAG SCREWS	
		BLACK NOISE CANCELING MICROPHONE	
		HAND SANITIZER	
		2OF2 WORK GLOVES, -.44 PROMO	
		5 GALLON POTS	
		PEGS FOR PEGBOARD FOR WORK ORDERS	
		POLE LIGHTING-BALLFIELDS WO#19869	
		NEW WATERPROOF BOX- LANDFILL WO#19949	
		DIMMER SWITCH-CITY HALL WO#19734	
		BRICK WALL TILE SAMPLES WO#19714	
		SAFETY RAIN JACKETS	
		WINDSHIELD UNIT# 17-175	
		RACHET STRAPS	
		COOLING FAN -UNIT 17-175	
		COOLING FAN-UNIT 17-175, SHIPPING	
		RODENT BAIT- PEGHORN	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		7OF12 CAR PHONE CHARGERS	
		MOTOROAL MOBILE RADIOS	
		COMMERCIAL TOILET-JOHNSON PARK WO#19910	
		BATTERIES	
		MICROSOFT SURFACE COVERS	
		PWR INVERTER, LIRNINSEGIE KIT AND CARRING BAG	
		THERMAL LAMINATING SHEETS	
		PET WASTE DISPENSERS- PARTIN TRIANGLE PARK	
		SPARK PLUG-GENERATOR & CORDLESS VACUUM-GRILLS	
		TONER CARTRIDGES	
		WIRELESS GATEWAY FOR INTEL, SHIPPING	
		PHONE CASE- TYLER	
		EXTENSION CORD	
		RAID BAIT STATIONS	
		RAID ANT & ROACH SPRAY	
		TOOLS,KEY CHAINS,SCREWS	
		NAVY CARGO PANTS	
		BED RAILS, BUNKBED LADDER	
		MONITOR PRIVACY SCREENS	
		ANTENNA EXT CABLE-BURKARD	
		ANTENNA EXT CABLE-BURKARD	
		SCREWS, LEVER WIRE, IRON FORGE, PATCH CABLE, CLAMP	
		BULKHEAD MOUNT-BURKARD	
		PRO STEEL HOSE CLAMP - BURKARD CAMERA	
		PHONE CASE-J. KLUESNER	
		FRIDGE FILTER RPMT	
		SPIRIT SQUAD-CUTLERY, PLATES FOR SERVICE AWARDS	
		TACTICAL PANTS FOR NEW HIRES	
		TACTICAL CARGO PANTS	
		DINING CHAIRS SET OF 6	
	PRE015 SENIOR PROGRAMS	MOVIE- HOME ALONE	
		SNACK BOX FOR NHO	
		WINDSCREEN4LESS PRIVACY FENCE SCREEN	
		FL EMT PATCH, SHIPPING	
		FL PARAMEDIC PATCH	
		HWC 20" POLICE SECURITY ISSUE TIE CLOSURE	
		SPIRIT SQUAD-SVC AWARD- TABLE RUNNERS	
		LONG SLEEVE SHIRTS	
		NAVY TACTICAL PANTS FOR NEW HIRES	
		COPY PAPER, PENCILS	
		SPIRIT SQUAD-FAIRY LIGHTS FOR SERVICE AWARDS	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		SPIRIT SQUAD-SERVING UTENSILS FOR EVENTS	
		EMPLOYEE BIRTHDAY CARDS	
		SPIRIT SQUAD-STEAM PANS - SQUAD EVENTS	
	PRE050 SILVER SPURS RODEO PARADE	STICK HORSE,COWBOY HATS, HORSE PLUSH-RODEO 2/14/26	
		SPREADER TOOL, KNIFE, BLADES PUTTY STICK-IT	
		BOOKS-LINCOIN ON LDRSHIP PROMO-APPRV BY DC RUIZ	
		PANEL MOUNTING-BURKARD	
		PHOTOCELL PWR TAP-BURKARD	
		HDMI ADAPTERS-IM SUPPLIES	
		MOUSE PAD,MONEY ENVELOPES	
		MOUSE PAD,MONEY ENVELOPES	
		WHITEBOARD PINSTRIPE TAPE LINE, MAGNETIC WHITEBOARD	
		MONITOR MOUNT-RHONDA	
		NIGHTSTANDS	
		PANEL MOUNTING-BURKARD	
		IT-MOUSE, DUAL MONITOR ARMS	
		IT-MICROSOFT SURFACE PRO	
		RUBBER BANDS - IT	
		IMPACT PUNCH DOWN TOOL- IT ACCESS CONTROL REPAIR	
	PRE050 SILVER SPURS RODEO PARADE	PLUSH HORSE-RODEO PARADE 2/14/26	
		STEEL DOOR RECESSED-IT ACCESS CONTROL REPAIR	
		MOTOROLA IGNITION CABLE, ANTENNAS	
		PHONE CASE, PLASTIC CASES FOR SUPPLIES	
		SNACK BOX, WATER FOR NHO	
		WATERPROOF VHF CASE	
		CPR FACE SHIELD, MOP HEAD RPMT, SHOWER CURTAIN	
		GLOVES, TIDE PODS FOR LAUNDRY	
		SCANNER RECEIVE ANTENNAS	
		SERVER RACK, WALL MOUNT - IT	
		MASTER BIKE LOCK-EVIDENCE	
		LYSOL, TAPE, AJAX	
		PANEL MOUNTING, ANTENNA EXT CABLE BURKARD	
		MONITORS, ERGONOMIC KEYBOARD	
		RADIOS FOR THE EOC	
		SIGN HOLDER-CITIZENS ACADEMY	
	PRE015 SENIOR PROGRAMS	DVD'S-MOVIE MATINEE- SHAWSHANK,DOUBTFIRE	
	PRE015 SENIOR PROGRAMS	MEMORY ACTIVITY,BRAIN HACKS,BEACH BALL	
		BATTERIES - PD, BOOTS- J. DUNN	
		BATTERIES-PD, BOOTS - J. DUNN	
		WINDSCREEN4LESS PRIVACY FENCE SCREEN	
		LONG SLEEVE SHIRT	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		DOOR SIGNS	
		CALCULATOR	
		NAVY CARGO PANTS	
		EXTERNAL HARD DRIVE FOR CIU	
	PRE015 SENIOR PROGRAMS	MOVIE-THE PURSUIT OF HAPPYNESS	
		EXTENDED BRAKE PEDAL FOR TRAFFIC UNIT BIKE	
		CISCO CABLES FOR NEXT GEN FIREWALL UPGRADE	
		KEYBOARD FOR DC RUIZ	
		WALL CLOCK RPMT-DISPATCH	
		PADLOCKS FOR EVIDENCE	
		CISCO CATALYST - NEXTGEN FIREWALL UPGRADE	
		BATTERY FOR PD	
		MONITOR, MOUNT BRACKETS, VGA USB, KVM CABLE	
		IT-NETWORKING-USB CABLE	
	PRE010 FALL YOUTH BASKETBALL	BBALL TUMBLERS -COACHES SPLIT ORDER 1OF2	
		2 IN 1 USB KVM CABLE, HDMI CONVERTER	
	PRE010 FALL YOUTH BASKETBALL	BBALL TUMBLERS-COACHES SPLIT ORDER 2OF2	
	PRE010 FALL YOUTH BASKETBALL	BALL RACK	
		INTERNAL HARD DRIVE-CIU, RUBBER FINGERS	
	PRE027 TODDLER TIME PROGRAMS	FOAM FOOTBALL	
		TEMPERED GLASS-TYLER PHONE	
	PRE023 FATHER/DAUGHTER DANCE	RAFFLE TICKETS	
	PRE023 FATHER/DAUGHTER DANCE	FAKE DIAMOND VASE FILLERS GODMOTHER COSTUME-2/27/26	
		PAPER TOWELS - IT	
	PRE023 FATHER/DAUGHTER DANCE	PHOTO BACKDROP- 2/27/26	
	PRE023 FATHER/DAUGHTER DANCE	PHOTO BACKDROP- 2/27/26, SHIPPING	
	PRE023 FATHER/DAUGHTER DANCE	SEGRETO HALLOWEEN COSTUME	
	PRE027 TODDLER TIME PROGRAMS	KICKING TEE	
		DOOR SIGNS,SHIPPING	
	PRE027 TODDLER TIME PROGRAMS	HDMI, FOODBALL, VIDEO GAMES, WINDEX, BUCKET	
	PRE038 HOME SCHOOL PROGRAMS	BOTTLE CAPS	
	PRE038 HOME SCHOOL PROGRAMS	HURDLES, CARDSTOCK, TAPE	
	PRE038 HOME SCHOOL PROGRAMS	STORAGE BIN, TABLECLOTH, GAMES, FOOTBALL, CLEANER	
	PRE038 HOME SCHOOL PROGRAMS	HDMI, FOODBALL, VIDEO GAMES, WINDEX, BUCKET	
	PRE038 HOME SCHOOL PROGRAMS	MARBLES, POPSICLE STICKS, TOOTHPICKS - HOMESCHOOL	
	PRE027 TODDLER TIME PROGRAMS	HURDLES, CARDSTOCK, TAPE	
	PRE023 FATHER/DAUGHTER DANCE	PLATES	
	PRE023 FATHER/DAUGHTER DANCE	PLASTIC PLATES, MAKEUP MIRROR	
	PRE023 FATHER/DAUGHTER DANCE	COSTUMES, FLOWERS, MIRROR CAKE POP STAND	
		ID BADGE HOLDER	
	PRE020 HOPKINS AFTER SCHOOL PRGM	HDMI, FOODBALL, VIDEO GAMES, WINDEX, BUCKET	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
	PRE020 HOPKINS AFTER SCHOOL PRGM	STORAGE BIN, TABLECLOTH, GAMES, FOOTBALL, CLEANER	
		METAL PIPE STRAP,SHADES	
	PRE023 FATHER/DAUGHTER DANCE	PLATE, MIRROR, DINNERWARE SET, GLOSSY LIPS	
	PRE023 FATHER/DAUGHTER DANCE	MEN MUSTACHE, STERNOS, MAGIC WAND, WIG+BEARD SET	
	PRE023 FATHER/DAUGHTER DANCE	BACKDROP CURTIAINS, PRINCESS & FAIRY COSTUMES	
3/25/2026	9108127 AMERICAN AIR OPERATIONS, LLC		2,625.00
		TRAINING, A. VIRZI, LOCAL	
		TRAINING, DRONE SYSTEM & FLIGHT TRNG, LOCAL	
		TRAINING, GEO DEOLEO, LOCAL	
3/25/2026	9108128 AMERICAN PAYROLL ASSOCIATION		671.00
		REGISTRATION, A. TOMKO, CLASS C TVL	
		PAYROLLORG MEMB RENEWAL 2026-2027-LUZ GONZALES	
3/25/2026	9108129 AMERICAN SOCIETY OF SAFETY PROFFES.		230.00
		ASSP MSHP RNWL-R. GARRETT	
3/25/2026	9108130 ANYPROMO, INC.		3,551.58
	PRE004 EARTH DAY	EARTH DAY KEY CHAINS	
		BRANDED TENT DISPLAY & SET UP	
	PRE004 EARTH DAY	EARTH DAY PINS 4/25/26	
		DISC DROP GAME,SHIPPING	
		BRANDED TENT DISPLAY & SET UP,SHIPPING	
		DISC DROP GAME	
		CAN OPENER/BOTTLE OPENER	
3/25/2026	9108131 APCO INTERNATIONAL INC.		1,080.00
		TRAINING, MADELINE WELSH, ONLINE	
		TRAINING, J. MOYER, ONLINE	
3/25/2026	9108132 APPLE, INC.		0.99
	PS0304 MONEY LAUNDERING OPERAT.	ICLOUD STORAGE FOR WORK PHONE	
3/25/2026	9108133 APPLIED AQUATIC MANAGEMENT, INC.		1,236.39
		AQUATIC PLANT MANG JAN26 PEGHORN NATURE PARK TRAIL	
		AQUATIC PLANT MANG JAN26 S.ROTHSTEIN PARK	
		AQUATIC PLANT MANG JAN26 CHISHOLM PARK	
		AQUATIC PLANT MANG JAN26 BARROW PIT	

Date	Check Number	Vendor Name / Project	Transaction Description	Amount
			AQUATIC PLANT MANG JAN26 RIP RAP/EAST LAKE MARINA	
			AQUATIC PLANT MANG JAN26 LAKE FRONT/EAST LAKE AREA	
			AQUATIC PLANT MANG JAN26 MARINA	
3/25/2026	9108134	ARROWHEAD FORENSICS		94.12
			PHOTO SCALES EVIDENCE	
3/25/2026	9108135	ASSOCIATION OF STATE FLOODPLAIN		800.00
			REG-M.ACOSTA T26124	
3/25/2026	9108136	AT&T AUTHORIZED RETAILER #2282		18,155.36
			MONTHLY SERVICE 12/18/25-01/17/26	
			FIRE PHONE SERVICE	
			PD PHONE SERVICE JAN26	
3/25/2026	9108137	ATCO MANUFACTURING CO.		975.00
			BIG GULP, CHERRY-T, CHILL -OUT, SUPER COOL-MTNC	
3/25/2026	9108138	AUTOZONE, INC.		165.34
			STABILUS,LIFT SUPPORT- WO#19911	
			STABILUS,LIFT SUPPORT	
3/25/2026	9108140	AVIS BUDGET GROUP		3,753.57
			LEASE 01/06/26-02/05/26, & 01/06/26-02/05/26	
			CR APPLD 438685380, RFND OVERCHARGE CREDIT	
			CR APPLD 438685376, RFND OVERCHARGE CREDIT	
			LEASE 01/06/26-02/05/26, $63.00 ADJUSTMENT PND	
			LEASE 01/06/26-02/05/26, $63.00 ADJUSTMENT PND	
			LEASE 01/06/26-02/05/26 $32.00 CREDIT PENDING	
			CR APPLD 438685365, RFND OVERCHARGE CREDIT	
			LEASE 01/06/26-02/05/26, $62.00 ADJUSTMENT PENDING	
			LEASE W ADJUSTMENT 01/06/26-02/05/26	
			CR APPLD 438685321, RFND OVERCHARGE ON LEASE	
			LEASE 01/06/26-02/05/26	
			LEASE 01/06/26-02/05/26 $32.00 CREDIT PENDING	
3/25/2026	9108141	B & H PHOTO & ELECTRONICS CORP		800.01
			CR APPLD 916082528, RFND DJI MVC 4 PRO DRONE-PARKS	
			IT-SCREENBEAM DISPLAY RECEIVER	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		DJI MVC 4 PRO DRONE-PARKS	
3/25/2026	9108142 BATTERIES PLUS		109.50
		BATTERIES-CITY HALL EXIT SIGNS RPMT PM WO#19753	
3/25/2026	9108143 BECKER PROFESSIONAL DEVELOPMENT		439.00
		CPE SUBSCRIPTION FOR CPA LICENSE	
3/25/2026	9108144 BEEF 'O' BRADY'S		197.96
		FOOD-COUNCIL MEETING 2/12/26	
3/25/2026	9108145 BETENBENDER MFG., INC.		1,440.02
		SPACER BLOCK DIE HOLDER, FREIGHT	
		SPACER BLOCK DIE HOLDER	
3/25/2026	9108146 BJ'S WHOLESALE CLUB		369.91
	PRE015 SENIOR PROGRAMS	CHIPS,HOT DOGS,ONIONS, FRESH MINT,BUNS,GINGER	
	PRE015 SENIOR PROGRAMS	COOKIES,CHEESE,CRACKERS, MINTS,JUICE,YOGURT,WATER	
	PRE015 SENIOR PROGRAMS	LEMONS,LIME,COFFEE,DIP, CHIPS	
3/25/2026	9108147 BLADES & BITS, LLC		1,458.45
		CURED CONCRETE,SEGMENTED	
		CURED CONCRETE,SEGMENTED, FREIGHT	
3/25/2026	9108148 BLOSSMAN GAS & APPLIANCE		510.97
		PARTS& FITTINGS,PROPANE, TANK RENTAL-STREETS DEPT	
3/25/2026	9108149 BLUE ALPHA GEAR, LLC		486.61
		BELTS-SWAT	
3/25/2026	9108150 P-CARD TRAVEL - OTHER EXPENSES		38.39
		CITY VEHICLE GAS-MAYOR ROBERTSON T26075	
3/25/2026	9108151 BRADY INDUSTRIES OF FLORIDA, LLC		2,581.52
		FIRE CLEANING SUPPLIES	
		PAPER TOWELS - PD	
		FIRE CLEANING SUPPLIES	
		FIRE CLEANING SUPPLIES	

Date	Check Number	Vendor Name / Project	Transaction Description	Amount
3/25/2026	9108152	BREATHING AIR SYSTEMS		81.60
			KNOB & SEAT, OXYGEN CLEANING, SHIPPING	
			KNOB & SEAT, OXYGEN CLEANING, SHIPPING	
3/25/2026	9108153	BRENNTAG MID-SOUTH, INC.		2,401.60
			POOL CHEMICALS	
			POOL CHEMICALS	
			POOL CHEMICALS	
			POOL CHEMICALS	
3/25/2026	9108154	BROWNIE'S SEPTIC AND PLUMBING		871.28
			STILT HOUSE SEPTIC WO#19905	
3/25/2026	9108155	P-CARD TRAVEL - OTHER EXPENSES		38.81
			FUEL, D. HUNTER, T26078	
3/25/2026	9108156	P-CARD TRAVEL - OTHER EXPENSES		62.32
			FUEL, LOGAN SMITH, T26077	
			FUEL, D. HUNTER, T26078	
3/25/2026	9108157	BUILDING OFFICIALS ASSOCIATION		1,457.00
			REG-C.SOTO T26131	
			REG-L.LUGO T26132	
			REG- S.VALDIVIA T26130	
3/25/2026	9108158	BUZZSPROUT		12.00
			3 HRS/ 1 PODCAST MONTHLY 2/23/26-3/22/26	
3/25/2026	9108159	CANVA PTY LIMITED		47.00
			BUSINESS CARDS - CAPT. MONDELLO	
			PR STICKERS CIRCLE	
3/25/2026	9108160	CARD INTEGRITY		1,030.00
			CARD INTEGRITY JAN25	
3/25/2026	9108161	CENTRAL FLORIDA FIRE CHIEFS'		450.00
			2026 CFFCA MEMBERSHIP - MICHAEL CAPRANICA	
			2026 CFFCA MEMBERSHIP- SAMANTHA FROST	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		2026 CFFCA MEMBERSHIP - JOVANNE RODRIGUEZ.	
		2026 CFFCA MEMBERSHIP - JASON MILLER	
		2026 CFFCA MEMBERSHIP- DAVID MILLER	
		2026 CFFCA MEMBERSHIP CHRIS MOQUIN	
		2026 CFFCA MEMBERSHIP - NATHAN IRVING	
		2026 CFFCA MEMBERSHIP - ALICIA SCHWAN	
		2026 CFFCA MEMBERSHIP - RICHARD TONKS	
3/25/2026	9108162 CENTRAL FLORIDA GAS		539.64
		NATURAL GAS-STATION 31 - 1/13/26 - 2/11/26	
		NATURAL GAS-STATION 31- 12/11/25 - 01/12/26	
3/25/2026	9108163 CENTRAL FLORIDA SPORTS TURF		35.00
		SPORTS TURF MANAGER 02/04/26-02/03/27	
3/25/2026	9108165 CENTURYLINK-EMBARQ FLORIDA, INC		5,818.70
		LOCAL PHONE SERVICE 01/25/26 TO 02/24/26	
		LOCAL PHONE SERVICE 01/19/2026 TO 02/18/2026	
		LOCAL PHONE SERVICE 01/19/2026 TO 02/18/2026	
		LOCAL PHONE SERVICE 01/25/26 TO 02/24/26	
		LOCAL PHONE SERVICE 01/25/26 TO 02/24/26	
		LOCAL PHONE SERVICE 01/25/26-02/24/26	
		LOCAL PHONE SERVICE 02/04/2026 TO 03/03/2026	
		LOCAL PHONE SERVICE 02/07/2026 TO 03/06/2026	
		LOCAL PHONE SERVICE 02/04/2026 TO 03/03/2026	
		LOCAL PHONE SERVICE 02/04/2026 TO 03/03/2026	
		LOCAL PHONE SERVICE 02/07/2026 TO 03/06/2026	
3/25/2026	9108166 P-CARD TRAVEL - REGISTRATION		179.00
		OSHA-HAZWOPER TRAINING- DAVID LESTAGE ONLINE	
3/25/2026	9108167 CHEWY INC.		78.44
		SIMPARICA TRIO TABLET	
		TASTE OF THE WILD SIERRA MOUNTAIN	
3/25/2026	9108168 CHICK-FIL-A AT ST. CLOUD		304.75
		WELLNESS PGRM:02/12 LUNCH LEARN - HYPERTENSION	
3/25/2026	9108169 CHIPOTLE MEXICAN GRILL, INC.		299.45

Date	Check Number	Vendor Name / Project	Transaction Description	Amount
			FOOD- CITIZENS ACADEMY	
			FOOD- CITIZENS ACADEMY	
3/25/2026	9108170	CHOPPER'S LAWN EQUIPMENT LLC		1,851.12
			CLUTCH,OIL,BLADE-MOWER 7-180	
			GRAVELY BLADES	
3/25/2026	9108171	P-CARD TRAVEL - OTHER EXPENSES		91.60
		PS0304 MONEY LAUNDERING OPERAT.	FUEL FOR SCIRS LEASE	
		PS0304 MONEY LAUNDERING OPERAT.	FUEL FOR SCIRS LEASE	
3/25/2026	9108172	CLOUD COVER MUSIC		323.40
			MESSAGING ENTERPRISE PRO 2/5/26- 2/5/27	
3/25/2026	9108173	COMCAST BUSINESS COMMUNICATIONS,LLC		168.90
			COMCAST FD FEB BILLING 01/30/2026 - 02/28/2026	
3/25/2026	9108174	COMMERCIAL FITNESS PRODUCTS, INC		675.00
			PREVENTATIVE MAINTENANCE FIRE	
3/25/2026	9108175	CONSTANT CONTACT, INC.		4,025.00
			ANNUAL SUCSCRIPTION 2/17/26-2/17/27	
3/25/2026	9108176	CONTRACTORS TOOL SERVICE, INC.		2,009.42
			MILWAUKEE CAR CHARGERS FOR FIRE VEHICLES	
3/25/2026	9108177	COUNTY OF OSCEOLA		85.60
			TAG/TITLE NEW FIRE ENGINE UNIT# 1174	
3/25/2026	9108178	P-CARD TRAVEL - HOTEL		515.25
			HOTEL, S. STREETER, T26106	
3/25/2026	9108179	CRABBY BILLS OF ST. CLOUD, LLC		250.00
			SPIRIT SQUAD-CASH BAR FOR SERVICE AWARDS DINNER	
3/25/2026	9108180	CREATIVE PRINTING & GRAPHIC DESIGN		135.00
			BUSINESS CARDS-S.RHEAUME, D.KENT	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
3/25/2026	9108181 CREATIVE PRINTING SERVICES, INC		3,100.20
		BUSINESS CARDS-JABARIE WALKER	
		WHITE #10 WITH WINDOW ENVELOPE	
		BUSINESS CARD-S.SHELTON & L.STONEY	
	PRE045 PAINT THE CLOUD GREEN	POSTERS,BANNERS,YARD SIGN -PAINT THE CLOUD GREEN	
		BUSINESS CARDS-LIZ & ROSE	
		ENVELOPES-MEETING LETTERS	
		BUSINESS CARD-D.M.GILBERT &MAYOR ROBERTSON	
		BUSINESS CARDS - ZUZELL, DEMETRUIS & RICKY	
		FY 25-26 ACFR CVRS & TABS	
		LEGISLATIVE PACKETS	
3/25/2026	9108182 CREATIVE RUBBER STAMPS		62.07
		RECEIVED STAMP-CITY CLERK	
3/25/2026	9108183 CROWN AWARDS		2,910.10
	PRE045 PAINT THE CLOUD GREEN	5K MEDALS- 3/14/26	
	PRE045 PAINT THE CLOUD GREEN	5K MEDALS- 3/14/26, SHIPPING	
	PRE010 FALL YOUTH BASKETBALL	FALL 2025 PLAYER AWARDS, SHIPPING	
	PRE010 FALL YOUTH BASKETBALL	FALL 2025 PLAYER AWARDS	
3/25/2026	9108184 CROWN TROPHY ORLANDO		1,511.00
		BASE, REGAL EAGLE, BLUE DIAMOND, PIANO PLAQUE	
		PLAQUES - AWARD CEREMONY	
		PLAQUE FOR TROOPER STEVE. APPRV BY CHIEF	
		TOP GUN AWARDS APPRV BY DC RUIZ	
3/25/2026	9108185 D'S ACE HARDWARE		266.12
		COUPLING,ELBOW,BIBB HOSE, BALL VALVE,PLUMBERS PUTTY	
		ADAPTER & PVC	
		CHLORINE TABLET- REFLECTION FOUNTAIN	
		MAILBOX REPAIR NUMBERS	
		POST MAILBOX,FASTENERS, HOSE-MAILBOX REPAIR	
3/25/2026	9108186 DANIELS HEALTH		90.00
		RMW BIO-JANUARY, MG 2 FAL RED SHARPS	
		RMW BIO-JANUARY, MG 2 FAL RED SHARPS	
3/25/2026	9108187 P-CARD TRAVEL - OTHER EXPENSES		140.00

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		PARKING, A. MONDELLO, T26067	
3/25/2026	9108188 P-CARD TRAVEL - OTHER EXPENSES		1,256.79
		FLIGHT, ERIN BURNETTE, T26091	
		FLIGHT, ERIN BURNETTE, T26091	
3/25/2026	9108189 DELTA AIRLINES		496.79
		FLIGHT ANDREW S. T26111	
3/25/2026	9108190 DIRECTV		179.99
		CABLE-02/19/26-03/18/26	
3/25/2026	9108191 DIVERSIFIED COMMUNICATIONS		205.00
		ANNUAL MEMBERSHIP- MIRNALY M.	
3/25/2026	9108192 DIXIE CLEANERS (SSONAR INC)		2,428.83
	PRE009 CHRISTMAS TREE LIGHTING	COSTUMES CLEANING-SANTA, ELF	
		UNIFORM CLEANING	
		LINEN-EMPLOYEE SERVICE AWARDS	
		LAUNDRY SERVICE FOR SWORN	
		LINENS & CHAIR COVERS- EOM LUNCHEON	
3/25/2026	9108193 DOLLAR TREE		82.19
		POPCORN, PRETZELS, COOKIE -FAA DRONE CLASS	
		CHOC SPONGIES, COOKIES, RICE TREAT-FAA DRONE TRNG	
		BALLON WEIGHT, TAXES RFND 03/03/26-VENDOR ACADEMY	
		PETS HEART BOX-VDAY SPRIT SQUAD	
		PETS HEART BOX-VDAY SPRIT SQUAD	
		BALLON WEIGHT, TAXES RFND 03/03/26-VENDOR ACADEMY	
3/25/2026	9108194 P-CARD TRAVEL - OTHER EXPENSES		96.00
		PARKING, A. MONDELLO, T26067	
3/25/2026	9108195 DUNKIN DONUTS**		14.99
		DOUNUTS -CDBG HABITAT FOR HUMANITY CLASS-2/26/26	
3/25/2026	9108196 E-PASS SERVICE CENTER		27.52
		TOLLS FOR LOANER VEHICLE D C ROBERTS	
		TOLLS FOR VEHICLE XG0458	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
3/25/2026	9108197 ENGRAVE WITH PURPOSE LLC		240.00
		POLICE K9 TRAINING SIGNS	
3/25/2026	9108198 EVENTBRITE, INC.		995.00
		TRNG, DANIELLE PINNELL T26104	
3/25/2026	9108199 P-CARD TRAVEL - OTHER EXPENSES		382.51
		RENTAL CAR ANDREW S. TRAVEL T26111	
3/25/2026	9108202 FACEBOOK, INC.		958.00
	PRE045 PAINT THE CLOUD GREEN	AD CAMPAIGNS FOR PAINT THE CLOUD GREEN	
	PRE045 PAINT THE CLOUD GREEN	AD CAMPAIGNS FOR PAINT THE CLOUD GREEN	
	PRE045 PAINT THE CLOUD GREEN	AD CAMPAIGNS FOR PAINT THE CLOUD GREEN	
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	PRE045 PAINT THE CLOUD GREEN	AD CAMPAIGNS FOR PAINT THE CLOUD GREEN	
	PRE045 PAINT THE CLOUD GREEN	AD CAMPAIGNS FOR PAINT THE CLOUD GREEN	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
3/25/2026	9108203 P-CARD TRAVEL - HOTEL		255.34
		HOTEL, DEVIN DUNN, T26022 TAXES	
		HOTEL, DEVIN DUNN, T26022 TAXES	
3/25/2026	9108204 P-CARD TRAVEL - OTHER EXPENSES		43.15
		FUEL, S. DAVIDOFF, T26070	
3/25/2026	9108205 FBI-LEEDA, INC.		795.00
		TRAINING, DC ROBERTS, T26062	
3/25/2026	9108206 FEDERAL EASTERN INTERNATIONAL, LLC		1,731.67
		ZERO 9 POUCHES FOR MOLLE VESTS	
3/25/2026	9108207 FERGUSON ENTERPRISES, LLC		2,446.00
		PALLET OF HYDRO	
3/25/2026	9108208 FIREBOY EMERGENCY MOBILE SERVICES		11,180.98
		UNIT 11-68 RO# 65866-1	
		UNIT 23-28 RO# 65898-1	
		UNIT 11-68 RO# 65633-1	
		UNIT 23-17 RO# 66074-1	
		UNIT 11-58 RO# 66196-1	
		UNIT 23-23 RO# 66076-1	
		UNIT 11-67 RO# 66084-1	
		UNIT 23-27 RO# 66104-1	
3/25/2026	9108209 FIVE9, INC.		1,375.94
		SERVICE 01/27/26-02/26/26	
3/25/2026	9108210 FLASHINGBLINKYLIGHTS.COM INC. DBA		1,076.40
	PRE045 PAINT THE CLOUD GREEN	SHAMROCK NECKLACES	
3/25/2026	9108211 FLORIDA ASSOCIATION OF CITY CLERKS		850.00
		CAMPAIGN,PODCAST,MEDIA POST,VIDEO-CONTEST ENTRY	
		SOCIAL MEDIA CAMPAIGN	
3/25/2026	9108212 FLORIDA DEPARTMENT OF HEALTH		375.00
		PST STATE TESTING, KAYLEE LONG, NO TVL REQ	
		PST STATE TEST, ABIGAYLE CARTER, NO TVL REQ	

Date	Check Number	Vendor Name/ Project	Transaction Description	Amount
			PST STATE TEST, OLIVIA SPARKMAN, NO TVL REQ	
			PST STATE TEST, DANIEL RAMIREZ RICARDO, NO TVL	
			PST STATE TEST, J. TORRES NO TVL REQ	
3/25/2026	9108213	FLORIDA DEPT OF TRANSPORTATION		34.08
			SUNPASS TOLL UNIT #12-237	
			TOLL UNIT# 5-112	
3/25/2026	9108214	FLORIDA DEPT. OF LAW ENFORCEMENT		248.00
			FINGERPRINT-JOHN NIEBLING	
			FINGERPRINTS-MIKAKO CULLINANE	
			FINGERPRINTS-D.VARGAS- JAPANESE CONTRACTOR	
			FINGERPRINTS - MIKEL IVEY	
			FINGERPRINTS - JEFFREY WETZEL	
			FINGERPRINTS-D.LUNA- CONCESSION STAND	
			FINGERPRINTS-RYAN GORDON	
			FINGERPRINTS-TODD EMERY- PARK AMBASSADOR	
3/25/2026	9108215	FLORIDA FIRE MARSHALS & INSPECTORS		390.00
			REGISTRATION, A.RODRIGUEZ CLASS C TRAVEL	
3/25/2026	9108216	FLORIDA FLOODPLAIN MANAGERS		460.00
			REG-L.TOMAINO CLASS C	
3/25/2026	9108217	FLORIDA GOVERNMENT FINANCE		20.00
			FGFOA CHP MEMBERSHIP K. FROST	
3/25/2026	9108218	FLORIDA LEAGUE OF CITIES		150.00
			2026 FBC-LEO MEMBERSHIP- COUNCIL MEMBER PAUL	
3/25/2026	9108219	FLORIDA NOTARY ASSOCIATION, INC.		126.00
			NOTARY LICENSE- K.RODRIGUEZ MENA	
3/25/2026	9108220	FLORIDA POLICE CHIEF ASSOCIATION		1,330.00
			DC J. RUIZ MEMBERSHIP 10/01/25-09/30/26	
			DC J. RUIZ MEMBERSHIP 10/01/25-09/30/26	
			REGISTRATION, JACOB RUIZ, CLASS C TRAVEL	
			FPCA MSHP-DC ROBERTS	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
3/25/2026	9108221 MISC VENDOR PAYMENTS		44.52
		GRAPHIC DESIGN TRAINING FOR SOCIAL MEDIA	
3/25/2026	9108222 FLORIDA REDEVLOPMENT ASSOC., INC.		2,475.00
		TRAINING, TAMMY REQUE, CLASS C TRAVEL	
3/25/2026	9108223 FLORIDA STATE UNIVERSITY		2,430.90
		REG.-IVY LLAURO T26109	
		CPM COURSE LEVEL 5 N. IRVING 1/27/26-1/30/26	
		CPM COURSE LEVEL 5 N. IRVING 1/27/26-1/30/26	
		REG.- IVY LLAURO CLASS C SERVICE CHARGE	
3/25/2026	9108224 FLORIDA STORMWATER ASSOCIATION, INC		1,113.00
		SW LEVEL 1 RECERT-ONLINE- J.JOHNSON	
		SW LEVEL 1 RECERT-ONLINE- S.ADAMS	
		REG.-S.KAPLAN ONLINE	
		SW LEVEL 2 RECERT-ONLINE- J.JOHNSON	
		REG- D.CALLAGHAN ONLINE	
		REG- K.FELBLINGER ONLINE	
		SW LEVEL 2 RECERT-ONLINE- S.ADAMS	
3/25/2026	9108225 FLORIDA STRAWBERRY FESTIVAL, INC.		2,033.50
	PRE015 SENIOR PROGRAMS	ADDED 2 MORE TICKETS- FESTIVAL ADMISSION	
	PRE015 SENIOR PROGRAMS	DAY TRIP 02/26/2026 FESTIVAL ADMISSION	
3/25/2026	9108226 FLORIDA SWAT ASSOCIATION		753.00
		MEAL PLAN BASIC SWAT SCHOOL-M. MONCAYO, T26128	
		TRAINING, CHRISTOPHER DIEDA, CLASS C TVL	
3/25/2026	9108227 FRED'S MARKET LAKELAND, LLC		792.00
	PRE015 SENIOR PROGRAMS	DINNER-2/26/26 STRAWBERRY FESTIVAL FIELD TRIP	
3/25/2026	9108229 GALLS, LLC		2,680.29
		PD UNIFORMS	
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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
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3/25/2026	9108230 GARDNER CONSULTING SERVICES INC.		2,277.00
	PR2603 CENTENNIAL PARK RESTROOM	APPRAISAL 1222 10TH STREE T, CC FEE 2/3/26	
3/25/2026	9108231 GLORY SANDBLASTING, INC.		1,100.00
		2 BOLLARDS-TRANSFER STATION	
		8 BOLLARDS -CEMETARY	
3/25/2026	9108232 GOLF VENTURES, INC.		175.10
		10 STANDARD SOIL TESTS	
3/25/2026	9108233 GRANITE TELECOMMUNICATIONS, LLC		250.32
		STARLINK SERV 2/1/25	
3/25/2026	9108234 GT DISTRIBUTORS, INC.		390.16
		BIANCHI-7914S-BW ACCUMOLD ELITE RADIO, SHIPPING	
		BIANCHI-7914S-BW ACCUMOLD ELITE RADIO, SHIPPING	
3/25/2026	9108238 HANDYMAN HARDWARE		1,479.48
		MAG BIT HOLDER,COBALT BIT SET	
		CLICKSEAL,STOP VALVE,WAX GASKET,FLOWG PIPE	
		ADJUSTABLE WRENCH,BALL VALVE WO#19896	
		LONG HEX KEY	
		FASTENERS,FLANGED WAX GASKET	
		IT EQUIPMENT - FASTNERS	
		HEX KEY SET, FLAP DISC, ADAPTOR BLADE	
		STRIPPING PADS, SANDIING SPONGE	
		PROPANE	
		EXTENSION CORD, SJTW CORD	
		VALVE BOX,FLOWG PIPE,BALL VALVE,COUPLING, ELBOW	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		CD CABLE RINGS	
		PROPANE	
		BRASSO POLISH	
		POWER FLOUNDER,FILL VALVE WO#19737	
		NEW ROPE &FLAGS WO#19948	
		QUICK SNAP,COMBINATION FILE,BRZ SNAP,BRAID ROPE	
		PLIERS- TRUCK 14-58	
		PROPANE	
		BLK DOOR PULL-VETERAN PARK	
		BALL VALVE	
		PLOWG PIPE,PLUMBERS PUTTY PVC CEMENT,ELBOW-WO#19906	
		THREADED ADAPTER,FEMALE TERMINAL	
		KEYS	
		POWERSCRUB,LIGHT SWTICH WO#19641	
		PIPE,PUSH ELBOW,COUPLING- WO#19906	
		FLANGED WAX GASKET,SEAL, CARD,GLOVE-WO#19907	
		FLOOR STOP,HIGH RISE- WO#20115	
		PVC BALL VALVE,ELBOW	
		SPRING SNAP LINK	
		KEYS	
		ELECTRICAL TAPE,FLAGGING TAPE,HOSE SHUT OFF	
		HOSE REEL 17-174	
3/25/2026	9108239 HELENA CHEMICAL COMPANY		874.50
		AQUAMASTER PESTICIDES- ATHLETIC FIELDS	
3/25/2026	9108240 HILTI, INC.		1,655.50
		EPOXY,DRILL BITS,MORTAR- TRANSFER STATION	
3/25/2026	9108241 P-CARD TRAVEL - HOTEL		229.00
		HOTEL- IVY LLAURO T26109	
3/25/2026	9108242 P-CARD TRAVEL - OTHER EXPENSES		33.86
		PARKING RECIEPT-IVY L T26109	
3/25/2026	9108243 P-CARD TRAVEL - HOTEL		550.00
		HOTEL, D. ROBERTS, T26062	
3/25/2026	9108244 P-CARD TRAVEL - HOTEL		1,678.73

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		HOTEL, WINTER FIRE CADETS - LOGAN SMITH, T26077	
		HOTEL, WINTER FIRE CADETS - LOGAN SMITH, T26077	
		HOTEL, WINTER FIRE CADETS - LOGAN SMITH, T26077	
		HOTEL, WINTER FIRE CADETS - LOGAN SMITH, T26077	
		HOTEL, WINTER FIRE CADETS - LOGAN SMITH, T26077	
		ACCIDENTAL CHG, D. HUNTER T26078. EMP REFD 02/25/26	
3/25/2026	9108252 HOME DEPOT		10,760.53
		KNEELING PAD &RTCHING IMPACT SCREWDRIVER	
		ADJ SPRING HINGES	
		BBQ DADDY,PITMASTERS CHOICE,EXTEND SCRAPPER	
		SHOCKWAVE SECURITY INSERT -TRUCK 14-51	
		FASTSET,DECKMATE,WASHER, VINYL,MAILBOX POST	
		MULCH- LAKEFRONT PIT AREA	
		TAPE MEASURE, FURNITURE MOVERS	
		MOVING BOXES	
		SMALL BOX&MULCH-LAKEFRONT PIT AREA	
		SEALANT,PVC,THREAD TAPE, SPIGOT,PVC CUTTER,ADAPTER	
		THREADED ROD ZINC	
		SPEED ANGLE GRINDER, CUTOFF,DIABLE BONDED	
		FEIT 100 W UTILITY- WO#19704	
		THIN BRICK VENEER- SHUFFLEBOARD WO#19714	
		LIGHT BULBS-COOL WHITE 30 PK- WO#198877	
		WOOD,SCREWS,TEKS ROOFING	
		USI SMOKE BATTERY REPLACEMENT- WO#19894	
		AUTO COUPLING KIT,POINT GRND,FTC GRINDING	
		DECORA EDGE,COVER RAISED- WO#19692	
		STEEL POLE,FRAME,ROLLER	
		GE ADVANCED SILL WHITE	
		PTC VALVE POLY-MARINA BLDG WO#19698	
		REPLACEMENT SHOP VACUME	
		STRAP,TAPE MEASURE,CHAIN, DEGREASER,MARKING CRAYON	
		PROPANE FOR THERMO	
		CONCRETE WO#19688	
		PAINT,SPACKLING,MOUNTING TAPE- VETS PARK WO#19874	
		TRIM NAILS,STAPLES- SHUFFLEBOARD WO#19714	
		ANCHOR,CONNECTOR BOLT,CAP STEEL DRILL	
		CITY HALL-PAINT WO#19946	
		ANCHOR,CONNECTOR BOLT,CAP STEEL DRILL	
		SIG SMIKEY-PARTIN TRIANGLE PARK WO#19690	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		DOOR HANDLE-DEFIANT KEYED ENTRY LEVER	
		PINE DOG EAR,FACIA,RUNNER SOFFIT-WO#19714	
		PINE DOG EAR,FACIA,RUNNER SOFFIT-WO#19714	
		ELBOW,COUPLING,FLOWGUARD, FAUCET-WO#19714	
		ELBOW,COUPLING,FLOWGUARD, FAUCET-WO#19714	
		CHANNELING PW BUILDING WO#19920	
		TOUGH TOTES	
		GREASE GUN,GREASE CARTRIDGE	
		STERLING-SHUFFLEBOARD WO#19714	
		CABLE CHANNEL WO#19920	
		POWERLEVER LOOPER,BROOMS, POST HOLE DIGGER	
		TSTAT GUARD, AIR REG, CLOTH-WO#19707/19683	
		WOOD FOR FORCIBLE ENTRY TRNG PROP	
		INFLATION GUN,BLOW GUN, SCREWDRIVER,RAKE,SHOVEL	
		MARKER,ELBOW BRASS,HEX BRASS-WO#19907	
		GREASE GUN,GREASE CARTRIDGE	
		CONTEMPO CABINET KNOBS - CIVIC CENTER MIRROR ROOM	
		DISINFCTANT WIPES,TOILET FILL VALVE,FLUSH,BRAID	
		BOWL CLEANER,PLUG,DUAL FOOT-JET VAC 4-116	
		RIDGID K-400 DRUM CABLE& TOOLS	
		BOXES-ADMIN, BLOWER-FS32	
		DWV FLANG, JAM NUT, WSHR- REPAIR SAFETY TRAILER	
		GLOVES &NEW DRILL BITS- TRUCK 14-64	
		STORAGE BINS	
		BATH BRUSH,SCOUR PAD,PVC CAP SLIP	
		MIP ADAPTER POLY-ICE MACHINE SVC WO#19902	
		PULL CHAIN,BEADED CHAIN, CONNECTORS-WO#19940	
		OPENER, LEAK DETECTOR, COUPLING, CEMENT-FD 31	
		TUSTIN SATIN NICKEL- WO#19904	
		SATIN NICKLE,DOOR GUARD- WO#19710	
		TOGGLE COVER INSTALL POOL COMPLEX MOTOR RM WO#19924	
		BUCKET,MORTAR,LEAKPROOF, PATCH BOX,TROWEL-WO#19714	
		2X4, PLY, ICE CNCTR, ADPT COUPLING WO# 19563-PARKS	
		BREAKER PD DRONE NETWORK FIRE STATION#34 WO#19917	
		INFRARED HEATERS - FD 34	
		STEEL POST, MAILBOX FOR 1514 DELEWARE AVE	
		DEWALT KNIFE-TRUCK STOCK 14-51	
		LABEL MAKER, LABEL REFILL TRUCK STOCK 14-51	
		DOOR STOPS, UV PEN LIGHT - PD LOCKER ROOM	
		WEATHERSHIELD LUMBER, CHOKE CLEANER-GRILLS	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
3/25/2026	9108253 HSI/MEDIC FIRST AID/EMS SAFETY/ASHI		8.06
		CERTIFICATION-KSA SWIM COACH 2/12/26	
3/25/2026	9108254 IMS ALLIANCE		129.66
		NAME TAGS	
		SHIPPING	
3/25/2026	9108255 INSTITUTE OF COMMERCIAL PAYMENTS		694.00
		CPCP COURSE CERIFICATION, KEARSTIN MASSON, ONLINE	
		MEMBERSHIP-LELSIE FLORES 02/20/25-02/20/27	
3/25/2026	9108256 INSTITUTE OF POLICE TECHNOLOGY		995.00
		TRAINING, MATTHEW BAKKER, T26121	
3/25/2026	9108257 INT'L ASSOC OF CHIEFS OF POLICE INC		220.00
		DC J.RUIZ-IACP MEMBERSHIP	
3/25/2026	9108258 INT'L INSTITUTE OF MUNCIPAL CLERKS		235.00
		IIMC MEMBERSHIP RENEWAL- IVY LLAURO 2/9/26	
3/25/2026	9108259 INTEGRITY SURVEILLANCE GROUP OR		998.00
		RENEWAL OF SERVICES FOR GPS TRACKER	
3/25/2026	9108260 INTERIOR CONTRACT SERVICES,INC.		2,551.32
		PEDESTAL, STORAGE UNIT, COFFEE TABLE-D C ROBERTS	
3/25/2026	9108261 INTERNATIONAL ACADEMIES OF		2,700.00
		ACCREDITATION ANN MAINT PLAN - 02/25/26-02/24/27	
		ONLINE RECERT- ASCHULTEN, LGRENUS, JMOYER, HWELCH	
		ONLINE RECERT- G.RICKETTS	
		RECERT-SCHULTEN, GRENUS, NITER, WELCH, RICKETTS, F	
3/25/2026	9108262 IPAT, INC.		577.50
		16PF FIFTH ED-APPLICANT PSCY TEST	
3/25/2026	9108263 J. MCKINNON, INC.		2,416.73
		SHELL ROAD BASE- PEGHORN	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		SHELL ROAD BASE,CC FEE	
3/25/2026	9108264 JACK E. ENTER & ASSOCIATES, INC.		200.00
		BOOKS-CHALLENGING THE LAW ENFORCEMENT-PROMO EXAM	
3/25/2026	9108265 P-CARD TRAVEL - OTHER EXPENSES		446.80
		FLIGHT, CASSANDRA HILL, T26129	
3/25/2026	9108266 JETBLUE AIRWAYS CORPORATION		1,757.97
		FLIGHT, AMANDA PEAVEY, T26136	
		FLIGHT, NADINE ZILKE, T26116	
		FLIGHT, L. SERRANO, T26126	
		FLIGHT, DOUGLAS GOERKE, T26127	
3/25/2026	9108267 K & M CUSTOM CREATIONS		4.06
		EMBROIDERY-KEVIN DOUGLAS	
3/25/2026	9108268 KIMBALL MIDWEST		3,244.40
		DRILL SET, ULTRA CUT FOR 8 EMPLOYEES	
		DRILL SET, ULTRA CUT FOR 8 EMPLOYEES	
3/25/2026	9108269 KISSELBACK FORD		562.11
		KEY FOB FOR UNIT# 382	
		UNIT 12-470 - REMOTE RPMT REPROGRAMING	
3/25/2026	9108270 KISSIMMEE VALLEY FEED		329.82
		PIT FEED-CHICKENS & FISH	
	PRE050 SILVER SPURS RODEO PARADE	HAY	
3/25/2026	9108271 MISC VENDOR PAYMENTS		975.08
		LASERFICHE CONFERENCE, LECEDRIC JOHNSON, T26069	
3/25/2026	9108272 LAWSON PRODUCTS, INC.		789.62
		SIGN HARDWARE-OPEN END RIVET	
		SIGN HARDWARE-THREADED ROD	
		MISC NUTS AND BOLTS FOR SHOP SUPPLIES	
3/25/2026	9108273 LUMEN TECHNOLOGIES GROUP		844.40
		LOCAL PHONE SERVICE 02/01/2026 TO 02/28/2026	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
3/25/2026	9108274 LYNN PEAVEY CO.		945.61
		PHOTO RULER, TYVEK CVRALL MAGNIFIER, SCALE,SHIPPING	
		PHOTO RULER, TYVEK CVRALL MAGNIFIER, SCALE,SHIPPING	
3/25/2026	9108275 MAGNATAG VISIBLE SYSTEMS		377.13
		MAGNET STRG, CARD INSERTS CARD HOLDER, SHIPPING	
		MAGNET STRG, CARD INSERTS CARD HOLDER, SHIPPING	
3/25/2026	9108276 MEDTECH FORENSICS, INC.		218.44
		NARK II DRUG TEST KITS	
		EVIDENCE TUBES	
3/25/2026	9108277 MERCURY ENTERPRISES, INC.		906.62
		AIRTRAQ, SHIPPING	
		AIRTRAQ, SHIPPING	
		AIRTRAQ SP INFANT SIZE 0, SHIPPING	
		AIRTRAQ SP INFANT SIZE 0, SHIPPING	
3/25/2026	9108278 MES SERVICE COMPANY, LLC		2,918.94
		FIRE EQUIPMENT/SUPPLIES	
3/25/2026	9108279 P-CARD TRAVEL - HOTEL		636.06
		HOTEL, CASSANDRA HILL, T26129	
		HOTEL, L. SERRANO, T26126	
3/25/2026	9108280 MICHAELS STORES, INC.		199.78
	PRE050 SILVER SPURS RODEO PARADE	CEL VAL GRLD,WIRE,HEART- RODEO 2/14/26	
	PRE045 PAINT THE CLOUD GREEN	6FT GRLD,TINSEL-PAINT THE CLOUD BOOTH 3/14/26	
3/25/2026	9108281 MILLERS JUMP TIME ENTERTAINMENT LLC		503.18
	PRE026 SAMI'S BIRTHDAY CELEBRATN	BOUNCE HOUSE &GAMES- 1/17/26	
3/25/2026	9108282 MISTER CAR WASH		44.00
		CAR WASH	
		CAR WASH	
		VEHICLE #14-55	
		CAR WASH- UNIT 3-42	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
3/25/2026	9108283 MIZU SUSHI ST.CLOUD LLC		347.00
		CITIZEN ACADEMY DINNER FINANCE TRAINING CLASS	
		CITIZEN ACADEMY DINNER FINANCE TRAINING CLASS	
3/25/2026	9108284 MOBILE-ONE COMMUNICATIONS AND		1,235.00
		4 WALKIE TALKIE RADIOS- OPERATIONS,SHIPPING	
		4 WALKIE TALKIE RADIOS- OPERATIONS	
3/25/2026	9108285 MODERN WELDING CO OF FLORIDA, INC.		150.00
		LABOR- SHEAR & BRAKE	
3/25/2026	9108286 MISC VENDOR PAYMENTS		34.66
		FUEL DURING TRAINING	
3/25/2026	9108287 N-EAR, INC.		4,603.02
		FLEXO EARPIECE, MIC, REMOTE BUTTON, SHIPPING	
3/25/2026	9108288 NAPA AUTO PARTS		24.78
		SPARK PLUG	
		NOE STRAP	
3/25/2026	9108289 NATIONAL ASSOCIATION OF GOVERNMENT		925.00
		VIDEO EDUCATIONAL ENTRY 2/5/26	
		EDUCATIONAL CAMPAIGN- ENTRY 2/6/26	
3/25/2026	9108290 NATIONAL NOTARY ASSOCIATION, INC.		173.00
		NOTARY RENEWAL-R.TARVER	
3/25/2026	9108291 NATIONAL RECREATION & PARK ASSOC.		95.00
		CPRE CERTIFICATION 2/2/26	
3/25/2026	9108292 NATIONAL TIRE AND AUTO ST CLOUD LLC		84.96
		ALIGNMENT FOR VEHICLE 12-413	
3/25/2026	9108293 NCS PEARSON, INC.		330.00
		TRAINING, ANDRAE MCNISH, ONLINE	
		TRAINING, ANDRAE MCNISH, ONLINE	

Date	Check Number	Vendor Name/ Project	Transaction Description	Amount
3/25/2026	9108294	NEOGOV		4,950.40
			POWER DMS 10/1/25-9/30/26 LAST PAYMENT	
3/25/2026	9108295	NIMBLE SOFTWARE SYSTEMS, INC.		272.65
			SCHEDULING SOFTWARE-P&R 2/17/26-3/17/26	
3/25/2026	9108296	NORTH-SOUTH SUPPLY, INC.		3,003.96
			PIPES PVC	
			WIRE ROLLS 500FT & 250FT	
			SOLENOID COIL,RAINBIRD, VALVE BOX	
			IRRIGATION VALVE	
			PVC,WEATHERPROOF,ELBOW, PROBE,COUPLING	
			SPRINKLERS,ADAPTERS,CAPS, EXTENSION HOSE	
3/25/2026	9108297	NOTEPAGE, INC.		395.00
			PAGEGATE SUPPORT RENEWAL 03/31/25-03/30/26	
3/25/2026	9108299	OFFICE DEPOT		1,910.84
			BINDER CLIPS	
			TAB DIVIDERS, TONER CARTRIDGE	
			HP INK	
			BINDER CLIPS	
			COPY PAPER	
			XEROX TONER CARTRIDGE	
			PENS,DIVIDERS,STENO BOOKS	
			3-RING BINDER,MARKERS	
			3-RING BINDER, MARKERS	
			CARTRIDGE,3-RING BINDER, HAND SANITIZER	
			VELCRO TAPE	
			SMEAD CLASSIFICATION FOLDERS	
			XEROX PHASER CARTRIDGE	
			COMPUTER DESK FOR FS32	
			BANKER BOXES, COLOR-CODED LABELS	
3/25/2026	9108300	P-CARD TRAVEL - HOTEL		293.18
			HOTEL STAY @ NAGC CONF T26111	
3/25/2026	9108301	OPENAI, LLC		1,180.53
			CHATGPT SUBSCRIPT-UNUSED/ REMAINING TIME 26-27	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		CHATGPT SUBSCRIP 1/28/26-1/28/27	
3/25/2026	9108302 ORLANDO HARLEY-DAVIDSON		406.82
		REAR BRAKE RPMT UNIT# 12-400, RO#65956-1	
3/25/2026	9108303 ORLANDO SENTINEL COMMUNICATIONS		200.14
		2026-013 ADVERTISEMENT	
		MONTHLY SUBSCRIPTION- MAYOR ROBERTSON JAN 2026	
		MONTHLY E SUB- V.MILLER 01/14/26-02/13/26	
		MONTHLY SUBSCRIPTION- MAYOR ROBERTSON FEB 2026	
		2026-015 ADVERTISEMENT	
		PROJECT 2026-003 SENTINEL AD	
3/25/2026	9108304 OSCEOLA ANIMAL EMERGENCY		1,124.00
		COWBOY K-9 VACCINES+EXAMS	
		DEACON K-9 VACCINES	
3/25/2026	9108305 OSCEOLA COUNTY HEALTH DEPT.		660.00
		BEACH SAMPLES-ST.CLOUD BEACH	
		BEACH SAMPLES-CHISHOLM PARK	
3/25/2026	9108306 OSCEOLA COUNTY ROAD AND		1,650.00
	PS2401 PUBLIC SAFETY COMPLEX-PH1	FIRE REVIEW,CONCURRENCY, ROW-SITE DEVELOPMENT FEE	
	PR1906 TRAIL EXT LAKE TO CHISHOL	PERMIT-PR1906 RECORD ID# SDP23-0139	
3/25/2026	9108307 OSCEOLA NEWS GAZETTE		1,461.32
		SC ORDINANCE 2026-05 PUBLIC HEARING	
		NOTICE OF PUBLIC HEARING ORDINANCE NO. 2026-03	
		NOTICE OF PUBLIC HEARING ORDINANCE NO. 2026-03	
		NOTICE OF PUBLIC HEARING ORDINANCE NO. 2026-03	
		SC ORDINANCE 2026-01 PUBLIC HEARING	
		SC ORDINANCE 2026-04 PUBLIC HEARING	
3/25/2026	9108308 OSCEOLA STAR NEWSPAPER, INC.		400.00
		FULL COLOR AD ADVISORY BOARD 12/26/25	
3/25/2026	9108309 PEST PATROL OF CENTRAL FLORIDA INC.		595.00
		INSECT TREATMENT-PD,COMM CENTER,VETERANS PARK	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
3/25/2026	9108310 PET SUPERMARKET, INC.		78.70
		QUICK-TAG LG BLUE BONE - GEORGE EOY 2025	
		FIRM UP BARS, SOFT CHEW- K9	
3/25/2026	9108311 PRO CHEM, INC.		303.20
		2 BOXES OF 4-1GAL JUGS ALUMIN-X	
3/25/2026	9108312 PROMO BEARS B.V.		1,806.88
	PRE045 PAINT THE CLOUD GREEN	SAMI STRESS BALLS, PROCESSING FEE	
3/25/2026	9108313 MISC VENDOR PAYMENTS		175.00
		DRONE EXAM-DE PAULO VAZ CLASS C	
3/25/2026	9108315 PUBLIX SUPER MARKETS, INC.		761.98
		2/19/26 WELLNESS LUNCH & LEARN-SANDWICHES, SLD BWL	
		WATER, PLATES, NAPKIN - DC RUIZ-PIN CEREMONY	
		MILK CHOC, BROWNIE, CUP W/LIDS-PROMO EVNT 2/3/26	
		WATER, PLATES, NAPKIN DC RUIZ-PIN CEREMONY	
		CHIPS-RECRUITING EVENT	
		WATER- COUNCIL	
		MILK CHOC, BROWNIE, CUP W/LIDS-PROMO EVNT 2/3/26	
		WTR, WAFER BARS, CRACKERS CUP/LID - COMMUNITY EVENT	
		CITIZEN ACADEMY - FINANCE DRINKS, PLATES, NAPKINS	
	PRE015 SENIOR PROGRAMS	CAKE- SENIOR BIRTHDAY	
		CR APPLD 1045-4984, RFND TAXES	
		2/19/26 WELLNESS LUNCH & LEARN-SANDWICHES, SLD BWL	
		HOT COCO,WATER-CITIZEN'S ACADEMY 2026	
		WTR, WAFER BARS, CRACKERS CUP/LID - COMMUNITY EVENT	
		PINWHEEL-RECRUITING EVENT TAXES RFND - 2/17	
		PINWHEEL-RECRUITING EVENT TAXES RFND - 2/17	
		SWEET TEA,LEMONADE- CITIZEN'S ACADEMY 2026	
3/25/2026	9108316 P-CARD TRAVEL - OTHER EXPENSES		44.71
		FUEL FOR SCIRS VEHICLE	
3/25/2026	9108317 RADWELL INTERNATIONAL,INC.		436.72
		DISPATCH DESK MOTOR REPAIR	
3/25/2026	9108319 RAPCO SUPPLY		3,128.93

Date	Check Number	Vendor Name / Project	Transaction Description	Amount
			ARMAFLEX	
			NITROGEN REFILL-LINE SET -FIRE ADMIN WO# 19590	
			RHEAP, TANK THERMOSTAT-PD	
			CTRL BOARD, HEATER-JUF AC REPAIRS-HEATER WO#19706	
			BELT	
			LOCKING REFRIDGERANT SAFETY CAP	
			UNIVERSAL THERMOSTAT GUARD	
			CLEAR DRAIN PVC PIPE,SLIP CAP	
			LINE COVER,CONNECTOR, REDUCE WASHER,CONDUIT	
			UNIWELD TWISTER ACETYLENE KIT,EMPTY TANK,REFILL	
			CARRIER CONNECT PRO STAT	
			FLOAT SWITCH- DRAIN PAN	
3/25/2026	9108320	RAY ALLEN MANUFACTURING, LLC		336.96
			LEATHER AGITATION- K9 EQUIP	
3/25/2026	9108321	READ'S UNIFORMS, LLC		124.99
			HONOR GUARD UNIFORMS - M .MONCAYO, J.HERRADA	
			HONOR GUARD UNIFORMS - M .MONCAYO, J.HERRADA	
3/25/2026	9108322	REEVES COMPANY, INC.		1,211.78
			NAME TAG FOR OFC. J. DUNN	
			NAME TAG OFFICERS CLASS A UNIFORMS	
			NAME TAGS & SERVICE PINS	
			NAME TAG, SERVICE PINS	
3/25/2026	9108323	RENTAL WORLD OF ST. CLOUD		989.13
			REPAIR DIAGNOSTIC- BACKPACK BLOWER	
			RENTAL- TRENCHER	
			CORD REPLACMENT- PULLEY ON GENERATOR	
			DEPOSIT-PRESSURE WASHER& SWEEPER REPAIR	
			REPAIRS- PARKS GENERATOR	
			SPARK PLUGS,AIR FILTER, PICKUP BODY	
			CR APPLD 142465, RFND RENTAL TRENCHER	
			CHAIN SAW REPAIR FOR E33	
3/25/2026	9108324	REP SERVICES, INC.		1,114.91
			REPLACEMENT CABLES-WATER TOWER PARK,CC FEE	
			REPLACEMENT CABLES-WATER TOWER PARK,CC FEE,FREIGHT	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
3/25/2026	9108325 RESPECT OF FLORIDA		71.21
		USA, STATE FLAGS	
3/25/2026	9108326 RESTAURANT SUPPLY, LLC		3,635.50
		ICE MACHINE REPLACEMENT- PEGHORN PARK WO#19563	
3/25/2026	9108327 SAM'S CLUB		1,405.41
		COOLE, HALF & HALF, CRM, COOKIES-PROMO EVNT 2/3	
	PRE023 FATHER/DAUGHTER DANCE	CAKE POPS, BROWNIE, SNACK LEMONADE, APPLES, STORAGE	
	PRE020 HOPKINS AFTER SCHOOL PRGM	CAKE POPS, BROWNIE, SNACK LEMONADE, APPLES, STORAGE	
	PRE015 SENIOR PROGRAMS	COOKIES	
		CROISSANT,QUESITOS,COSMIC -LEADSHIP OSCEOLA LAW	
		MEMBERSHIP RENEWAL 02/01/26-01/31/27	
		COOLE, HALF & HALF, CRM, COOKIES-PROMO EVNT 2/3	
		CAKE POPS, BROWNIE, SNACK LEMONADE, APPLES, STORAGE	
3/25/2026	9108328 SCENARIO TRAINER INC.		3,970.00
		GUNSHOT BOX FOR TRAINING, SHIPPING	
		GUNSHOT BOX FOR TRAINING, SHIPPING	
3/25/2026	9108329 SEBASTIAN MOVING & MORE LLC		2,397.06
		MOVING SVC FROM MINNESOTA AVE TO PROGRESS LANE	
3/25/2026	9108330 P-CARD TRAVEL - OTHER EXPENSES		23.60
		CITY VEHICLE GAS-MAYOR ROBERTSON T26075	
3/25/2026	9108331 SHERWIN-WILLIAMS		775.59
		PAINT-CHIEF OF POLICE OFFICE WO# 19626	
		PAINT-CHISOLM PARK WO#19934	
3/25/2026	9108332 SIP N DIP DONUTS, INC.		68.03
		DONUTS-COMMUNITY MEETING	
		ACCIDENTAL PERSONAL CHARGE REPAID ON 2/19/26	
3/25/2026	9108333 SITEONE LANDSCAPE SUPPLY LLC		4,371.66
		INFIELD CONDITIONER- BALLFIELDS	
3/25/2026	9108334 SKY POWERSPORTS SANFORD		1,857.63

Date	Check Number	Vendor Name/ Project	Transaction Description	Amount
			REPAIRS - UNIT 12-480 RO# 65916-1	
3/25/2026	9108335	P-CARD TRAVEL - OTHER EXPENSES		600.80
			FLIGHT, K. LACOE, T26060	
3/25/2026	9108336	P-CARD TRAVEL - OTHER EXPENSES		408.80
			AIRLINE-M.ACOSTA T26124	
3/25/2026	9108337	SPACE EXPLORATION TECHNOLOGIES CORP		17.69
			INTERNET SERVICE 01/28/26 -02/28/26	
			INTERNET 2/25/26-2/28/26	
3/25/2026	9108339	SPECTRUM/BRIGHTHOUSE NETWORKS, LLC		5,697.90
			INTERNET SERVICES- 01/21-02/20/26	
			LOCAL PHONE SERVICE 01/27/2026 TO 02/26/2026	
			TV SERVICES-1/26-2/25/26	
			TV SERVICES-1/26-2/25/26	
			SPECTRUM - 01/27/26-02/26/26	
			CABLE SERVICES FS#33 1/17/26 - 2/16/26	
			CABLE SERVICES FS#31 1/19/6 - 2/18/26	
			INTERNET EOC, IT, PRCMT 02/01/2025 TO 02/28/2026	
			INTERNET EOC, IT, PRCMT 02/01/2025 TO 02/28/2026	
			LOCAL PHONE SERVICE 01/27/2026 TO 02/26/2026	
			INTERNET EOC, IT, PRCMT 02/01/2025 TO 02/28/2026	
3/25/2026	9108340	SSD INTERNATIONAL IC.		1,909.80
			UTM AMMO FOR SWAT CQB CLASS DEERFIELD BEACH, FL	
3/25/2026	9108342	STAPLES BUSINESS ADVANTAGE		1,416.61
			BLACK TONER, COPY PAPER, CASH REGISTER ROLLS	
			COPY PAPER,ERASER CAPS	
			COPY PAPER	
			CALENDER	
			GEN 9 BLUE WI CONTROLLER- DRONE	
			EPSON INK FOR RECORDS	
			MOBILE FILE CABINET	
			BLACK TONER, COPY PAPER, CASH REGISTER ROLLS	
			PENCIL SHARPENER,PENS, BATTERIES	
			TONER - EVIDENCE PRINTER	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		CALCULATORS ROLLS	
		BLACK PRINTER INK	
3/25/2026	9108343 STARFISH AQUATICS INSTITUTE, LLC		1,147.00
	PRE064 SWIM LESSONS	BASIC LICENSE FEE-10 3/10/26 - 3/9/27	
		REG-S.NEWTON T26138 & J.GARCIA T26137	
3/25/2026	9108344 STYLISH PAWZ		175.00
		GEORGE GROOMING	
		GEORGE GROOMING	
3/25/2026	9108345 SUBURBAN PROPANE L.P.		133.86
		PROPANE REFILL-FRIAR'S COVE LANE	
3/25/2026	9108346 SUN-OUT WINDOW TINT, LLC		300.00
		TINTED A REPLACEMENT WINDOW-SOLID WASTE	
		WINDOW TINTING-TRUCK #24-76 VISOR,DOORS& BACK	
3/25/2026	9108347 SUNPASS OPERATIONS		50.00
		TOLLS REPLENISHMENT 2/23/26	
3/25/2026	9108348 SYN-TECH SYSTEMS INC.DBA FUELMASTER		836.00
		SYNTECH ORANGE PROKEES FOR NEW DEF JUF SYSTEM	
3/25/2026	9108349 T-MOBILE USA, INC.		18,208.55
		LOCAL PHONE SERVICE 11/01/2025 TO 11/30/2025	
		LOCAL PHONE SERVICE 12/1- 12/31/25, 01/01-01/31/26	
		LOCAL PHONE SERVICE 12/1- 12/31/25, 01/01-01/31/26	
3/25/2026	9108350 TC DESIGN INC.		46.58
		ALTERATION-GAXIOLA-BAILES	
3/25/2026	9108351 TECHNICAL EDUCATION CENTER OSCEOLA		409.50
		REGISTRATION-D. BAILES, CLASS C TVL	
		REGISTRATION-A. GAXIOLA, CLASS C TVL	
		EXAM FEE - J. DUNN, CLASS C TVL	
		REGISTRATION-J. DUNN, CLASS C TVL	
		EXAM FEE, D. BAILES, CLASS C TVL	
		EXAM FEE, A. GAXIOLA, CLASS C TVL	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
3/25/2026	9108352 THE BANCORP BANK N.A.		3,377.00
		LEASE-JEEP CHEROKEE 05/01/24-04/30/26	
		LEASE RENTAL-2023 TAHOE 05/01/24-04/30/28	
	PS0304 MONEY LAUNDERING OPERAT.	SCIRS LEASE VEHICLE 02/01/25-01/31/27	
3/25/2026	9108353 THE COMMUNITY PAPER		1,828.25
	PRE045 PAINT THE CLOUD GREEN	SPECIAL EVENT ADS FOR PAINT THE CLOUD GREEN	
3/25/2026	9108354 THE GRAPHICS SIGNS & IDENTITIES GRO		2,520.00
		BOAT RAMP SIGNAGE-PARTIN TRIANGLE &CHISHOLM PARK	
3/25/2026	9108355 THE PUBLIC SAFETY GROUP, LLC		999.00
		ONLINE TRNG ON DEMAND FOR COMMUNICATIONS UNIT	
3/25/2026	9108356 TIJUANA FLATS #237 LLC		449.75
		FOOD- CITIZENS ACADEMY	
3/25/2026	9108357 TIMECLOCK PLUS, LLC		192.50
		SCHEDULEANYEHERE LICENSE 02/28/26-03/27/26	
3/25/2026	9108358 TOI TOI USA, LLC		1,035.15
		BLUE STANDARD 1/28/26-2/24/26,CC FEE	
		BLUE ACCESS,CC FEE 2/06/26-3/05/26	
		BLU ACCESS,CC FEE 2/4/26-3/3/26	
		BLU STANDARD 02/02/26- 03/01/26	
3/25/2026	9108359 TOWLANDO TOWING & RECOVERY INC.		2,096.16
		WINCH OUT FOR VEHICLE 11-67	
		TOWING FOR VEHICLE 24-64	
		TOW TO AUCTION LOT VEHICLE 5-43 RO#63795-1	
		COOLANT LEAK / HYDRAULIC ISSUE FOR VEHICLE 5-101	
3/25/2026	9108360 TRACK SHACK FITNESS CLUB, INC.		738.20
		WELLNESS PGRM: CORP 5K 4/30 TENT, TABLE, CHAIRS	
3/25/2026	9108361 TRACTOR SUPPLY COMPANY		1,052.05
		HITCH PINS	
		PC WHEEL HUB,TRV DEF GAL, SLOW MOVING SIGN	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		HITCH PIN,LYNCH PIN,GLOSS ,FIBERGLASS,PLIERS	
3/25/2026	9108362 TRANSCOR SUPPLY INC.		3,710.00
		PREMASKING TAPE,PENTAGON, ROLL SHEETING	
3/25/2026	9108363 TRI-COUNTY LEAGUE OF CITIES		852.58
		TRI-COUNTY LEAGUE ANNUAL RENEWAL 2/3/26-2/2/27	
3/25/2026	9108364 UBIQUITI INC.		29.00
		IT - CLOUD HOSTING PRO 02/15/26-03/15-26	
3/25/2026	9108365 UNITED RENTALS (NORTH AMERICA),INC.		8,392.57
		REPAIRS FOR UNIT# 4-100 RO# 62846-1	
		REPAIRS FOR UNIT# 4-100 RO# 62846-1	
	PRE032 ROCKING THE NEW YR IN STC	GENERATOR RENTAL 12/31/25 CC SURCHARGE	
	PRE032 ROCKING THE NEW YR IN STC	GENERATOR RENTAL 12/31/25	
3/25/2026	9108366 UNITED SITE SERVICES OF FLORIDA LLC		1,305.00
		SOLDIER CITY SUNDAYS 12/19/25-12/22/25	
		SOLDIER CITY SUNDAYS 11/28/25 - 12/01/25	
	PRE026 SAMI'S BIRTHDAY CELEBRATN	TOILET RENTALS 1/17/26	
	PRE029 WREATHS ACROSS AMERICA	PORTABLE TOILETS-WREATHS ACROSS AMERICA 12/13/25	
3/25/2026	9108367 UNITED STATES POSTAL SERVICE		164.18
		W-2'S STAMPS	
		W-2'S STAMPS	
		CERTIFIED MAIL TO ALL ROOFING & CONSTRUCTION	
		W-2'S STAMPS	
		POSTAGE FOR TRUCK PERMIT REQUEST	
		CHANGE OF ADDRESS FEE	
		SENT ACFR MATERIALS TO AUDITORS	
3/25/2026	9108368 UNIVERSITY OF FLORIDA		295.00
		SPOTTER TRAINING-DAVID LESTAGE ONLINE	
3/25/2026	9108369 VECTOR SOLUTIONS		596.00
		MEMBERSHIP-SOTO,URUKSKY, SWINDERMAN,SORENSON	
3/25/2026	9108370 VERIZON WIRELESS		15,282.03

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		LOCAL PHONE SERVICE 12/02/2025 TO 01/01/2026	
		LOCAL PHONE SERVICE 12/24/2025 TO 01/23/2026	
		LOCAL PHONE SERVICE 01/02/2026 TO 02/01/2026	
3/25/2026	9108371 W.W. GRAINGER, INC.		3,249.92
		SHOP SUPPLIES FOR BUILDING MAINTENANCE	
		DEADBOLT THUMBTURN- WO#19703	
		COVER PLATE-VETERANTS PARK WO#19703	
		DEADBOLT CYLINDRICAL- VETERANTS PARK	
		BRAKE CARTRIDGE-TABLE SAW AT BM	
		SHOP TOWELS, BATTERIES, FLAGS	
3/25/2026	9108374 WAL-MART COMMUNITY		2,106.86
		AWARDS CEREMONY 2026 CAKE APPRV BY DC RUIZ	
	PRE050 SILVER SPURS RODEO PARADE	BASKETS	
	PRE038 HOME SCHOOL PROGRAMS	SALT, BAKING SODA, BORAX FOR SCIENCE CLASS	
	PRE038 HOME SCHOOL PROGRAMS	SALT, BAKING SODA, BORAX FOR SCIENCE CLASS	
	PRE023 FATHER/DAUGHTER DANCE	BLUSH, HYDRANGE, BABYS BREATH, SHANDY, BARBIE	
	PRE023 FATHER/DAUGHTER DANCE	DELP BUSH,RANUNCULUS,BABY BREATH,WISTERIA,STEM	
	PRE023 FATHER/DAUGHTER DANCE	RANUNCULUS	
	PRE023 FATHER/DAUGHTER DANCE	WET FOAM,RIBBON	
	PRE015 SENIOR PROGRAMS	PASTRIES,DONUTS,MUFFINS- SENIORS DAY TRIP	
		WATER DISPENSER, 5 GAL FOR NEW FIRE HQ	
		SUGAR- CITIZENS ACADEMY DEMO	
		VACUUM-FS33, TOOL, LACE, SHWR, WAISTPACK-FS33	
		DCK BBY, CLR DUCK,FBZ PLG DISHCLOTH, LYS MULT	
		IT-HISEN TV	
		CUPS, APPLE, BAGEL, COCOA BANANAS-FAA DRONE CLASS	
		SHOWERCUR, AVERY CO, CURTAIN RODS, DAWN-FS33	
		GE 60L SRG, 70L SURGE - CHIEF'S CONFERENCE ROOM	
		JARS &PLATES-CITIZENS ACADEMY DEMO	
		PRTZL, GATOR PWDR, BANANA FOR LIVE BURN TRAINING	
		CHOCOLATE ASSORTED-SPIRIT SQUAD VALENTINES EVENT	
		DINNERWARE SET, HAND WARMERS, SPATULA	
		CAKE-PIN CEREMONY. APPRV BY DC RUIZ & CHIEF	
		CUPS, APPLE, BAGEL, COCOA BANANAS - FAA DRONE CLASS	
3/25/2026	9108375 WALGREEN CO.		19.16
		PAY FOR AWARD PHOTO PRINT	
		OFFICIAL CLASS A PICTURE APPRV BY DC ROBERTS	

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
3/25/2026	9108376 WATER SAFETY PRODUCTS, INC.		1,838.33
		RESCUE TUBE, CPR MASKS, CPR TRNG PIECES, SHIPPING	
		LIFEJACKETS	
		LIFEJACKETS,FREIGHT	
		RESCUE TUBE, CPR MASKS, CPR TRNG PIECES, SHIPPING	
3/25/2026	9108377 P-CARD TRAVEL - OTHER EXPENSES		46.75
		FUEL, P. VERMILLION, T26084	
3/25/2026	9108378 P-CARD TRAVEL - OTHER EXPENSES		40.12
	PS0304 MONEY LAUNDERING OPERAT.	FUEL FOR SCIRS LEASE	
3/25/2026	9108379 WAWA, INC.		45.28
		NON-ETHANOL FUEL FOR FS31	
		FUEL FOR FS32	
3/25/2026	9108380 WAX MONKEY DETAIL SHOP		81.80
		12-303 CLEANING	
3/25/2026	9108381 WEST PUBLISHING CORPORATION		270.20
		SUB CHRG 12/1/25-12/31/25 01/01/26-01/31/26	
		SUB CHRG 12/1/25-12/31/25 01/01/26-01/31/26	
3/25/2026	9108382 WINN DIXIE #2240		46.45
		DRINKS-CITIZENS ACADEMY	
		PLATES,NAPKINS,CUTLERY- CITIZENS ACADEMY	
3/25/2026	9108383 YAYA CREATION INC		83.74
		VENDOR ACADEMY-TABLE CVRS TAXES RFND 03/03/26	
		VENDOR ACADEMY-TABLE CVRS TAXES RFND 03/03/26	
3/25/2026	9108384 P-CARD TRAVEL - REGISTRATION		395.00
		CONFERENCE, KYLE FORD, CLASS C TRAVEL	
3/25/2026	9108385 ZOOM VIDEO COMMUNICATIONS, INC.		40.00
		ZOOM 02/08/26-03/07/26	

City of St. Cloud

FY26 Warrant List #6

03/01/26 to 03/27/26

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
3/25/2026	9108386 ZOPAX INSPECTIONS AND SERVICE, LLC		3,156.00
		BACKFLOW REPAIRS-TED BRODA PARK	
		BACKFLOW REPAIRS-GODWIN PARK	
		BACKFLOW REPAIRS AT THE SCALE HOUSE	
		QUARTERLY INSPECTION MULTIPLE LOCATIONS	
3/25/2026	9108387 10TH STREET PRODUCE, LLC		284.33
		FOOD-CITIZEN'S ACADEMY 2026	
3/25/2026	9108388 4ALLPROMOS		346.40
		HAMMER-LEADERSHIP OSCEOLA + COMMUNITY GIVEAWAYS	
	Grand Total		13,201,333

City of St. Cloud
Economic Development Advisory Committee (EDAC)
Tuesday, February 3, 2026
Community Development Conference Room
1300 9th Street, Building A, 1st Floor
Minutes

I. Chair Perry called the meeting to order 5:01 p.m.

II. Pledge of Allegiance

III. Roll Call

- Chair Jeff Perry
- Vice Chair Jackie Fricchione
- Member Paula Stark
- Member Susan Abshire
- Member Bobbie Lantry
- Member Karl Theobald
- Member Tugce Figeac
- Member Robert Collins

All members were present with the exception of Vice Chair Fricchione, Member Theobald and Member Stark. Member Robert Collins arrived at 5:27 p.m.

IV. Approval of Minutes

1. January 21, 2026, Meeting Minutes

Member Abshire made a motion to approve the minutes. Member Lantry seconded the motion. Motion carried (4–0).

V. New Business

Ms. Lantry provided a brief PowerPoint presentation.

Consensus was to move forward with the committee's new mission statement and to have it reviewed by the City Attorney.

Consensus was to receive regular monthly reports and updates on priority items identified by the committee, including the St. Cloud Hotel, Medical Arts Campus, Future Land Use, the vacant lot at 1235 New York Avenue, Massachusetts Avenue, the **Power Plant on 10th Street, and the widening of 10th Street**.

Solande Dal Santo, Economic Development Specialist, stated that she would request a representative from Public Works to attend a future meeting to discuss the Power Plant.

Tammy Reque, Mobility & Special Projects Manager, suggested that staff hear directly from the committee regarding what they would like to accomplish, including goals and benchmarks, so staff can better assist in outlining processes and requirements needed to achieve those goals.

Member Abshire requested adding an educational component, such as a satellite campus, to support employment centers similar to those in Melbourne.

Member Lantry requested the creation of a shared Dropbox for committee members. Ms. Reque stated she would check whether this could be implemented without violating the Sunshine Law.

Members discussed pursuing "low-hanging fruit" projects to demonstrate progress to City Council, such as car shows, BMX events, and cornhole tournaments, while continuing to work on larger initiatives. Members noted concerns about tax dollars leaving the City/County and emphasized the need for City buy-in.

Ms. Dal Santo provided details regarding a proposed indoor soccer tournament and stated she would share the information with the committee.

Members discussed signage directing to the downtown area and the possibility of coordination with the Kisselback property. Ms. Dal Santo provided an update and showed materials being presented to the CRA.

Ms. Dal Santo stated that she would coordinate with the Procurement Department.

VI. Staff Report/Update

1. Role of EDAC
2. Request for Proposals for Economic Development Consultant Services

Ms. Reque provided an update on the Request for Qualifications (RFQ) for Economic Development Consulting Services.

Members inquired whether RFQ packets would be available to the public and expressed interest in reviewing submittals prior to award. Members requested clarification on the evaluation process, including who would serve on the selection committee, the criteria used to determine the most responsible bidder, and whether the committee could review scoring. Members also requested a narrative from the City Attorney and expressed interest in reviewing the submissions from an entrepreneurial perspective.

Consensus was to have a presentation regarding the RFQ and for the City Manager to attend the next meeting.

VII. Members Update

Discussion took place regarding the committee's priorities for the next meeting.

Consensus was to discuss the following items at the March meeting: the St. Cloud Hotel, Medical Arts Center, Future Land Use, Vacant Lot, P3 project, CRA alleyway proposal, and the widening of 10th Street.

Member Perry stated that he will be meeting with the Chamber to create synergy and will provide an update to the committee. He also expressed interest in applying for the CRA vacancy. Members discussed other organizations within the area and opportunities for committee involvement.

Member Perry inquired about the insight provided by the non-voting OUC representative. Member Collins stated that the role is to support commercial and industrial development, assist with job creation and expansion of the tax base, and help bridge gaps related to economic prosperity.

Members Collins and Perry asked whether the City is a member of OEP. Ms. Dal Santo confirmed that the City is a member.

Ms. Reque stated that although she and Ms. Dal Santo are new to the committee, they are available to support the committee and assist in obtaining information as needed.

VIII. Public Comment

There was no public comments at this time.

IX. Adjourned 6:25 p.m.

Jeff Perry, Chair — Date: 3/12/26

Claudia Klockars, Recording Secretary — Date: 3/12/26