

St. Cloud City Council Regular Meeting
Thursday, July 16, 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 Parks and Recreation Month

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. 2026-069R, 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. 2026-081R, 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 adds information about adding a refundable security deposit to pavilion rentals, a special event permit will be required to rent pavilion B (max capacity of 200) at Chisholm Park, amending the resident rate definition to be those residents or businesses located within the corporate limits of Osceola County, and adding fees for Hickory Tree Park in preparation for ownership on October 1, 2026.
3. Resolution No. 2026-087R, a resolution of the City Council of the City of St. Cloud, Florida, determining the lowest responsive, responsible bidder whose bid is reasonable and otherwise in the best interest of the City of St. Cloud, and the award thereof in regards to Invitation to Bid (ITB) No. 2026-026, to Mulligan Constructors, Inc., whose subject matter is Hopkins Park Community Center, establishing a contingency, authorizing the City Manager to approve change orders without increasing the approved project budget, and providing an effective date.
COST: up to project cost \$13,743,800.00 (Contract Cost: \$10,320,777.00). The City acquired debt to fund this entire project.
This item is to award a contract with Mulligan Constructors, Inc. for the Hopkins Park community center.
4. Resolution No. 2026-089R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the utilization of State of Florida Contract No. 46151500-NASPO-25-ACS, whose subject matter is Body Armor and Ballistic Resistant Products, providing for the award thereof to Angel Armor, LLC, Central Lake Armor Express, Inc. DBA Armor Express, GH Armor Systems Inc., Point Blank Enterprises, Inc., Safariland, LLC, Slate Solutions, LLC, Survival Armor, Inc., U.S. Armor Corporation, United Shield International LLC, and their respective authorized resellers, and providing an effective date.
COST: Undetermined at this time as services are provided on an “as-needed” basis. The contract will be utilized by the Police Department for the purchase of body armor and ballistic resistant products 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 body armor and ballistic resistant products from awarded vendors and all respective authorized Resellers.
5. Resolution No. 2026-090R, a resolution of the City Council of the City of St. Cloud, Florida, approving the dedication of certain real property as public road right-of-way for Puffin Road; authorizing the Mayor to execute a right-of-way dedication deed and providing for an effective date.
COST: No cost associated with this item.
This item is to authorize the Mayor to execute a right-of-way dedication deed approving the dedication of certain real property as public road right-of-way for Puffin Road. This property is currently inside City limits and owned by the

City.

6. Resolution No. 2026-091R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing and directing the City Manager to enter into a Negotiated Procurement Agreement with Nextran Corporation, for Repair Services and Parts for Mack Trucks, 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 City's Fleet Division for the purchase of vehicle repair services for Mack trucks, on an as-needed basis, from various approved and budgeted projects and expenditure accounts throughout the fiscal year.
This item is to establish a one-year negotiated procurement agreement for repair services for Mack trucks with Nextran Corporation, the authorized Mack dealer and sole source provider for repair services and parts in the Central Florida area.
7. Resolution No. 2026-093R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing and directing the City Manager to negotiate an agreement with Halff Associates, Inc., to provide services per Request for Qualifications (RFQ) 2026-039 St. Cloud Joint Planning Area Watershed Master Plan, and providing an effective date.
COST: Undetermined at this time as an agreement will be negotiated with Halff Associates, Inc. for the St. Cloud joint planning area watershed master plan.
This item is to authorize the City Manager to negotiate and enter into an agreement with Halff Associates, Inc., per RFQ No. 2026-039 St. Cloud Joint Planning Area Watershed Master Plan.
8. Resolution No. 2026-094R, a resolution of the City Council of the City of St. Cloud related to Kings Crest establishing a special assessment area pursuant to Chapter 37 of the St. Cloud City Code for properties to be specially benefited by specified essential maintenance and streetlighting services; describing the proposed assessment area; estimating the cost of the services to be provided; describing the proposed method of apportioning the cost of the services and other related costs against the real property specifically benefited thereby; providing for certain other authorizations adopting legislative findings; setting a public hearing for consideration of a resolution of the City Council approving the final assessment roll; providing for notice to the owners of the benefited properties; providing that the City Council on the date set shall meet as an equalizing board as provided by law; providing for notice to benefited property owners and publication of the public hearing date; providing for severability; and providing an effective date.
COST: The City agrees to assess \$32,712.41 to the properties within the Kings Crest subdivision for providing streetlight, irrigation, and landscaping services. This includes administrative support costs as well.
This item is to authorize the creation of a special assessment area for the Kings Crest subdivision. These properties are currently inside City limits.
9. Resolution No. 2026-095R, a resolution of the City Council of the City of St. Cloud

related to Cane Break establishing a special assessment area pursuant to Chapter 37 of the St. Cloud City Code for properties to be specially benefited by specified essential maintenance and streetlighting services; describing the proposed assessment area; estimating the cost of the services to be provided; describing the proposed method of apportioning the cost of the services and other related costs against the real property specifically benefited thereby; providing for certain other authorizations adopting legislative findings; setting a public hearing for consideration of a resolution of the City Council approving the final assessment roll; providing for notice to the owners of the benefited properties; providing that the City Council on the date set shall meet as an equalizing board as provided by law; providing for notice to benefited property owners and publication of the public hearing date; providing for severability; and providing an effective date.

COST: The City agrees to assess \$14,476.76 to the properties within the Cane Break subdivision for providing streetlights and landscaping services. This includes administrative support costs as well.

This item is to authorize the creation of a special assessment area for the Cane Break subdivision. These properties are currently inside City limits.

10. Resolution No. 2026-099R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the grant application by City of St. Cloud/St. Cloud Police Department under the U.S. Department of Justice Office of Community Oriented Policing Service Agency FY2026 COPS Office Grant Program solicitation for the hiring of six (6) police officers and authorizing the Grants Division or designee to submit the application, and the City Manager to execute the application and all other documents associated with the implementation and execution of the grant on behalf of St. Cloud Police Department.

COST: up to \$2,104,650.00 (Project total \$2,104,650.00 – Federal Share Total \$750,000.00/ City Match Total \$1,354,650.00 (Year 1 – Federal share \$400,000.00 / City match \$325,000.00; Year 2 – Federal share \$250,000.00 / City match \$470,000.00; Year 3 – Federal share \$100,000.00 / City match \$559,650.00).

This item is to authorize submitting an application for the FY 2026 COPS Hiring Program.

11. Resolution No. 2026-100R, a resolution of the City Council of the City of St. Cloud, Florida, ratifying and authorizing the grant application by City of St. Cloud under the Department of Justice's (DOJ) FY 2026 Bridging Immigration - Related Deficits Experienced Nationwide (BIDEN) Program, to support the addition of 10 fully equipped sworn law enforcement officers, one Skydio F10 Drone as a First Responder (DFR), 16 Motorola AXS dispatch consoles, and one full-time Crime Analyst to enhance public safety, emergency response capabilities, and law enforcement operations, and authorizing the Grants Division or designee to submit the application, and ratifying the City Manager's execution of the application and authorizing the City Manager to execute all other documents associated with the implementation and execution of the grant on behalf of the City of St. Cloud, and providing an effective date.

COST: up to \$8,160,060.00 (Project total \$8,160,060.00 – Federal Share Total

\$8,160,060.00 / City Match Total \$0).

This item is to ratify and authorize the grant application for the Department Justice's (DOJ) FY 2026 Bridging Immigration -Related Deficits Experienced Nationwide (BIDEN) Program to support the addition of personnel and equipment for the St. Cloud Police Department.

12. Resolution No. 2026-101R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing a Negotiated Procurement with RDK Truck Sales for the purchase of one (1) 2023 Mack LR64 – 31 Yard New Way Side Loader Garbage Truck, and providing an effective date.

COST: up to \$345,500.00

This item is to purchase a 2023 Mack LR64 – 31 Yard New Way Side Loader Garbage Truck for the Public Works Department.

13. Resolution No. 2026-103R, a resolution of the City Council of the City of St. Cloud, Florida, entering an agreement with DSK LAW to provide special legal council services for property acquisition, condemnation and eminent domain; authorizing the City Manager to execute this agreement 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 City Manager's Office for special legal council services for property acquisition, condemnation and eminent domain, on an as-needed basis, from various approved and budgeted projects and expenditure accounts throughout the fiscal year.

This item is to approve Resolution No. 2026-103R authorizing the City Manager to enter into an agreement with DSK LAW to provide special legal council services for property acquisition, condemnation and eminent domain for Capital Improvement Projects and Tri-Party Agreements on a time and material basis.

14. Minutes: March 16, 2026 / Special Meeting and April 16, 2026 / Workshop

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. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-07**, an ordinance of the City Council of the City of St. Cloud, Florida, adopting a Large Scale Comprehensive Plan Amendment Pursuant to Section 163.3184 Florida Statutes 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) **ACTION ON ORDINANCE NO. 2026-07**

2. **FINAL PUBLIC HEARING 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) **ACTION ON ORDINANCE NO. 2026-08** (This is a Quasi-Judicial proceeding)
3. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-24**, 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 +/- 7.17 acres identified as Nova Road Outparcels, Project #ZMA25-00022, from “CCC” Community Center Core (County) to “CCC” Community Center Core (City), generally located north of East Irlo Bronson Memorial Highway, east of Nova Road, south of Wondrous Place, and west of Bradley Drive, 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. 2026-24** (This is a Quasi-Judicial proceeding)
4. **PUBLIC HEARING FOR RESOLUTION NO. 2026-079R**, a resolution of the City Council of the City of St. Cloud, Florida, granting a conditional use for an "Alcoholic Beverage Establishment" at 4415 13th Street in the Highway Business “HB” Zoning District on the +/- 13.53 acres of land known as Dylan Plaza; allowing the applicant to serve beer and wine as an accessory to their primary business for "Barbershop" services, as described in the body of this resolution. (Above is full title) **ACTION ON RESOLUTION NO. 2026-079R**
5. **RESOLUTION NO. 2026-077R**, 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. 2026-077R**.
6. **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” and Article 5, “Residential Zoning Districts” for permitted accessory uses and setback requirements; and amending Article 14, “Use Regulations,” Section 3.14.30 “Accessory Dwelling Units (ADU)” of the Land Development Code to require impact fee and parking requirements for two-family and multi-family dwelling zoning districts (R-2, R-3, and R-4). providing for severability, conflicts, codification, publication, and an effective date. (Above is full title) **ACTION ON ORDINANCE NO. 2026-17**

7. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-25**, 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 +/- 27.26 acres identified as Stephanie Leigh Rothstein Memorial Park Additional Parcels, Project #ZMA25-00023, from "A" Agriculture to "OR" Open Space/Recreational, generally located north of Barina Street, east of Missouri Avenue, south of Sky Lakes Drive, and west of South Indiana Avenue 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. 2026-25 (This is a Quasi-Judicial proceeding)**
8. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-27**, an ordinance of the City Council of the City of St. Cloud, Florida, amending Chapter 3 Performance and Siting Standards, Article 14 Use Regulations, Section 3.14.5 – Alcoholic Beverage Establishments; providing for conflict, severability, administrative correction, codification and publication and effective date. (Above is full title) **ORDINANCE NO. 2026-27 CONTINUED TO THE AUGUST 20, 2026, CITY COUNCIL MEETING**
9. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-28**, an ordinance of the City Council of the City of St. Cloud amending Chapter 30 "Parks and Recreation" Article I "In General" Section 30-9 "Smoking Prohibited" to further define smoking and add the Lake Front as an area where smoking as defined is prohibited providing for conflict, severability, administrative correction, codification, publication, and effective date.
ACTION ON ORDINANCE NO. 2026-28
10. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-29**, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use designation to approximately +/- 46.11 acres identified as Public Safety Complex, Project #CPA26-00007, generally located north of Nolte Road, east of Budinger Avenue, south of Julianna Court, and west of Canoe Creek Road; from Mixed Use to Institutional 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. 2026-29**

11. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-30**, 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 +/- 46.11 acres identified as Public Safety Complex, Project #ZMA26-00006, from "MIX" Mixed-Use to "P" Professional, generally located north of Nolte Road, east of Budinger Avenue, south of Julianna Court, and west of Canoe Creek 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. 2026-30 (This is a Quasi-Judicial proceeding)**
12. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-32**, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use designation to approximately +/- 27.26 acres identified as Stephanie Leigh Rothstein Memorial Park, Project #CPA26-00005, generally located north of Barina Street, east of Missouri Avenue, south of Sky Lakes Drive, and west of South Indiana Avenue, from Employment and Institutional to Park/Open Space 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. 2026-32**

X. Council Action

1. Resolution No. 2026-072R, a resolution of the City Council of the City of St. Cloud, Florida, accepting a grant award from the State of Florida, Department of Environmental Protection for the Sole Source purchase of Tiger Dam System from U.S. Flood Control Corp, and authorizing the City Manager to execute the documents necessary for the implementation, administration, and execution of the grant on behalf of the City of St. Cloud, and providing an effective date.
COST: up to \$300,000.00 (Project total \$299,058.00 – Federal Share \$300,000.00/ City Match \$0).
This item is to authorize a grant award from the State of Florida, Department of Environmental Protection, for the Tiger Dam Rapid Deployment Dam System and purchase from U.S. Flood Control Corp.
2. Resolution No. 2026-078R, a resolution of the City Council of the City of St. Cloud approving the agreement for the purchase of approximately .09 acres of certain real property including a 1,880 square foot building located at 1222 10th Street in St. Cloud and required for the expansion of public facilities for the purchase price of \$731,500 from Robert Beauchamp; authorizing the Mayor to sign the purchase and sale agreement and authorizing the City Manager to perform all acts necessary and appropriate to close on the property as provided herein.
COST: \$731,500 in Parks and Recreation Impact Fees plus all associated closing

costs.

3. Resolution 2026-096R, a resolution of the City Council of the City of St. Cloud, Florida, approving the Facility Use and License Agreement between the City of St. Cloud and Boys & Girls Clubs of Central Florida, Inc.; providing for conflicts; providing for severability; and providing an effective date.
4. Resolution No. 2026-102R, a resolution of the City Council of the City of St. Cloud, Florida, approving the agreement for the purchase of approximately 0.241 acres of certain real property including a 3,640 square foot building located at 1401 New York Avenue in St. Cloud and required for the expansion of parks and recreation needs for the purchase price of \$700,000 from William Michael Young; authorizing the Mayor to sign the purchase and sale agreement and authorizing the City Manager to perform all acts necessary and appropriate to close on the property as provided herein.
COST: \$700,000 in Parks and Recreation Impact Fees plus all associated closing costs.
5. Resolution No. 2026-104R, a resolution of the City Council of the City of St. Cloud, Florida, approving a new lease agreement with Crabby Bills of St. Cloud, LLC for the Marina Building premises at 1104 Lakeshore Blvd, St. Cloud Florida; providing for a new lease for an initial term of ten (10) years for an initial rent of \$10,000 per month effective September 1, 2026; authorizing the Mayor or the City Manager to execute the new agreement and providing for an effective date. **RESOLUTION NO. 2026-104R**
CONTINUED TO THE AUGUST 6, 2026, SPECIAL CITY COUNCIL MEETING

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. 2026-33, an ordinance of the City Council of the City of St. Cloud, Florida, amending the location of the multi-purpose trail connection to Chisholm Park adopted by Ordinance No. 2024-12, for approximately +/-25.59 acres identified as Walker Property, Project #PUD26-00004, located north of Old Oak Trail, west of South Narcoossee Road, and south of Chisholm Park Trail, providing for the approval of the amended PUD/Preliminary Master Plan and proof of publication, severability, and effective date.(Above is full title) (Final Public Hearing will be heard on August 20, 2026) Action on Ordinance No. 2026-33 (This is a Quasi-Judicial proceeding)
2. First Reading and Introduction for Ordinance No. 2026-34, an ordinance of the City Council of the City of St. Cloud, Florida, amending the total acreage and

developable acreage, number of units, net density, gross density, stormwater area, development program, housing types, architectural standards, and development conditions, for the “PUD” Planned Unit Development/Preliminary Master Plan identified as Avancia Project #PUD25-00004, formerly known as Neptune Village, in Ordinance No. 2019-11 (as amended), located north of Revolutionary Way, east of Betsy Ross Lane, south of Neptune Road and west of Old Canoe Creek Road; providing for approval of the amended PUD/Preliminary Master Plan and Final Master Plan, filing of the Planning Commission recommendation and proof of publication, severability, conflicts and effective date.(Above is full title) (Final Public Hearing will be heard on August 20, 2026) Action on Ordinance No. 2026-34 (This is Quasi-Judicial proceeding)

XII. City Attorney

XIII. City Manager

XIV. Mayor and Council Members

XV. Information Section and Report Section

- Recreation Advisory Committee Minutes March 18, 2026

Reports:

Warrant List # 9 FY26

- Friday, July 17, 2026 – Veteran’s Council Meeting – 1:00 p.m., City Hall

Monday, August 3, 2026 – City Council Budget Workshop – 1:00 p.m., City Hall, Council Chambers

Thursday, August 6, 2026 – Special City Council Meeting – immediately following the Community Redevelopment Agency Meeting, City Hall, Council Chambers

Thursday, August 13, 2026 – City Council Meeting – 6:30 p.m., City Hall, Council Chambers

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

The City of St. Cloud, Florida

Proclamation

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including the City of St. Cloud; and

WHEREAS, parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS, parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS, parks and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

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

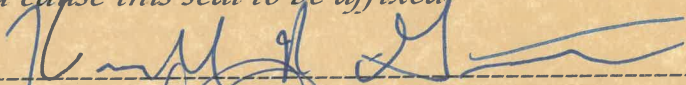
WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month, and the City of St. Cloud recognizes the benefits derived from parks and recreation resources; and

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

Parks and Recreation Month

In our city and urge all citizens to enjoy leisure time with family and friends at our community's parks and recreational facilities.

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



Attest: _____

Date: 7/14/2026





Meeting: July 16, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-069R Obsolete, Damaged,
and/or Surplus Property

Finance Agenda Item:

Resolution No. 2026-069R, 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:

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 - 07/16/2026

Attachments:

1. Resolution No. 2026-069R
2. Exhibit A Fixed Assets

RESOLUTION NUMBER 2026-069R

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 Saint Cloud has intention to utilize property at 1825 Puffin Road, Saint Cloud, FL 34771 for a future trailhead, and

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 16th day of July 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. 2026-069R
Thursday, July 16, 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 purchase at fair market value.

QTY	FA #	Imp	Description	Serial #	Unit/Tag #	Dept.	Reason	Date Acquired	\$ 1,397,739.22	\$ 302,185.62	\$1,055,553.60	Status
									Original Cost	L-T-D Depreciation	Current Value	
1	55645		2012 CHEVY TAHOE	1GNLC2E00CR312660	12-246	POLICE	AUCTION	5/21/2012	\$ 25,444.15	\$ 25,444.15	\$ -	F
1	57725	0-1	2016 FORD EXPLORER POLICE WAGON	1FMSK8AR4GG854361	12-301	POLICE	AUCTION	12/22/2015	\$ 33,003.34	\$ 33,003.34	\$ -	F
1	57774		2017 FORD EXPLORER AWD	1FMSK8ARSHG847134	12-319	POLICE	AUCTION	12/19/2016	\$ 27,164.49	\$ 27,164.49	\$ -	F
1	61920		BRINC DRONE RESPONDER	SN#BR00022-RID-253100007	G098	POLICE	REPLACED WITH NEW DRONE DUE TO COSTLY REPAIRS (DID NOT HAVE ANY CHARGES FOR REPLACEMENT PROCESS TO TAKE PLACE	8/25/2025	\$ -	\$ -	\$ -	D
1	61334	1	LILLIAN LEE ROAD HOUSE (BUILDING)	52631261000010000	1825 PUFFIN ROAD SAINT CLOUD, FL. 34771	PUBLIC WORKS	DEMOLISH : "WHEREAS THE CITY INTENDS TO USE THIS LOCATION AS A FUTURE TRAILHEAD" (REMAINING VALUE WILL BE ADDED TO THE VALUE OF THE LAND)	7/24/2023	\$ 712,769.22	\$ 44,548.08	\$ 668,221.14	A
1	61334		LAND FOR 1825 PUFFIN ROAD, SAINT CLOUD, FL 34771	052631261000010045	1825 PUFFIN ROAD SAINT CLOUD, FL. 34771	PUBLIC WORKS	0.18 ACRES (WEST SIDE) ROW DEDICATION	7/24/2023	\$ 305,472.53	\$ -	\$ 305,472.53	A
1	59032		2018 ELGIN WHIRLWIND STREET SWEEPER VACUUM	1PVACKFC2K1KS9388	4-109	STREETS	AUCTION	4/3/2019	\$ 233,885.49	\$ 152,025.56	\$ 81,859.93	A
1	N/A		CONDENSER UNIT BY TRANE	M154LBGFF	N/A	FIRE	OUT OF SERVICE PERMANENTLY	4/1/1997	\$ 5,000.00	\$ 5,000.00	\$ -	F
1	N/A		AIR HANDLER	M182KDDSH	N/A	FIRE	OUT OF SERVICE PERMANENTLY	4/1/1997	\$ 5,000.00	\$ 5,000.00	\$ -	F
1	N/A		CONDENSER UNIT BY TRANE	217LTRAH	N/A	FIRE	OUT OF SERVICE PERMANENTLY	4/1/2001	\$ 5,000.00	\$ 5,000.00	\$ -	F
1	N/A		AIR HANDLER	Z285KCWSH	N/A	FIRE	OUT OF SERVICE PERMANENTLY	7/1/2001	\$ 5,000.00	\$ 5,000.00	\$ -	F

For use by Fixed Asset Office:

Fixed Assets Disposition Date: _____

Fixed Asset AS400 Completion Date: _____



Meeting: July 16, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-081R Parks & Recreation
Fee Schedule Update

Park & Recreation Agenda Item:

Resolution No. 2026-081R, 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 adds information about adding a refundable security deposit to pavilion rentals, a special event permit will be required to rent pavilion B (max capacity of 200) at Chisholm Park, amending the resident rate definition to be those residents or businesses located within the corporate limits of Osceola County, and adding fees for Hickory Tree Park in preparation for ownership on October 1, 2026.

Strategic Key Focus Areas:

High-Performing Government

Background Information:

Staff requests approval of Resolution No. 2026-081R, which proposes updates and clarifications to the Parks and Recreation fee schedule and related provisions. The resolution establishes refundable security deposit requirements for pavilion rentals, the Performing Arts Pavilion, and the Veteran's Memorial Park Bandshell, and requires a special event permit for the rental and use of Ralph V. Chisholm Park Pavilion B.

The resolution also amends the resident rate definition to be those residents or businesses located within the corporate limits of Osceola County, and establishes a Trail of Terror Multi-Pass fee within the Special Event and Program Fees section. This creates a new admission option for event attendees and ensures the fee is reflected in the City's adopted fee schedule.

Legal Authority:

City Code Chapter 30-6 and 30-7

Budget and Recommendation:

No cost associated with this item.

Staff recommends **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:**Attachments:**

1. 2026-081R - Parks and Recreation Fees resolution
2. 2026-081R - PR Fee Schedule_July 2026 - Staff Report
3. 2026-081R - Parks and Recreation Fees (mark up) 6.30.26
4. 2026-081R - Parks and Recreation Fees (clean) 6.30.26

RESOLUTION NO. 2026-081R

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.

WHEREAS, the City of St. Cloud recognizes the need to periodically review and update fees and requirements associated with the use of Parks and Recreation facilities, programs, and events to ensure they are equitable, competitive, and sufficient to support ongoing maintenance and operations; and

WHEREAS, the City of St. Cloud finds it in the best interest of the public to adopt a master Parks and Recreation Fee Schedule for clarity.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ST. CLOUD, FLORIDA AS FOLLOWS:

SECTION 1. The Parks and Recreation Fee Schedule attached hereto as *Exhibit A* is hereby adopted with an effective date of July 16, 2026.

SECTION 2. All previous fees and rental rates for Parks and Recreation facilities, programs, and events not explicitly included in *Exhibit A* are hereby superseded by this resolution.

SECTION 3. The Parks and Recreation Department shall make the updated fee schedule available to the public and post it prominently on the City's official website.

PASSED AND ADOPTED by the City of St. Cloud this 16th day of July 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

Daniel Mantzaris, City Attorney



**MEMORANDUM REPORT
FOR CITY COUNCIL
July 16, 2026**

To: Mayor Robertson and Council Members

From: Liz Wargo, Special Event and Facility Superintendent through Stephanie Holtkamp, Parks and Recreation Director

Subject: Resolution No. 2026-081R

Date: June 29, 2026

REQUEST:

Staff requests approval of Resolution No. 2026-081R, which proposes updates and clarifications to the Parks and Recreation fee schedule and related provisions. The resolution establishes refundable security deposit requirements for pavilion rentals, the Performing Arts Pavilion, and the Veteran's Memorial Park Bandshell, amends the resident rate definition to be those residents or businesses located within the corporate limits of Osceola County, and requires a special event permit for the rental and use of Ralph V. Chisholm Park Pavilion B.

The resolution also establishes a Trail of Terror Multi-Pass fee within the Special Event and Program Fees section. This creates a new admission option for event attendees and ensures the fee is reflected in the City's adopted fee schedule.

SUMMARY OF KEY CHANGES:

Resolution No. 2026-081R includes several targeted updates to improve consistency, respond to public demand, and clarify policy language. The refundable security deposit for pavilion rentals, the Performing Arts Pavilion, and the Veteran's Memorial Park Bandshell have been added in response to an increase in facility misuse and to help ensure compliance with rental policies. The resolution also requires a special event permit for the rental and use of Ralph V. Chisholm Park Pavilion B to ensure events are appropriately reviewed and supported with necessary City resources.

The resolution also adds rental and usage fees for Hickory Tree Park in preparation for the City of St. Cloud assuming ownership and operational responsibility of the park from Osceola County effective October 1, 2026. Establishing these fees in advance will provide a seamless transition for park reservations and programming once the transfer is complete.

The resolution amends the definition of a resident from within only the City Limits to include all residents and businesses located within Osceola County.

A monthly pass option has also been added for the Homeschool Recreation Program in response to participant feedback. The monthly pass will allow participants to pre-register for classes, providing families with a more convenient registration process while helping staff better plan program attendance and reduce administrative and operational costs.

Finally, the resolution establishes a Trail of Terror Multi-Pass fee within the Special Events and Program Fees, creating an additional admission option for event attendees and ensuring the fee is reflected in the City's adopted fee schedule.

These updates improve facility management, support responsible use of City amenities, and provide greater clarity and consistency within the Parks and Recreation fee schedule.

STRATEGIC PLAN GOALS:

This item is consistent with the following City of St. Cloud Strategic Plan Goals:

- **High-Performing Government** – Focus on the continuity and sustainability of core public services.

COST: No Cost

STAFF RECOMMENDATION: Staff recommends **APPROVAL** of Resolution No. 2026-081R

Attachment: Resolution No. 2026-081R

EXHIBIT “A”

RESOLUTION NUMBER 2026-08153R

WHEREAS, the last revision to the parks and recreation user fees was adopted by the City Council of the City of St. Cloud, Florida by Resolution 2026-05319R on ~~May 15~~March 12, 2026; and

BE IT RESOLVED by the City Council of the City of St. Cloud, Florida, that Resolution 2026-08153R hereby amends Resolution 2026-053R as follows:

The Resident/Business rate is only available to residents or business owners located within the corporate limits of Osceola County on the date of deposit. The Non-Resident rate applies to residents/businesses that are located outside of the Osceola County limits.~~City Ad Valorem Taxpayer – refers to an individual or entity that pays ad valorem taxes to the City of St. Cloud~~

Non-Ad Valorem Taxpayer – refers to an individual or entity that pays ad valorem taxes but not to the City of St. Cloud.

SECTION I - OPEN SWIM FEES: Fees for memberships and daily admissions are as follows:

<u>Daily Admission</u>	<u>Resident/Business</u>	<u>Non-Resident City Ad Valorem Taxpayer</u>
<u>Valorem Taxpayer</u>	<u>Non-Ad Valorem Taxpayer</u>	
Entry Fee:	\$5.50/4 years & older	\$7.75/4 years & older
Entry Fee:	Free/3 years and younger	Free/3 years and younger
St. Cloud City Employee	Free	Free
Wibit Water Obstacle Course	\$5.00 per person/unlimited	\$7.00 per person/unlimited
➤ Price shown includes applicable general sales tax and discretionary tax.		

SECTION II - ANNUAL POOL MEMBERSHIP: Fees at the Chris Lyle Aquatic Center are as follows:

<u>Annual Pass:</u>	<u>Resident/Business</u>	<u>Non-Resident City Ad Valorem Taxpayer</u>
<u>3-month pass:</u>		
Individual	\$70.00	\$96.75
Family (4, no guest)	\$139.75	\$193.50
Individual	\$107.50	\$161.25
Senior Citizen (60 and up)	\$53.75	\$80.75
Family of 4 with 1 guest	\$242.00	\$349.50
Additional Family members	\$48.50/person	\$70.00/person

➤ Annual membership includes admission to water fitness classes at a discounted price.

➤ Annual membership is good for a rotating calendar year, regardless of pool schedule.

Price shown includes applicable general sales tax and discretionary tax.

SECTION III - SWIM LESSONS: Fees for swim lessons at the Chris Lyle Aquatic Center are as follows:

<u>Group Lessons per session:</u>	<u>Resident/Business</u>	<u>Non-Resident City Ad Valorem Taxpayer</u>
<u>Non-Ad Valorem Taxpayer</u>		
	\$95.00/person	\$140.00/person

➤ No makeup for group lessons for student absence.

➤ A credit is applied to their household if two or more days are missed due to unforeseen circumstances.

<u>Private Swim Lessons:</u>	<u>Resident/Business</u>	<u>Non-Resident City Ad Valorem Taxpayer</u>
<u>Non-Ad Valorem Taxpayer</u>		

3 hour or 6-30 minute	\$210.00/person	\$295.00/person
6 hour or 12-30 minute	\$400.00/person	\$560.00/person

- Lessons must be completed within 90 days of purchase.
- Failure to show/communicate absence for scheduled lesson(s) will forfeit time.

SECTION IV - AQUATIC CENTER RENTALS: Facility rental fees at the Chris Lyle Aquatic Center are as follows:

PAVILION RENTAL

<u>Time block Sat., Sun & Holidays</u>	<u>Resident/Business</u>	<u>Non-Resident City Ad Valorem Taxpayer</u>
	<u>Non-Ad Valorem Taxpayer</u>	
11-4pm	\$220.00/full pavilion	\$275.00/full pavilion

Time block Weekdays:

4-hour block	\$165.00/ full pavilion	\$210.00 full pavilion
Additional 1-hour	\$45.00	\$65.00

- Includes 25 wristbands
- Additional wristbands will be charged at the current admission fee.

DECKHOUSE ROOM RENTALS: (Only for meeting space)

Jellyfish (Room capacity 10)

<u>Time block (during operating hours)</u>	<u>Resident/Business</u>	<u>Non-Resident City Ad Valorem Taxpayer</u>
	<u>Non-Ad Valorem Taxpayer</u>	
	\$75.00/day	————\$95.00/day

- \$50.00 refundable security deposit per rental
- Tables and chairs are included.

PRIVATE POOL RENTAL: (minus administrative offices)

Available to rent Saturday 5:30-8:30 pm or Sunday 5:30-8:30pm

<u>Resident/Business</u>	<u>Non-Resident City Ad Valorem Taxpayer</u>
<u>Non-Ad Valorem Taxpayer</u>	
\$450.00	\$565.00
\$45.00/hour/additional lifeguard	\$65.00/hour/additional lifeguard
\$100.00 refundable deposit	\$100.00 refundable deposit

Private Rental Optional Rental Equipment:

<u>Resident/Business</u>	<u>Non-Resident City Ad Valorem Taxpayer</u>
<u>Non-Ad Valorem Taxpayer</u>	
\$125.00/Wibit Aquatrack*	\$160.00/Wibit Aquatrack*

- Private pool rental fee includes access to the pavilion, three (3) lifeguards and one (1) Supervisor.
- *If Wibit is added, an additional lifeguard will be required at the rate of \$45 an hour.

SECTION V - SWIM TEAMS/SCHOOL PROGRAMS/WATER POLO: Fees for teams using the Chris Lyle Aquatic Center are as follows: Per person, per season or quarter.

<u>Resident/Business</u>	<u>Non-Resident City Ad Valorem Taxpayer</u>
<u>Non-Ad Valorem Taxpayer</u>	
\$65.00	\$ 90.00

SECTION VI – OTHER AQUATIC FEES:

Water exercise class: Per class, per person

<u>Resident/Business</u>	<u>Non-Resident City Ad Valorem Taxpayer</u>
<u>Non-Ad Valorem Taxpayer</u>	
With Membership	\$1.00 \$2.00
Without Membership	\$1.00 + entry fee \$2.00 + entry fee

Special Water Exercise Class: Per class, per person

With membership	\$5.00	\$7.00
Without membership	\$5.00 + entry fee	\$7.00 + entry fee

Home School Rays: per session, 3-month enrollment (10 classes)

	<u>Resident/Business</u>	<u>Non-Resident City Ad Valorem Taxpayer</u>
	<u>Non-Ad Valorem Taxpayer</u>	
	\$65.00 per person	\$90.00 per person
➤ Enrollment limited to 12 students.		
➤ Sessions: March – May and August - October.		
➤ Punch passes and daily drop-ins are not accepted.		

Rent a Lane or Diving Well: 3 hours

	<u>Resident/Business</u>	<u>Non-Resident City Ad Valorem Taxpayer</u>
	<u>Non-Ad Valorem Taxpayer</u>	
	\$120.00 + daily fee per person	\$150.00 + daily fee per person
Additional hour	\$40.00/ hour	\$50.00/hour

SECTION VII - RECREATION INDOOR FACILITY RENTAL: Fees for reserved use of City Parks and Recreation facilities are as follows:

- 1) The City requires staff supervision at a charge of \$30 per hour per staff member. The number of staff required is dependent upon the event and the number of participants.
- 2) No City facility may be rented to private businesses to gain profit with the exception of a party planner, caterer, and event coordinator. If any event deviates from the approved activities on the reservation application, it may result in cancellation of the event and loss of all reservation fees. Anyone not complying with this provision may not be granted use of a City of St. Cloud recreation facility rental in the future.
- 3) Any event that exceeds the maximum occupancy load of a facility will be charged the all-day rental rate and will be subject to a Special Event Permit fee of \$315. Additional staff may be required and determined through the Special Event process at an hourly rate of \$30.
- 4) The refundable security deposit plus one-half of the rental fees will be collected at the reservation agreement signing to reserve a date.
- 5) Reservation and final payment are due 30 days prior to the facility rental date. If full payment is not received 30 days prior, the City of St. Cloud may cancel the reservation with no refunds.
- 6) Indoor facility rentals include one (1) staff member. Additional staff will be required at a ratio of one (1) staff member per seventy-five (75) attendees. The cost of the additional staffing will be applied to the rental fee.

Woman's Club and Community House

Time blocks:	<u>Resident/Business</u>	<u>Non-Resident City Ad</u>
	<u>Valorem Taxpayer</u>	<u>Non-Ad Valorem Taxpayer</u>
8am-12 pm or 1-5 pm or 6-10 pm	\$300.00	\$330.00

10am-11pm	\$900.00	\$1,140.00
Additional hour (if available)	\$75.00	\$95.00
Refundable security deposit	\$200.00	\$200.00

Veteran's Memorial Park Bandshell – Rental requires a Special Event Permit

8am-12 pm or 1-5 pm or 6-10 pm	\$300.00	\$330.00
10am-11pm	\$900.00	\$1,140.00
Additional hour (if available)	\$75.00	\$95.00
<u>Refundable security deposit</u>	<u>\$100.00</u>	<u>\$100.00</u>

Hopkins Park Community Center

8am-12 pm or 1-5 pm or 6-10 pm	\$375.00	\$470.00
10am-11pm	\$1,125.00	\$1,410.00
Additional hour (if available)	\$95.00	\$120.00
Refundable security deposit	\$250.00	\$250.00

Cannery Park

8am-12 pm or 1-5 pm or 6-10 pm	\$360.00	\$440.00
10am-11pm	\$1,080.00	\$1,320.00
Additional hour (if available)	\$90.00	\$110.00
Refundable security deposit	\$250.00	\$250.00

Civic Center, Room 2

8am-12 pm or 1-5 pm or 6-10 pm	\$360.00	\$440.00
10am-11pm	\$1,080.00	\$1,320.00
Additional hour (if available)	\$90.00	\$110.00
Refundable security deposit	\$200.00	\$200.00

Meeting room rate:**Monday – Friday 7:00 am – 5 pm**

2-hours	\$180.00	\$220.00
Refundable security deposit	\$125.00	\$125.00

Peghorn Park (Includes Education Building, Cannery, and Courtyard)

8am-12 pm or 1-5 pm or 6-10 pm	\$370.00	\$445.00
10am-11pm	\$1,015.00	\$1,220.00
Additional hour (if available)	\$100.00	\$120.00
Refundable security deposit	\$200.00	\$200.00

Civic Center Building A: Entire building minus administrative offices.

	<u>Resident/Business</u>	<u>Non-Resident City Ad</u>
<u>Valorem Taxpayer</u>	<u>Non-Ad Valorem Taxpayer</u>	
8am-12 pm or 1-5 pm or 6-10 pm	\$885.00	\$1065.00
10am-11pm	\$2,880.00	\$3,600.00
Additional hour (if available)	\$225.00	\$270.00
Additional staff member/per hour	\$30.00	\$30.00
Refundable security deposit	\$350.00	\$350.00

Gyms – A or B:

<u>Time blocks:</u>	<u>Resident/Business</u>	<u>Non-Resident City Ad</u>
<u>Valorem Taxpayer</u>	<u>Non-Ad Valorem Taxpayer</u>	
8am-12 pm or 1-5 pm or 6-10 pm	\$535.00	\$660.00
10am-11pm	\$1,740.00	\$1970.00
Additional hour (if available)	\$135.00	\$170.00
Additional staff member/per hour	\$30.00	\$30.00
Refundable security deposit	\$250.00	\$250.00

Community Center Magnolia Room

	<u>Resident/Business</u>	<u>Non-Resident</u>	<u>City</u>	<u>Ad</u>	<u>Valorem</u>
<u>Taxpayer</u>	<u>Non-Ad Valorem</u>	<u>Taxpayer</u>			
Monday-Thursday & Friday until 3:00 pm	\$95/hour	\$110/hour			
Hourly rate after 3:00 pm Friday – Sunday	\$160/hour	\$200/hour			
Refundable security deposit	\$500	\$500			
Minimum rental of four (4) hours.					

Weekend Rentals

	<u>Resident/Business</u>	<u>Non-Resident</u>	<u>City</u>	<u>Ad</u>	<u>Valorem</u>
<u>Taxpayer</u>	<u>Non-Ad Valorem</u>	<u>Taxpayer</u>			
Friday (3:00pm -12:00am)	\$1,000	\$1,250			
Saturday (2:00pm – 12:00am)	\$1,250	\$1,565			
Saturday (10:00am-12:00am)	\$1,625	\$2,035			
Sunday (2:00pm – 11:00pm)	\$1,125	\$1,410			
Sunday (10:00am-11:00pm)	\$1,500	\$1,875			
Refundable Security Deposit	\$500	\$500			

Cypress Room

	<u>Resident/Business</u>	<u>Non-Resident</u>	<u>City</u>	<u>Ad</u>	<u>Valorem</u>
<u>Taxpayer</u>	<u>Non-Ad Valorem</u>	<u>Taxpayer</u>			
Monday-Sunday	\$85/hour	\$110/hour			
Refundable Security Deposit	\$500	\$500			
Minimum rental of four (4) hours.					

The Ranch

All day rentals: 8:00 am – 11:00pm

	<u>Resident/Business</u>	<u>Non-Resident</u>	<u>City</u>	<u>Ad</u>	<u>Valorem</u>
<u>Taxpayer</u>	<u>Non-Ad Valorem</u>	<u>Taxpayer</u>			
Monday-Thursday	\$3,965	\$4,905			
Friday, Saturday & Sunday	\$4,665	\$5,780			
Refundable security deposit	\$500	\$500			

Hourly Rate:

Monday – Thursday & Friday until 3:00 pm	\$265 / hour	\$365 / hour
Friday after 3:00 p.m. Sunday	\$315 / hour	\$390 / hour

- Minimum rental of four (4) hours.
- Special events at The Ranch are subject to the all-day rental rate.

Marina Banquet Hall

	<u>Resident/Business</u>	<u>Non-Resident</u>	<u>City</u>	<u>Ad</u>	<u>Valorem</u>
<u>Taxpayer</u>	<u>Non-Ad Valorem</u>	<u>Taxpayer</u>			
Monday-Thursday & Friday until 3:00 pm	\$95/hour	\$110/hour			
Hourly rate after 3:00 pm Friday – Sunday	\$160/hour	\$200/hour			
Refundable security deposit	\$500	\$500			
Minimum rental of four (4) hours.					

Weekend Rentals

	<u>Resident/Business</u>	<u>Non-Resident</u>	<u>City</u>	<u>Ad</u>	<u>Valorem</u>
<u>Taxpayer</u>	<u>Non-Ad Valorem</u>	<u>Taxpayer</u>			

Friday (3:00pm -12:00am)	\$1,000	\$1,250
Saturday (2:00pm – 12:00am)	\$1,250	\$1,565
Saturday (10:00am-12:00am)	\$1,625	\$2,035
Sunday (2:00pm – 11:00pm)	\$1,125	\$1,410
Sunday (10:00am-11:00pm)	\$1,500	\$1,875
Refundable Security Deposit	\$500	\$500

Dan Tarrell Memorial Point

	<u>Resident/Business</u>	<u>Non-Resident City Ad Valorem Taxpayer</u>
<u>Non-Ad Valorem Taxpayer</u>		
	\$50/hour	\$75/hour

- One hour included if utilizing the Dan Tarrell Memorial Point for a ceremony in conjunction with a weekend Marina Banquet Hall rental.
- The City of St. Cloud does not provide set up/clean-up for events at the Dan Tarrell Memorial Point.
- Full fee is due the date the reservation is made.

Performing Arts Pavilion – Rental requires a Special Event Permit

The fees of the Performing Arts Pavilion are hereby as follows:

	<u>Resident/Business</u>	<u>Non-Resident City Ad Valorem Taxpayer</u>
<u>Non-Ad Valorem Taxpayer</u>		
	\$75/hour	\$95/hour
➤ <u>Refundable security deposit</u>	<u>\$100.00</u>	<u>\$100.00</u>

- Performing Arts Pavilion rentals are not available during City of St. Cloud events or a citywide approved special events held at Lakefront Park.
- The City of St. Cloud does not provide set up/cleanup for events at the Performing Arts Pavilion. Arrangements must be made by the individual renting the Performing Arts Pavilion.
- Full fee is due the date the reservation is made.

SECTION VIII – PAVILION RENTALS:

The Lakefront, Ralph V. Chisholm Park and Partin Triangle Park pavilion rentals require booking two (2) business days prior to the reservation date. Pavilions shall be rented in a minimum of four-hour blocks of time or all day. Blocks of time are from 8:00 am – 12:00 pm or 1:00 pm - 5:00 pm. All day is considered as 8:00 am –5:00 pm.

The pavilions may not be available for rent if a special event is scheduled. At the direction of the City Manager, any other pavilions existing now or that may be constructed in the future may be added to this list.

Lakefront: Pavilions available for rent are as follows:

- #1 - East Loop Pavilion (located at the corner of Lakeshore Blvd. and Mississippi Ave)
- #2 – Sleeping Tiger Pavilion (located at the corner of Lakeshore Blvd. and Illinois Ave.)
- #3 – East Lake Toho Pavilion – (located at the corner of Lakeshore Blvd. and Indiana Ave.)
- #4 – Splash and Play Pavilion (located at Lakeshore Blvd. and Ohio Ave.)
- #5 – West Loop Pavilion (located at Lakeshore Blvd. and Louisiana Ave.)

	<u>Resident/Business</u>	<u>Non-Resident City Ad Valorem Taxpayer</u>	<u>Non-Ad</u>
<u>Valorem Taxpayer</u>			
	\$75/ four (4) hour block	\$125/ four (4) hour block	

\$150 all day (9 hours)

\$250/all day (9 hours)

➤ \$50.00 refundable security deposit per (4) hour block

➤ \$100.00 refundable security deposit per (9 hour block

Ralph V. Chisholm Park:

Pavilions E, F, G, H, and I: (up to 20 people)

Resident/Business

Non-Resident City Ad Valorem Taxpayer

Non-Ad Valorem Taxpayer

\$75 / four (4) hour block

\$125 / four (4) hour block

\$150 / all day (9 hours)

\$250 / all day (9 hours)

➤ \$50.00 refundable security deposit per (4) hour block

➤ \$100.00 refundable security deposit per (9 hour block

Pavilions A, C and D: (Up to 60 people)

Resident/Business

Non-Resident City Ad Valorem Taxpayer

Non-Ad Valorem Taxpayer

\$125 / four (4) hour block

\$150 / four (4) hour block

\$250 / all day (9 hours)

\$300 / all day (9 hours)

➤ \$50.00 refundable security deposit per (4) hour block

➤ \$100.00 refundable security deposit per (9 hour block

Pavilion B: (Up to 200 people) – Rental requires a Special Event Permit

Resident/Business

Non-Resident City Ad Valorem Taxpayer

Non-Ad Valorem Taxpayer

\$250 / four (4) hour block

\$300 / four (4) hour block

\$440 / all day (9 hours)

\$550 all day (9 hours)

➤ \$50.00 refundable security deposit per (4) hour block

➤ \$100.00 refundable security deposit per (9 hour block

Partin Triangle Park:

Pavilion A and B: (up to 20 people)

Resident/Business

Non-Resident City Ad Valorem Taxpayer

Non-Ad

Valorem Taxpayer

\$75 / four (4) hour block

\$125 / four (4) hour block

\$150 / all day (9 hours)

\$250 /all day (9 hours)

➤ \$50.00 refundable security deposit per (4) hour block

➤ \$100.00 refundable security deposit per (9 hour block

SECTION IX: ATHLETIC FIELDS

CIVIC CENTER BALL FIELD COMPLEX			
		<u>Resident/Business Ad- Valorem Taxpayer</u>	<u>Non-Resident Non-Ad Valorem Taxpayer</u>
Monday - Friday/day	7:00 a.m. - 3:00 p.m.	\$65.00 hr.	\$85.00 hr.
Monday - Friday/night	3:00 p.m.-10:00 p.m.	\$75.00 hr.	\$95.00 hr.
Saturday & Sunday	7:00 a.m. - 10:00 p.m.	\$85.00 hr.	\$110.00 hr.

Field Prep		\$65.00 per day/field	\$85.00 per day/field
Weather prep		\$25.00 per bag	\$31.00 per bag
STEPHANIE LEIGH ROTHSTEIN MEMORIAL PARK AND HICKORY TREE PARK			
Monday - Friday/day	7:00 a.m. - 3:00 p.m.	\$50.00 hr.	\$65.00 hr.
Monday- Friday/night	3:00 p.m.- 10:00 p.m.	\$60.00 hr.	\$75.00 hr.
Saturday & Sunday	7:00 a.m. - 10:00 p.m.	\$65.00 hr.	\$85.00 hr.
Field Prep		\$65.00 per day/field	\$85.00 per day/field

- a) Price includes one (1) staff member.
- b) Light Fee at a cost of \$30.00/hour/field.
- c) Fields may be reserved based on availability with a 2-hour minimum rental.
- d) All reservations and payment must be received within two (2) business days.

SECTION X: GOVERNMENT ENTITY/UTILITY PROVIDERS:

The City of St. Cloud shall assess a government and utility rate for facility use by official government agencies and public utility providers when facilities are used for public meetings, workshops, public hearings, advisory board, intergovernmental coordination, official training sessions, emergency management briefings, or public information sessions. This rate shall be applied solely to recover costs associated with staffing and cleaning services and shall not include additional rental fees.

SECTION XI – MT. PEACE CEMETERY INSCRIBED BRICK

Each standard sized brick, 4” x 8”, with engraving up to three lines of text, 13 characters per line including spaces \$100.00.

SECTION X11-HOMETOWN HEROS

The Hometown Heroes Recognition and Commemoration Program is designed to honor and recognize the military Veterans of St. Cloud who have passed. The program includes the purchase and display of commemorative signs, which will be displayed during the annual Memorial Day and Wreaths Across America events. Cost: \$25.00 per sign

SECTION X11I -COMMUNITY GARDEN:

Promotes healthy lifestyles through the use of gardening systems; supports recreational opportunities; and initiates economic and educational preservation.

	<u>Resident/Business</u>	<u>Non-Resident City Ad</u>
<u>Valorem Taxpayer</u>	<u>Non-Ad Valorem Taxpayer</u>	
Per square foot	\$2.00	\$5.00
• Rental is valid for 6 months from the date of the agreement.		

SECTION XIV– PAY TO PARK:

Fee is for vehicles with trailers utilizing the Lakefront boat basin, vacant lot located at New York Ave. and Lakeshore, Chisholm Park boat basin, overflow parking at Chisholm Park, and Partin Triangle Park. Annual parking passes run from Jan. 1 to Dec. 31 and are only available for City of St. Cloud and Osceola County residents.

	<u>Resident/Business</u>	<u>Non-Resident City Ad Valorem</u>
<u>Taxpayer</u>	<u>Non-Ad Valorem Taxpayer</u>	
Daily parking pass	\$6.00	\$6.00
Annual parking pass	\$35.00	\$150.00

SECTION XV– COMMERCIAL WATERCRAFT BUSINESS PERMIT:

	<u>Resident/Business</u>	<u>Non-Resident City Ad Valorem</u>
<u>Taxpayer</u>	<u>Non-Ad Valorem Taxpayer</u>	
Annual fee	\$5,000.00	\$7,000.00

SECTION XVI- PROGRAM FEES:

Special Event and program fees are reviewed and adjusted periodically by the Parks and Recreation department based upon anticipated program costs. The special event and program fees are attached in Attachment “A” for reference. The camp program fees are attached in Attachment “B” for reference.

SECTION XVII- CITY EMPLOYEES:

City of St. Cloud employees and their immediate family members living within their household will receive a 50% discount on the ~~City Ad Valorem taxpayer~~Resident/Business rate of all City of St. Cloud programs and aquatic passes, excluding contractual programs, special events, facility rentals, and already discounted programs/passes.

SECTION XVIII – YOUTH BASKETBALL VOLUNTEER DISCOUNT:

Volunteers who actively participate in the City’s Youth Basketball Program are eligible for a fifty percent (50%) discount on the program registration fee for one (1) child residing in the same household as the volunteer. Eligibility shall be contingent upon verification of volunteer status by the Parks and Recreation Department. Proof of residency demonstrating that the child resides in the same household as the volunteer is required at the time of registration. The discount shall be limited to three (3) coaches per team and apply only to the Youth Basketball Program and may not be combined with any other discounts or promotions.

SECTION XXIV- REFUND POLICY:

There is hereby established a refund policy applicable to the City programs/events and facilities identified in the resolution.

Program/Event:

Given at the discretion of the department director or his/her designee. A \$25.00 or 20% administrative charge, whichever is less, will be assessed for each refund requested and approved. Administrative fee will be determined by program or event fee. If the program or event is discontinued or augmented, a refund will be given on a prorated basis.

Indoor Facility Rentals:

- 1) If a cancellation occurs ninety (90) days or more before the reservation date, a 100% refund will be given for rental fees and deposits that have been paid, minus a 20% administrative fee.
- 2) If a cancellation occurs sixty-one (61) through eighty-nine (89) days before the reservation date, a 50% refund will be given for rental fees that have been paid, minus a 20% administrative fee.
- 3) If a cancellation occurs thirty-one (31) through sixty (60) days before the reservation date, a 25% refund will be given for rental fees that have been paid, minus a 20% administrative fee.
- 4) If a cancellation occurs thirty (30) days or less before the reservation date, no refund of the rental fees will be given.

Outdoor Facility Rentals:

A \$25.00 or 20% administrative charge, whichever is greater, will be assessed for each refund requested and approved. All refunds must be received and confirmed in writing at least 24 hours in advance.

ATTACHMENT “A”

Parks and Recreation-Special Events and Program Fees

NOTE: All fees are per participant

Any program, event or activity added will be assessed a fee at a comparable rate based on required resources

Special Event/ Program	<u>Resident/Business City-Ad</u> <u>Valorem-Taxpayer</u>	<u>Non-Resident Non-Ad</u> <u>Valorem-Taxpayer</u>
Adult Exercise Punch Card-TTT, Chair Volleyball, Zumba Gold and Walking Club	\$20.00/25 classes	\$40.00/25 classes
Adult Sports League *	\$65.00/per player	\$90.00/per player
Bingocise	\$1.00 per card	\$2.00 per card
Chair Volleyball	\$1.00/class	\$2.00/class
Father Daughter Dance	\$15.00	\$20.00
Friday Night Basketball	\$5.00	\$7.00
Home School <u>Recreation Program</u> /Education	\$10.00	\$15.00
Home School Education punch pass	\$65.00/10 visits	\$90.00/10 visits
Home School Education punch pass	\$115.00/20 visits	\$145.00/20 visits
Home School <u>Recreation Program</u> Holiday Events	\$15.00	\$20.00
<u>Home School Recreation Program Monthly Pass</u>	<u>\$170.00</u>	<u>\$185.00</u>
Lunch and Learn	\$5.00	\$7.00
Nature Tour	\$10.00/child/tour	\$15.00/child/tour
Open Gym Daily Pass	\$5.50	\$7.75
Open Gym - Pickleball	\$5.50/person	\$7.75/person
Open Gym Punch Pass	\$48.50/10 visits	\$70.00/10 visits
Open Gym Punch Pass	\$118.25/25 visits	\$161.25/25 visits
Parent/Child events	\$10.00/event	\$15.00/event
Toddler classes	\$5.00	\$7.00
Tuning Toning Talking	\$1.00/class	\$2.00/class
Walking Club	\$1.00/class	\$2.00/class
Youth Basketball Clinic	\$45.00/week	\$55.00/week
Youth Basketball League	\$90.00/season	\$115.00 season
Zumba Gold	\$1.00	\$2.00

* Minimum of 12 players per team

Special Event /Program	Prior to Event Date	Day of Event
Adult Egg Hunt	\$15.00	\$20.00
Community Event	\$15.00	\$20.00
Fall Festival	\$15.00	\$20.00
Mother's Day Event	\$15.00	\$20.00
Nerf Battle	\$15.00	\$20.00
Rockin' the Cloud	\$15.00	\$20.00
Senior Social	\$35.00	\$50.00
Spring Fest	\$15.00	\$20.00
Toddler Events	\$10.00	\$15.00

Trail of Terror	\$15.00	\$20.00
<u>Trail of Terror Multi-Pass</u>	<u>\$50.00 / 4 entries or 4 tickets</u>	<u>N/A</u>
Tree Lighting/Winterfest	\$15.00	\$20.00
Woman's Empowerment Circle	\$15.00	\$20.00
Youth Fishing Tournament	\$15.00	\$20.00

ATTACHMENT "B"

Parks and Recreation Civic Center Camp Program Fees

Note:

- All fees are per participant
- To guarantee your child(ren)'s spot, advance payment in full is required for each week(s) desired.
- A late fee of \$1.00 per minute will be assessed for each child not picked up by 6:00 p.m.
- Payment of late fee will be required prior to the child(ren) returning to camp/after school care.

CAMP		
Camp	<u>Resident/Business City Ad</u> <u>Valorem Taxpayer</u>	<u>Non-Resident Non-Ad</u> <u>Valorem Taxpayer</u>
School's Out, Fun's In (Day Camp)	\$40.00/day	\$50.00/day
Spring Break Camp	\$125.00/week	\$160.00/week
Summer Camp	\$125.00/week	\$160.00/week
Specialty Camp	\$150.00/week	\$190.00/week

EXHIBIT “A”
RESOLUTION NUMBER 2026-081R

WHEREAS, the last revision to the parks and recreation user fees was adopted by the City Council of the City of St. Cloud, Florida by Resolution 2026-053R on May 15, 2026; and

BE IT RESOLVED by the City Council of the City of St. Cloud, Florida, that Resolution 2026-081R hereby amends Resolution 2026-053R as follows:

The Resident/Business rate is only available to residents or business owners located within the corporate limits of Osceola County on the date of deposit. The Non-Resident rate applies to residents/businesses that are located outside of the Osceola County limits.

SECTION I - OPEN SWIM FEES: Fees for memberships and daily admissions are as follows:

<u>Daily Admission</u>	Resident/Business	Non-Resident
Entry Fee:	\$5.50/4 years & older	\$7.75/4 years & older
Entry Fee:	Free/3 years and younger	Free/3 years and younger
St. Cloud City Employee	Free	Free
Wibit Water Obstacle Course	\$5.00 per person/unlimited	\$7.00 per person/unlimited

➤ Price shown includes applicable general sales tax and discretionary tax.

SECTION II - ANNUAL POOL MEMBERSHIP: Fees at the Chris Lyle Aquatic Center are as follows:

<u>Annual Pass:</u>	Resident/Business	Non-Resident
3-month pass:		
Individual	\$70.00	\$96.75
Family (4, no guest)	\$139.75	\$193.50
Individual	\$107.50	\$161.25
Senior Citizen (60 and up)	\$53.75	\$80.75
Family of 4 with 1 guest	\$242.00	\$349.50
Additional Family members	\$48.50/person	\$70.00/person

➤ Annual membership includes admission to water fitness classes at a discounted price.

➤ Annual membership is good for a rotating calendar year, regardless of pool schedule.

Price shown includes applicable general sales tax and discretionary tax.

SECTION III - SWIM LESSONS: Fees for swim lessons at the Chris Lyle Aquatic Center are as follows:

<u>Group Lessons per session:</u>	Resident/Business	Non-Resident
	\$95.00/person	\$140.00/person

➤ No makeup for group lessons for student absence.

➤ A credit is applied to their household if two or more days are missed due to unforeseen circumstances.

<u>Private Swim Lessons:</u>	Resident/Business	Non-Resident
3 hour or 6-30 minute	\$210.00/person	\$295.00/person
6 hour or 12-30 minute	\$400.00/person	\$560.00/person

➤ Lessons must be completed within 90 days of purchase.

➤ Failure to show/communicate absence for scheduled lesson(s) will forfeit time.

SECTION IV - AQUATIC CENTER RENTALS: Facility rental fees at the Chris Lyle Aquatic Center are as follows:

PAVILION RENTAL

<u>Time block Sat., Sun & Holidays</u>	<u>Resident/Business</u>	<u>Non-Resident</u>
11-4pm	\$220.00/full pavilion	\$275.00/full pavilion

Time block Weekdays:

4-hour block	\$165.00/ full pavilion	\$210.00 full pavilion
Additional 1-hour	\$45.00	\$65.00

➤ Includes 25 wristbands

➤ Additional wristbands will be charged at the current admission fee.

DECKHOUSE ROOM RENTALS: (Only for meeting space)

Jellyfish (Room capacity10)

<u>Time block (during operating hours)</u>	<u>Resident/Business</u>	<u>Non-Resident</u>
	\$75.00/day	\$95.00/day

➤ \$50.00 refundable security deposit per rental

➤ Tables and chairs are included.

PRIVATE POOL RENTAL: (minus administrative offices)

Available to rent Saturday 5:30-8:30 pm or Sunday 5:30-8:30pm

<u>Resident/Business</u>	<u>Non-Resident</u>
\$450.00	\$565.00
\$45.00/hour/additional lifeguard	\$65.00/hour/additional lifeguard
\$100.00 refundable deposit	\$100.00 refundable deposit

Private Rental Optional Rental Equipment:

<u>Resident/Business</u>	<u>Non-Resident</u>
\$125.00/Wibit Aquatrack*	\$160.00/Wibit Aquatrack*

➤ Private pool rental fee includes access to the pavilion, three (3) lifeguards and one (1) Supervisor.

*If Wibit is added, an additional lifeguard will be required at the rate of \$45 an hour.

SECTION V - SWIM TEAMS/SCHOOL PROGRAMS/WATER POLO: Fees for teams using the Chris Lyle Aquatic Center are as follows: Per person, per season or quarter.

<u>Resident/Business</u>	<u>Non-Resident</u>
\$65.00	\$ 90.00

SECTION VI – OTHER AQUATIC FEES:

Water exercise class: Per class, per person

	<u>Resident/Business</u>	<u>Non-Resident</u>
With Membership	\$1.00	\$2.00
Without Membership	\$1.00 + entry fee	\$2.00 + entry fee

Special Water Exercise Class: Per class, per person

	<u>Resident/Business</u>	<u>Non-Resident</u>
With membership	\$5.00	\$7.00
Without membership	\$5.00 + entry fee	\$7.00 + entry fee

Home School Rays: per session, 3-month enrollment (10 classes)

Resident/Business	Non-Resident
\$65.00 per person	\$90.00 per person

- Enrollment limited to 12 students.
- Sessions: March – May and August - October.
- Punch passes and daily drop-ins are not accepted.

Rent a Lane or Diving Well: 3 hours

	Resident/Business	Non-Resident
	\$120.00 + daily fee per person	\$150.00 + daily fee per person
Additional hour	\$40.00/ hour	\$50.00/hour

SECTION VII - RECREATION INDOOR FACILITY RENTAL: Fees for reserved use of City Parks and Recreation facilities are as follows:

- 1) The City requires staff supervision at a charge of \$30 per hour per staff member. The number of staff required is dependent upon the event and the number of participants.
- 2) No City facility may be rented to private businesses to gain profit with the exception of a party planner, caterer, and event coordinator. If any event deviates from the approved activities on the reservation application, it may result in cancellation of the event and loss of all reservation fees. Anyone not complying with this provision may not be granted use of a City of St. Cloud recreation facility rental in the future.
- 3) Any event that exceeds the maximum occupancy load of a facility will be charged the all-day rental rate and will be subject to a Special Event Permit fee of \$315. Additional staff may be required and determined through the Special Event process at an hourly rate of \$30.
- 4) The refundable security deposit plus one-half of the rental fees will be collected at the reservation agreement signing to reserve a date.
- 5) Reservation and final payment are due 30 days prior to the facility rental date. If full payment is not received 30 days prior, the City of St. Cloud may cancel the reservation with no refunds.
- 6) Indoor facility rentals include one (1) staff member. Additional staff will be required at a ratio of one (1) staff member per seventy-five (75) attendees. The cost of the additional staffing will be applied to the rental fee.

Woman's Club and Community House

<u>Time blocks:</u>	Resident/Business	Non-Resident
8am-12 pm or 1-5 pm or 6-10 pm	\$300.00	\$330.00
10am-11pm	\$900.00	\$1,140.00
Additional hour (if available)	\$75.00	\$95.00
Refundable security deposit	\$200.00	\$200.00

Veteran's Memorial Park Bandshell – Rental requires a Special Event Permit

8am-12 pm or 1-5 pm or 6-10 pm	\$300.00	\$330.00
10am-11pm	\$900.00	\$1,140.00
Additional hour (if available)	\$75.00	\$95.00
Refundable security deposit	\$100.00	\$100.00

Hopkins Park Community Center

8am-12 pm or 1-5 pm or 6-10 pm	\$375.00	\$470.00
10am-11pm	\$1,125.00	\$1,410.00
Additional hour (if available)	\$95.00	\$120.00
Refundable security deposit	\$250.00	\$250.00

Cannery Park

8am-12 pm or 1-5 pm or 6-10 pm	\$360.00	\$440.00
10am-11pm	\$1,080.00	\$1,320.00
Additional hour (if available)	\$90.00	\$110.00
Refundable security deposit	\$250.00	\$250.00

Civic Center, Room 2

8am-12 pm or 1-5 pm or 6-10 pm	\$360.00	\$440.00
10am-11pm	\$1,080.00	\$1,320.00
Additional hour (if available)	\$90.00	\$110.00
Refundable security deposit	\$200.00	\$200.00

Meeting room rate:**Monday – Friday 7:00 am – 5 pm**

2-hours	\$180.00	\$220.00
Refundable security deposit	\$125.00	\$125.00

Peghorn Park (Includes Education Building, Cannery, and Courtyard)

8am-12 pm or 1-5 pm or 6-10 pm	\$370.00	\$445.00
10am-11pm	\$1,015.00	\$1,220.00
Additional hour (if available)	\$100.00	\$120.00
Refundable security deposit	\$200.00	\$200.00

Civic Center Building A: Entire building minus administrative offices.

	Resident/Business	Non-Resident
8am-12 pm or 1-5 pm or 6-10 pm	\$885.00	\$1065.00
10am-11pm	\$2,880.00	\$3,600.00
Additional hour (if available)	\$225.00	\$270.00
Additional staff member/per hour	\$30.00	\$30.00
Refundable security deposit	\$350.00	\$350.00

Gyms – A or B:

Time blocks:	Resident/Business	Non-Resident
8am-12 pm or 1-5 pm or 6-10 pm	\$535.00	\$660.00
10am-11pm	\$1,740.00	\$1970.00
Additional hour (if available)	\$135.00	\$170.00
Additional staff member/per hour	\$30.00	\$30.00
Refundable security deposit	\$250.00	\$250.00

Community Center Magnolia Room

	Resident/Business	Non-Resident
Monday-Thursday & Friday until 3:00 pm	\$95/hour	\$110/hour
Hourly rate after 3:00 pm Friday – Sunday	\$160/hour	\$200/hour
Refundable security deposit	\$500	\$500
• Minimum rental of four (4) hours.		

Weekend Rentals

	Resident/Business	Non-Resident
Friday (3:00pm -12:00am)	\$1,000	\$1,250
Saturday (2:00pm – 12:00am)	\$1,250	\$1,565
Saturday (10:00am-12:00am)	\$1,625	\$2,035
Sunday (2:00pm – 11:00pm)	\$1,125	\$1,410
Sunday (10:00am-11:00pm)	\$1,500	\$1,875
Refundable Security Deposit	\$500	\$500

Cypress Room

	Resident/Business	Non-Resident
Monday-Sunday	\$85/hour	\$110/hour
Refundable Security Deposit	\$500	\$500
• Minimum rental of four (4) hours.		

The Ranch

All day rentals: 8:00 am – 11:00pm

	Resident/Business	Non-Resident
Monday-Thursday	\$3,965	\$4,905
Friday, Saturday & Sunday	\$4,665	\$5,780
Refundable security deposit	\$500	\$500

Hourly Rate:

Monday – Thursday & Friday until 3:00 pm	\$265 / hour	\$365 / hour
Friday after 3:00 p.m. Sunday	\$315 / hour	\$390 / hour

- Minimum rental of four (4) hours.
- Special events at The Ranch are subject to the all-day rental rate.

Marina Banquet Hall

	Resident/Business	Non-Resident
Monday-Thursday & Friday until 3:00 pm	\$95/hour	\$110/hour
Hourly rate after 3:00 pm Friday – Sunday	\$160/hour	\$200/hour
Refundable security deposit	\$500	\$500
• Minimum rental of four (4) hours.		

Weekend Rentals

	Resident/Business	Non-Resident
Friday (3:00pm -12:00am)	\$1,000	\$1,250
Saturday (2:00pm – 12:00am)	\$1,250	\$1,565
Saturday (10:00am-12:00am)	\$1,625	\$2,035
Sunday (2:00pm – 11:00pm)	\$1,125	\$1,410
Sunday (10:00am-11:00pm)	\$1,500	\$1,875
Refundable Security Deposit	\$500	\$500

Dan Tarrell Memorial Point

Resident/Business	Non-Resident
\$50/hour	\$75/hour

- One hour included if utilizing the Dan Tarrell Memorial Point for a ceremony in conjunction with a weekend Marina Banquet Hall rental.
- The City of St. Cloud does not provide set up/clean-up for events at the Dan Tarrell Memorial Point.
- Full fee is due the date the reservation is made.

Performing Arts Pavilion – Rental requires a Special Event Permit

The fees of the Performing Arts Pavilion are hereby as follows:

	Resident/Business	Non-Resident
	\$75/hour	\$95/hour
➤ Refundable security deposit	\$100.00	\$100.00

- Performing Arts Pavilion rentals are not available during City of St. Cloud events or a citywide approved special events held at Lakefront Park.
- The City of St. Cloud does not provide set up/cleanup for events at the Performing Arts Pavilion. Arrangements must be made by the individual renting the Performing Arts Pavilion.
- Full fee is due the date the reservation is made.

SECTION VIII – PAVILION RENTALS:

The Lakefront, Ralph V. Chisholm Park and Partin Triangle Park pavilion rentals require booking two (2) business days prior to the reservation date. Pavilions shall be rented in a minimum of four-hour blocks of time or all day. Blocks of time are from 8:00 am – 12:00 pm or 1:00 pm - 5:00 pm. All day is considered as 8:00 am – 5:00 pm.

The pavilions may not be available for rent if a special event is scheduled. At the direction of the City Manager, any other pavilions existing now or that may be constructed in the future may be added to this list.

Lakefront: Pavilions available for rent are as follows:

- #1 - East Loop Pavilion (located at the corner of Lakeshore Blvd. and Mississippi Ave.)
- #2 – Sleeping Tiger Pavilion (located at the corner of Lakeshore Blvd. and Illinois Ave.)
- #3 – East Lake Toho Pavilion – (located at the corner of Lakeshore Blvd. and Indiana Ave.)
- #4 – Splash and Play Pavilion (located at Lakeshore Blvd. and Ohio Ave.)
- #5 – West Loop Pavilion (located at Lakeshore Blvd. and Louisiana Ave.)

Resident/Business	Non-Resident
\$75/ four (4) hour block	\$125/ four (4) hour block
\$150 all day (9 hours)	\$250/all day (9 hours)
➤ \$50.00 refundable security deposit per (4) hour block	
➤ \$100.00 refundable security deposit per (9 hour block	

Ralph V. Chisholm Park:

Pavilions E, F, G, H, and I: (up to 20 people)

Resident/Business	Non-Resident
\$75 / four (4) hour block	\$125 / four (4) hour block
\$150 / all day (9 hours)	\$250 / all day (9 hours)

- \$50.00 refundable security deposit per (4) hour block
- \$100.00 refundable security deposit per (9 hour block

Pavilions A, C and D: (Up to 60 people)

Resident/Business

\$125 / four (4) hour block

\$250 / all day (9 hours)

Non-Resident

\$150 / four (4) hour block

\$300 / all day (9 hours)

- \$50.00 refundable security deposit per (4) hour block
- \$100.00 refundable security deposit per (9 hour block

Pavilion B: (Up to 200 people) – Rental requires a Special Event Permit

Resident/Business

\$250 / four (4) hour block

\$440 / all day (9 hours)

Non-Resident

\$300 / four (4) hour block

\$550 all day (9 hours)

- \$50.00 refundable security deposit per (4) hour block
- \$100.00 refundable security deposit per (9 hour block

Partin Triangle Park:

Pavilion A and B: (up to 20 people)

Resident/Business

\$75 / four (4) hour block

\$150 / all day (9 hours)

Non-Resident

\$125 / four (4) hour block

\$250 /all day (9 hours)

- \$50.00 refundable security deposit per (4) hour block
- \$100.00 refundable security deposit per (9 hour block

SECTION IX: ATHLETIC FIELDS

CIVIC CENTER BALL FIELD COMPLEX			
		Resident/Business	Non-Resident
Monday - Friday/day	7:00 a.m. - 3:00 p.m.	\$65.00 hr.	\$85.00 hr.
Monday - Friday/night	3:00 p.m.-10:00 p.m.	\$75.00 hr.	\$95.00 hr.
Saturday & Sunday	7:00 a.m. - 10:00 p.m.	\$85.00 hr.	\$110.00 hr.
Field Prep		\$65.00 per day/field	\$85.00 per day/field
Weather prep		\$25.00 per bag	\$31.00 per bag
STEPHANIE LEIGH ROTHSTEIN MEMORIAL PARK AND HICKORY TREE PARK			
Monday - Friday/day	7:00 a.m. - 3:00 p.m.	\$50.00 hr.	\$65.00 hr.
Monday- Friday/night	3:00 p.m.- 10:00 p.m.	\$60.00 hr.	\$75.00 hr.
Saturday & Sunday	7:00 a.m. - 10:00 p.m.	\$65.00 hr.	\$85.00 hr.
Field Prep		\$65.00 per day/field	\$85.00 per day/field

- Price includes one (1) staff member.
- Light Fee at a cost of \$30.00/hour/field.
- Fields may be reserved based on availability with a 2-hour minimum rental.
- All reservations and payment must be received within two (2) business days.

SECTION X: GOVERNMENT ENTITY/UTILITY PROVIDERS:

The City of St. Cloud shall assess a government and utility rate for facility use by official government agencies and public utility providers when facilities are used for public meetings, workshops, public hearings, advisory

board, intergovernmental coordination, official training sessions, emergency management briefings, or public information sessions. This rate shall be applied solely to recover costs associated with staffing and cleaning services and shall not include additional rental fees.

SECTION XI – MT. PEACE CEMETERY INSCRIBED BRICK

Each standard sized brick, 4" x 8", with engraving up to three lines of text, 13 characters per line including spaces \$100.00.

SECTION X11-HOMETOWN HEROS

The Hometown Heroes Recognition and Commemoration Program is designed to honor and recognize the military Veterans of St. Cloud who have passed. The program includes the purchase and display of commemorative signs, which will be displayed during the annual Memorial Day and Wreaths Across America events. Cost: \$25.00 per sign

SECTION X11I -COMMUNITY GARDEN:

Promotes healthy lifestyles through the use of gardening systems; supports recreational opportunities; and initiates economic and educational preservation.

	Resident/Business	Non-Resident
Per square foot	\$2.00	\$5.00
• Rental is valid for 6 months from the date of the agreement.		

SECTION XIV– PAY TO PARK:

Fee is for vehicles with trailers utilizing the Lakefront boat basin, vacant lot located at New York Ave. and Lakeshore, Chisholm Park boat basin, overflow parking at Chisholm Park, and Partin Triangle Park. Annual parking passes run from Jan. 1 to Dec. 31 and are only available for City of St. Cloud and Osceola County residents.

	Resident/Business	Non-Resident
Daily parking pass	\$6.00	\$6.00
Annual parking pass	\$35.00	\$150.00

SECTION XV– COMMERCIAL WATERCRAFT BUSINESS PERMIT:

	Resident/Business	Non-Resident
Annual fee	\$5,000.00	\$7,000.00

SECTION XVI- PROGRAM FEES:

Special Event and program fees are reviewed and adjusted periodically by the Parks and Recreation department based upon anticipated program costs. The special event and program fees are attached in Attachment “A” for reference. The camp program fees are attached in Attachment “B” for reference.

SECTION XVII- CITY EMPLOYEES:

City of St. Cloud employees and their immediate family members living within their household will receive a 50% discount on the Resident/Business rate of all City of St. Cloud programs and aquatic passes, excluding contractual programs, special events, facility rentals, and already discounted programs/passes.

SECTION XVIII – YOUTH BASKETBALL VOLUNTEER DISCOUNT:

Volunteers who actively participate in the City’s Youth Basketball Program are eligible for a fifty percent (50%) discount on the program registration fee for one (1) child residing in the same household as the volunteer. Eligibility shall be contingent upon verification of volunteer status by the Parks and Recreation Department. Proof of residency demonstrating that the child resides in the same household as the volunteer is required at the time of registration. The discount shall be limited to three (3) coaches per team and apply only to the Youth Basketball Program and may not be combined with any other discounts or promotions.

SECTION XVIV- REFUND POLICY:

There is hereby established a refund policy applicable to the City programs/events and facilities identified in the resolution.

Program/Event:

Given at the discretion of the department director or his/her designee. A \$25.00 or 20% administrative charge, whichever is less, will be assessed for each refund requested and approved. Administrative fee will be determined by program or event fee. If the program or event is discontinued or augmented, a refund will be given on a prorated basis.

Indoor Facility Rentals:

- 1) If a cancellation occurs ninety (90) days or more before the reservation date, a 100% refund will be given for rental fees and deposits that have been paid, minus a 20% administrative fee.
- 2) If a cancellation occurs sixty-one (61) through eighty-nine (89) days before the reservation date, a 50% refund will be given for rental fees that have been paid, minus a 20% administrative fee.
- 3) If a cancellation occurs thirty-one (31) through sixty (60) days before the reservation date, a 25% refund will be given for rental fees that have been paid, minus a 20% administrative fee.
- 4) If a cancellation occurs thirty (30) days or less before the reservation date, no refund of the rental fees will be given.

Outdoor Facility Rentals:

A \$25.00 or 20% administrative charge, whichever is greater, will be assessed for each refund requested and approved. All refunds must be received and confirmed in writing at least 24 hours in advance.

ATTACHMENT “A”

Parks and Recreation-Special Events and Program Fees

NOTE: All fees are per participant

Any program, event or activity added will be assessed a fee at a comparable rate based on required resources

Special Event/ Program	Resident/Business	Non-Resident
Adult Exercise Punch Card-TTT, Chair Volleyball, Zumba Gold and Walking Club	\$20.00/25 classes	\$40.00/25 classes
Adult Sports League *	\$65.00/per player	\$90.00/per player
Bingocise	\$1.00 per card	\$2.00 per card
Chair Volleyball	\$1.00/class	\$2.00/class
Father Daughter Dance	\$15.00	\$20.00
Friday Night Basketball	\$5.00	\$7.00
Home School Recreation Program/Education	\$10.00	\$15.00
Home School Recreation Program Holiday Events	\$15.00	\$20.00
Home School Recreation Program Monthly Pass	\$170.00	\$185.00
Lunch and Learn	\$5.00	\$7.00
Nature Tour	\$10.00/child/tour	\$15.00/child/tour
Open Gym Daily Pass	\$5.50	\$7.75
Open Gym - Pickleball	\$5.50/person	\$7.75/person
Open Gym Punch Pass	\$48.50/10 visits	\$70.00/10 visits
Open Gym Punch Pass	\$118.25/25 visits	\$161.25/25 visits
Parent/Child events	\$10.00/event	\$15.00/event
Toddler classes	\$5.00	\$7.00
Tuning Toning Talking	\$1.00/class	\$2.00/class
Walking Club	\$1.00/class	\$2.00/class
Youth Basketball Clinic	\$45.00/week	\$55.00/week
Youth Basketball League	\$90.00/season	\$115.00 season
Zumba Gold	\$1.00	\$2.00

* Minimum of 12 players per team

Special Event /Program	Prior to Event Date	Day of Event
Adult Egg Hunt	\$15.00	\$20.00
Community Event	\$15.00	\$20.00
Fall Festival	\$15.00	\$20.00
Mother's Day Event	\$15.00	\$20.00
Nerf Battle	\$15.00	\$20.00
Rockin' the Cloud	\$15.00	\$20.00
Senior Social	\$35.00	\$50.00
Spring Fest	\$15.00	\$20.00
Toddler Events	\$10.00	\$15.00
Trail of Terror	\$15.00	\$20.00
Trail of Terror Multi-Pass	\$50.00 / 4 entries or 4 tickets	N/A
Tree Lighting/Winterfest	\$15.00	\$20.00

Woman's Empowerment Circle	\$15.00	\$20.00
Youth Fishing Tournament	\$15.00	\$20.00

ATTACHMENT "B"

Parks and Recreation Civic Center Camp Program Fees

Note:

- All fees are per participant
- To guarantee your child(ren)'s spot, advance payment in full is required for each week(s) desired.
- A late fee of \$1.00 per minute will be assessed for each child not picked up by 6:00 p.m.
- Payment of late fee will be required prior to the child(ren) returning to camp/after school care.

CAMP		
Camp	Resident/Business	Non-Resident
School's Out, Fun's In (Day Camp)	\$40.00/day	\$50.00/day
Spring Break Camp	\$125.00/week	\$160.00/week
Summer Camp	\$125.00/week	\$160.00/week
Specialty Camp	\$150.00/week	\$190.00/week



Meeting: July 16, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-087R Hopkins
Community Center

Procurement Agenda Item:

Resolution No. 2026-087R, a resolution of the City Council of the City of St. Cloud, Florida, determining the lowest responsive, responsible bidder whose bid is reasonable and otherwise in the best interest of the City of St. Cloud, and the award thereof in regards to Invitation to Bid (ITB) No. 2026-026, to Mulligan Constructors, Inc., whose subject matter is Hopkins Park Community Center, establishing a contingency, authorizing the City Manager to approve change orders without increasing the approved project budget, and providing an effective date.

COST: up to project cost \$13,743,800.00 (Contract Cost: \$10,320,777.00). The City acquired debt to fund this entire project.

This item is to award a contract with Mulligan Constructors, Inc. for the Hopkins Park community center.

Strategic Key Focus Areas:

Effective Community Safety

Background Information:

ITB No. 2026-026 Hopkins Park Community Center was advertised in the Orlando Sentinel, VendorLink, Florida Department of Management Services, and on OpenGov beginning on March 8, 2026, with a due date of June 18, 2026. OpenGov shows that 13,482 vendors were notified and there were 303 planholders for this ITB. The deadline for questions was 5:00 pm on June 2nd.

Nine (9) submittals were received from the following companies:

1. Ahrens Enterprises, Inc. D.B.A. Ahrens Companies
2. AVP Construction Company, Inc.
3. Bades Construction Company, Inc.
4. Imperial Construction & Electric, Inc.
5. Mulligan Constructors, Inc.
6. Park & Eleazer Construction, LLC
7. Saboungi Construction, Inc.
8. SEMCO Construction, Inc.
9. The Diaz/Fritz Group, Inc.

The submittal by Mulligan Constructors, Inc. was reviewed by the engineer of record, Osceola Engineering, Inc., architect of record, Recommendation of award of the project was made for Mulligan Constructors, Inc.

Mulligan Constructors, Inc. was found to be the lowest responsive, responsible bidder in the best interest of the City.

Legal Authority:

St. Cloud Procurement Policy Article III, Sec. 5.

Budget and Recommendation:

Budgeted: \$13,743,800.00 / Contract Cost: \$10,320,777.00

Capital Projects Fund

PR2402 Hopkins Park

300-9595-572.34-00

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:

07/16/2026 - Final Action

Attachments:

1. Resolution No. 2026-087R

RESOLUTION NO. 2026-087R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, DETERMINING THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER WHOSE BID IS REASONABLE AND OTHERWISE IN THE BEST INTEREST OF THE CITY OF ST. CLOUD, AND THE AWARD THEREOF IN REGARDS TO INVITATION TO BID (ITB) NO. 2026-026, TO MULLIGAN CONSTRUCTORS, INC., WHOSE SUBJECT MATTER IS HOPKINS PARK COMMUNITY CENTER, ESTABLISHING A CONTINGENCY, AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHOUT INCREASING THE APPROVED PROJECT BUDGET, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, requested bids were received in response to ITB No. 2026-026 Hopkins Park Community Center, 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 bid of Mulligan Constructors, Inc. was determined to be in the best interest of the City of St. Cloud, and

WHEREAS, in order to keep this project on schedule, the City Manager needs the authority to execute the construction agreement, required performance and payment bonds, construction change orders, amendments and other related construction contract documents as needed to expedite construction of the project up to the approved project budget.

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

SECTION I. The bid of Mulligan Constructors, Inc. for, made in response to said ITB No. 2026-026 is found to be the lowest, responsive, responsible, and/or otherwise, its 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 a formal written agreement in the furtherance of obtaining the materials and/or services as more particularly set forth in Exhibit "A" – Agreement between the City of St. Cloud, Florida and Mulligan Constructors, Inc., attached hereto and incorporated herein by reference.

SECTION III. The City Manager or designee is hereby authorized to approve purchases and/or change orders within the total contract cost.

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

SECTION V. The City Council of the City of St. Cloud does further approve and authorize the City Manager to execute the required performance and payment bonds associated with this project.

SECTION VI. The Mayor and/or City Manager are 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.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida this 16th day of July 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



Meeting: July 16, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-089R Body Armor and
Ballistic Resistant Products (2025-2030) Master
Agreement

Procurement Agenda Item:

Resolution No. 2026-089R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the utilization of State of Florida Contract No. 46151500-NASPO-25-ACS, whose subject matter is Body Armor and Ballistic Resistant Products, providing for the award thereof to Angel Armor, LLC, Central Lake Armor Express, Inc. DBA Armor Express, GH Armor Systems Inc., Point Blank Enterprises, Inc., Safariland, LLC, Slate Solutions, LLC, Survival Armor, Inc., U.S. Armor Corporation, United Shield International LLC, and their respective authorized resellers, and providing an effective date.

COST: Undetermined at this time as services are provided on an “as-needed” basis. The contract will be utilized by the Police Department for the purchase of body armor and ballistic resistant products 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 body armor and ballistic resistant products from awarded vendors and all respective authorized Resellers.

Strategic Key Focus Areas:

Effective Community Safety

Background Information:

This resolution will allow for the purchase of body armor and ballistic resistant products from the awarded vendors and their respective authorized resellers.

Legal Authority:

City of St. Cloud Procurement Policy Article VIII, Sec. 1.

Budget and Recommendation:

Undetermined at this time as services are provided on an “as-needed” basis. The contract will be utilized by the Police Department for the purchase of body armor and ballistic resistant products on an as-needed basis, from the Police Impact Fund and General Fund 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:

07/16/2026 - Final Action

Attachments:

1. Resolution No. 2026-089R

RESOLUTION NO. 2026-089R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AUTHORIZING THE UTILIZATION OF STATE OF FLORIDA CONTRACT NO. 46151500-NASPO-25-ACS, WHOSE SUBJECT MATTER IS BODY ARMOR AND BALLISTIC RESISTANT PRODUCTS, PROVIDING FOR THE AWARD THEREOF TO ANGEL ARMOR, LLC, CENTRAL LAKE ARMOR EXPRESS, INC. DBA ARMOR EXPRESS, GH ARMOR SYSTEMS INC., POINT BLANK ENTERPRISES, INC., SAFARILAND, LLC, SLATE SOLUTIONS, LLC, SURVIVAL ARMOR, INC., U.S. ARMOR CORPORATION, UNITED SHIELD INTERNATIONAL LLC, AND THEIR RESPECTIVE AUTHORIZED RESELLERS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Cloud is in need of body armor and ballistic resistant products, and

WHEREAS State of Florida Contract No. 46151500-NASPO-25-ACS to Angel Armor, LLC, Central Lake Armor Express, Inc. DBA Armor Express, GH Armor Systems Inc., Point Blank Enterprises, Inc., Safariland, LLC, Slate Solutions, LLC, Survival Armor, Inc., U.S. Armor Corporation, United Shield International LLC, and their respective authorized resellers, and

WHEREAS, the City of St. Cloud wishes to extend the benefit of the State of Florida awarded Contract No. 46151500-NASPO-25-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 award to Angel Armor, LLC, Central Lake Armor Express, Inc. DBA Armor Express, GH Armor Systems Inc., Point Blank Enterprises, Inc., Safariland, LLC, Slate Solutions, LLC, Survival Armor, Inc., U.S. Armor Corporation, United Shield International LLC, and their respective authorized resellers for the purchase of Body Armor and Ballistic Resistant Products 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 16th day of July 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



Meeting: July 16, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-090R – Puffin Road
Right-of-Way Dedication Deed

Community Development Agenda Item:

Resolution No. 2026-090R, a resolution of the City Council of the City of St. Cloud, Florida, approving the dedication of certain real property as public road right-of-way for Puffin Road; authorizing the Mayor to execute a right-of-way dedication deed and providing for an effective date.

COST: No cost associated with this item.

This item is to authorize the Mayor to execute a right-of-way dedication deed approving the dedication of certain real property as public road right-of-way for Puffin Road. This property is currently inside City limits and owned by the City.

Strategic Key Focus Areas:

Reliable Transportation Network

Background Information:

The City of St. Cloud is the fee simple owner of approximately 2.63 acres located south of Lillian Lee Road and east of Puffin Road. On November 13, 2025, the City Council approved the City's maintenance responsibility for Puffin Road from US 192 to Lillian Lee Road (Resolution 2025-169R). This property was purchased with mobility fees for Lillian Lee Road and Puffin Road right of way needs. To accommodate planned roadway improvements and bring Puffin Road up to City standards for a local street, approximately 0.18 acres of the City's property is needed for right-of-way dedication.

Legal Authority:

Per Land Development Code Section 6.2.1.G – Rights-of-way requirements shall be based upon a twenty-year planning period according to the most current MetroPlan Plan or any official City transportation plan as may be adopted. All rights-of-way shall be transferred to the City by means of a recorded deed, or by dedication to and official acceptance by the City Council.

Budget and Recommendation:

There is no cost associated with this item.

Staff recommends **APPROVAL** of the Puffin Road Right-of-Way Dedication Deed.

Finance Director's Comments:

N/A

Procurement Director's Comments:

N/A

City Manager's Comments:

City Manager recommends approval

City Council Action:

7/16/26 - Final Action

Attachments:

1. Resolution 2026-090R - Staff Memo CC 071626
2. Resolution 2026-090R - CC 071626
3. Resolution 2026-090R - Exhibit A Right-of-Way Dedication Deed - CC 071626



**MEMORANDUM REPORT
FOR CITY COUNCIL MEETING - ON JULY 16, 2026**

To: Mayor Robertson and City Council Members
From: Tammy Reque, AICP, Mobility & Special Projects Manager
Thru: Jeffrey Ball, AICP, Community Development Director
Subject: Resolution No. 2026-090R
Date: July 16, 2026

REQUEST:

This item is to authorize the Mayor to execute a right-of-way dedication deed approving the dedication of certain real property as public road right-of-way for Puffin Road. This property is currently inside City limits and owned by the City.

BACKGROUND:

The City of St. Cloud is the fee simple owner of approximately 2.63 acres located south of Lillian Lee Road and east of Puffin Road.

On November 13, 2025, the City Council approved the City's maintenance responsibility for Puffin Road from US 192 to Lillian Lee Road (Resolution 2025-169R). To accommodate planned roadway improvements and bring Puffin Road up to City standards for a local street, approximately 0.18 acres of the City's property is needed for right-of-way dedication.

COST: There is no cost associated with this item.

STRATEGIC PLAN:

The proposed amendment to the Comprehensive Plan meets the intent of the following City of St. Cloud Strategic Goals:

Reliable Transportation Network: Ease traffic congestion, reduce commute times, and improve safety.

STAFF RECOMMENDATION:

Staff recommends **APPROVAL** of the Puffin Road Right-of-Way Dedication Deed.

Attachments:

- Resolution No. 2026-090R
- Exhibit A: Right-of-Way Dedication Deed

RESOLUTION NUMBER 2026-090R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, APPROVING THE DEDICATION OF CERTAIN REAL PROPERTY AS PUBLIC ROAD RIGHT-OF-WAY FOR PUFFIN ROAD; AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY DEDICATION DEED AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of St. Cloud is the fee simple owner of certain real property adjacent to Puffin Road and located within St. Cloud, Osceola County, Florida; and

WHEREAS, as part of the anticipated improvement of Puffin Road, a portion of the City's property is required for use a right-of-way; and

WHEREAS, in accordance therewith, the City of St. Cloud determines it is the best interest of the City to dedicate a portion of its property to be used and maintained for the perpetual use a public right-of-way.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. CLOUD THAT:

SECTION I. The City Council does hereby approve the dedication of the property as more particularly described in Exhibit "A" attached hereto and incorporated herein for use as road right-of-way.

SECTION II. The Mayor is authorized and directed to execute the Right-of-Way Dedication Deed attached hereto as Exhibit 'A'.

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

PASSED AND ADOPTED by the City Council of the City of St. Cloud on the 16th day of July 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

EXHIBIT A

Prepared by: Daniel F. Mantzaris, Esq.

Return to: Ivy Llauro, City Clerk
1300 Ninth St
St. Cloud, FL 34769

RIGHT-OF-WAY DEDICATION DEED

THIS RIGHT-OF-WAY DEDICATION DEED is made and entered into this 16th day of July, 2026, by the CITY OF ST. CLOUD, whose address is 1300 Ninth Street, St. Cloud, FL 34769, hereinafter referred to as GRANTOR:

WITNESSETH:

GRANTOR does hereby dedicate all GRANTOR'S rights, entitlements and interest in the real property described below for use as public right-of-way and public utility purposes, the property being situated in the County of Osceola, State of Florida, to-wit:

A PROPOSED RIGHT OF WAY LYING IN THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 26 SOUTH, RANGE 31 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT RW-2, CANOPY WALK—PHASE ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGES 157–158 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 89°23'51" WEST, A DISTANCE OF 21.25 FEET TO THE NORTHWEST CORNER OF SAID TRACT RW-2, SAID POINT BEING ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE RUN NORTH 00°00'33" EAST ALONG SAID WEST LINE, A DISTANCE OF 364.21 FEET TO THE SOUTH RIGHT OF WAY LINE OF LILLIAN LEE ROAD, AS DESCRIBED IN MAP BOOK 1, PAGES 202–207 AND OFFICIAL RECORD BOOK 765, PAGES 2854–2855, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°15'48" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 21.32 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, RUN SOUTH 00°01'12" WEST, A DISTANCE OF 364.70 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.18 ACRES, MORE OR LESS.

Parent Parcel ID: 05-26-31-2610-0001-0045

TO HAVE AND TO HOLD said property unto said GRANTEE, its successors and/or assigns forever.

GRANTOR does hereby covenant with the GRANTEE, that it is lawfully seized of the premises.

{Signatures and Notary Acknowledgement Continued on Next Page}

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal, the day and year first above written.

Signed, sealed and delivered
in the presence of witnesses:

Printed Name

Address

Christian B. Robertson, Mayor
As approved by Re.: 2026-090R of the
City Council of the City of St. Cloud

Printed Name

Address

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of July 2026 by Christan Robertson, Mayor of the City of St. Cloud. He/she is personally known to me or has produced (type of identification) as identification.

SEAL

Notary Public, State of Florida

Printed Name of Notary Public

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BEGINNING AT THE NORTHEAST CORNER OF TRACT RW-2, CANOPY WALK—PHASE ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGES 157-158 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 89°23'51" WEST, A DISTANCE OF 21.25 FEET TO THE NORTHWEST CORNER OF SAID TRACT RW-2, SAID POINT BEING ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE RUN NORTH 00°00'33" EAST ALONG SAID WEST LINE, A DISTANCE OF 364.21 FEET TO THE SOUTH RIGHT OF WAY LINE OF LILLIAN LEE ROAD, AS DESCRIBED IN MAP BOOK 1, PAGES 202-207 AND OFFICIAL RECORD BOOK 765, PAGES 2854-2855, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°15'48" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 21.32 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, RUN SOUTH 00°01'12" WEST, A DISTANCE OF 364.70 FEET TO THE POINT OF BEGINNING.

LEGEND:

- = BOUNDARY CORNER
- E = EAST
- N = NORTH
- NE = NORTHEAST
- NW = NORTHWEST
- O.R. = OFFICIAL RECORD
- P.B. = PLAT BOOK
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- PI = POINT OF INTERSECTION
- POT = POINT OF TERMINUS
- R/W = RIGHT OF WAY
- RGE = RANGE
- SEC = SECTION
- S = SOUTH
- SE = SOUTHEAST
- SW = SOUTHWEST
- TWP = TOWNSHIP
- W = WEST



John M. Hughes, PSM #63 67 Date Signed

PORTION OF LOT 60
SEMINOLE LAND AND INVESTMENT
COMPANY'S (INCORPORATED)
SUBDIVISION OF SEC. 5-26-31
PLAT BOOK B, PAGE 22

LILLIAN LEE ROAD

PUBLIC RIGHT OF WAY VARIES PER OSCEOLA COUNTY ROAD MAP
BOOK 1, PAGES 202-207 AND O.R.B. 785, PAGES 2854-2855

PORTION OF LOT 60
SEMINOLE LAND AND INVESTMENT COMPANY'S
(INCORPORATED) SUBDIVISION OF SEC. 5-26-31
PLAT BOOK B, PAGE 22

35.0' VACATED RIGHT OF WAY
PER O.R.B. 2367, PAGE 242

THE NORTH 17.5' OF LOT 69 (NOT INCLUDED)

WEST LINE OF THE S.E. 1/4
SEC 05-26-31

PARCEL 2
LOT 69 LESS
THE NORTH 17.5'

PARCEL 1
LOT 76

PORTION OF LOT 61
SEMINOLE LAND AND INVESTMENT COMPANY'S
(INCORPORATED) SUBDIVISION OF SEC. 5-26-31
PLAT BOOK B, PAGE 22

SOUTH LINE OF THE NE 1/4 OF SEC. 05-26-31
NORTH LINE OF THE SE 1/4 OF SEC. 05-26-31

SOUTH RIGHT OF WAY LINE
OF LILLIAN LEE ROAD

LOT 4
BLACKWELL'S SUBDIVISION
PLAT BOOK 1, PAGE 70

P.O.B.
NE CORNER OF TRACT RW-2
CANOPY WALK-PHASE ONE
P.B. 25, PAGES 157-158

TRACT RW-2

TRACT P

LOT 57

LOT 56

LOT 55

LOT 54

CANOPY WALK-PHASE 2
PLAT BOOK 27, PAGES 42-43

LINE TABLE		
LINE #	LENGTH	BEARING
L1	21.25'	N89°23'51"W
L2	364.21'	N00°00'33"E
L3	21.32'	N89°15'48"E
L4	364.70'	S00°01'12"W

THIS IS NOT A SURVEY

THIS IS NOT A SURVEY

DESIGN	FB#	SEC	5	B-28-28 JH	REVISED PER COMMENTS
DRAWN DT	PAGE	TWP	38 S		
CK'D JH	SCALE 1" = 100'	RGE	31 E		
CAD# SEE STAMP	DATE			DATE BY	REVISIONS



8 BROADWAY, SUITE 104, KISSIMMEE, FL 34741-5708
PHONE (407) 847-9433 FAX (407) 847-2499
ENGINEERING, SURVEYING AND PLANNING
Hanson, Walter & Associates, Inc.

PREPARED FOR:

LENNAR HOMES
HARVEST GROVE TOWNHOMES

SKETCH OF LEGAL DESCRIPTION

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

SHEET NO.
1 of 1
JOB# 5557-01



Meeting: July 16, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-091R Repair Service and
Parts for Mack Trucks

Procurement Agenda Item:

Resolution No. 2026-091R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing and directing the City Manager to enter into a Negotiated Procurement Agreement with Nextran Corporation, for Repair Services and Parts for Mack Trucks, 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 City's Fleet Division for the purchase of vehicle repair services for Mack trucks, on an as-needed basis, from various approved and budgeted projects and expenditure accounts throughout the fiscal year.

This item is to establish a one-year negotiated procurement agreement for repair services for Mack trucks with Nextran Corporation, the authorized Mack dealer and sole source provider for repair services and parts in the Central Florida area.

Strategic Key Focus Areas:

High-Performing Government

Background Information:

Per Kevin Felblinger, Public Works Director, the City of St. Cloud's current fleet includes Mack trucks. Nextran Corporation is the official authorized Mack truck dealer in the state of Florida.

As such, Nextran is the preeminent provider of maintenance and repair services for Mack trucks provided by Mack factory-trained technicians utilizing Mack special tools and genuine Mack replacement parts. The City of St Cloud Fleet Services utilizes Nextran whenever there is a high demand for Mack truck repairs or when repair requirements exceed the scope of Fleet Services' expertise.

Legal Authority:

St. Cloud Procurement Policy Article III, Sec. 11.

Budget and Recommendation:

Undetermined at this time as services are provided on an as-needed basis. This contract will be utilized by the City's Fleet Division for the purchase of vehicle repair services for Mack trucks, 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:

07/16/2026 - Final Action

Attachments:

1. Resolution No. 2026-091R

RESOLUTION NO. 2026-091R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A NEGOTIATED PROCUREMENT AGREEMENT WITH NEXTRAN CORPORATION, FOR REPAIR SERVICES AND PARTS FOR MACK TRUCKS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Cloud wishes to purchase repair services and parts for Mack trucks from Nextran Corporation, and

WHEREAS, the City of St. Cloud's Procurement Policy Article III, Section 11, provides for negotiated procurement.

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

SECTION I. The purchase of repair services and parts for Mack trucks from Nextran Corporation is found to be in the best interest of the City.

SECTION II. The City Manager is authorized and is directed, where appropriate, to execute a formal written agreement in the furtherance of obtaining the materials and/or services as approved by the City Attorney between the City of St. Cloud, Florida and Nextran Corporation.

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. The City Manager is authorized and is directed, where appropriate, to issue a purchase order or "confirmation letter" to Nextran Corporation 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 16th day of July 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



Meeting: July 16, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-093R Watershed Master Plan

Procurement Agenda Item:

Resolution No. 2026-093R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing and directing the City Manager to negotiate an agreement with Halff Associates, Inc., to provide services per Request for Qualifications (RFQ) 2026-039 St. Cloud Joint Planning Area Watershed Master Plan, and providing an effective date.

COST: Undetermined at this time as an agreement will be negotiated with Halff Associates, Inc. for the St. Cloud joint planning area watershed master plan.

This item is to authorize the City Manager to negotiate and enter into an agreement with Halff Associates, Inc., per RFQ No. 2026-039 St. Cloud Joint Planning Area Watershed Master Plan.

Strategic Key Focus Areas:

Diverse Innovative and Magnetic Economic Development

Background Information:

Per Robert Deatherage, the City of St. Cloud solicited proposals for professional consulting services to develop a comprehensive Watershed Master Plan (WMP) for the City's Joint Planning Area. The WMP will evaluate existing watershed conditions, identify pollution sources, and develop strategies to improve water quality, enhance flood protection, and preserve natural resources while incorporating the City's ongoing resiliency planning efforts. The primary objective of the plan is to provide a decision-making tool that will assist the City in mitigating increased flood risks associated with future growth, including new development and redevelopment under full build-out conditions. Awarding the contract to Halff Associates, Inc. will allow the City to begin development of this important planning document, which will guide future stormwater management, infrastructure investments, and sustainable development while strengthening the City's long-term flood resilience.

RFQ No. 2026-039 St. Cloud Joint Planning Area Watershed Master Plan was advertised in the Orlando Sentinel, VendorLink, Florida Department of Management Services, and on OpenGov beginning May 3, 2026, with a due date of June 4, 2026. OpenGov shows that there were 10,103 notifications to matching vendors and 69 plan holders for this RFQ.

Five (5) submittals were received for the following companies (in alphabetical order):

1. ECS Limited
2. Halff Associates, Inc.
3. J.R. Evans Engineering, P.A.
4. South Florida Engineering and Consulting, LLC
5. Tetra Tech

A three-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 Halff Associates, Inc.

Legal Authority:

St. Cloud Procurement Policy Article III, Sec. 6.

Budget and Recommendation:

Undetermined at this time as an agreement will be negotiated with Halff Associates, Inc. for the St. Cloud joint planning area watershed master plan. This will be funded through the building fund.

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:

07/16/2026 - Final Action

Attachments:

1. Resolution No. 2026-093R

RESOLUTION NO. 2026-093R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO NEGOTIATE AN AGREEMENT WITH HALFF ASSOCIATES, INC., TO PROVIDE SERVICES PER REQUEST FOR QUALIFICATIONS (RFQ) 2026-039 ST. CLOUD JOINT PLANNING AREA WATERSHED MASTER PLAN, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Cloud is in need of a joint planning area water shed master plan, and

WHEREAS, the City of St. Cloud advertised RFQ No. 2025-039 St. Cloud Joint Planning Area Watershed Master Plan, 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 Halff Associates, Inc.

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

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida, this 16th day of July 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: July 16, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-094R Kings Crest Special Assessment

City Manager Agenda Item:

Resolution No. 2026-094R, a resolution of the City Council of the City of St. Cloud related to Kings Crest establishing a special assessment area pursuant to Chapter 37 of the St. Cloud City Code for properties to be specially benefited by specified essential maintenance and streetlighting services; describing the proposed assessment area; estimating the cost of the services to be provided; describing the proposed method of apportioning the cost of the services and other related costs against the real property specifically benefited thereby; providing for certain other authorizations adopting legislative findings; setting a public hearing for consideration of a resolution of the City Council approving the final assessment roll; providing for notice to the owners of the benefited properties; providing that the City Council on the date set shall meet as an equalizing board as provided by law; providing for notice to benefited property owners and publication of the public hearing date; providing for severability; and providing an effective date.

COST: The City agrees to assess \$32,712.41 to the properties within the Kings Crest subdivision for providing streetlight, irrigation, and landscaping services. This includes administrative support costs as well.

This item is to authorize the creation of a special assessment area for the Kings Crest subdivision. These properties are currently inside City limits.

Strategic Key Focus Areas:

High-Performing Government

Background Information:

Per Council direction, the City prepared this special assessment for the Kings Crest subdivision which includes 116 properties. The assessment is for ongoing streetlights, irrigation, and landscaping services. This includes administrative support needed for the special assessment area. The City is working to set up an agreement with a contractor to support the special assessment.

Legal Authority:

City of St. Cloud Code of Ordinances, Part II City Codes, Chapter 37 Special Assessments, Section 37-6

Budget and Recommendation:

COST: The City agrees to assess \$32,712.41 to the properties within the Kings Crest subdivision for providing streetlight, irrigation, and landscaping services. This includes administrative support costs as well.

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:

7/16/26 - Final Action

Attachments:

1. Resolution No. Special Assessment Kings Crest
2. Kings Crest Preliminary Assessment Roll

RESOLUTION 2026-094R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD RELATED TO KINGS CREST ESTABLISHING A SPECIAL ASSESSMENT AREA PURSUANT TO CHAPTER 37 OF THE ST. CLOUD CITY CODE FOR PROPERTIES TO BE SPECIALLY BENEFITTED BY SPECIFIED ESSENTIAL MAINTENANCE AND STREETLIGHTING SERVICES; DESCRIBING THE PROPOSED ASSESSMENT AREA; ESTIMATING THE COST OF THE SERVICES TO BE PROVIDED; DESCRIBING THE PROPOSED METHOD OF APPORTIONING THE COST OF THE SERVICES AND OTHER RELATED COSTS AGAINST THE REAL PROPERTY SPECIFICALLY BENEFITTED THEREBY; PROVIDING FOR CERTAIN OTHER AUTHORIZATIONS; ADOPTING LEGISLATIVE FINDINGS; SETTING A PUBLIC HEARING FOR CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL APPROVING THE FINAL ASSESSMENT ROLL; PROVIDING FOR NOTICE TO THE OWNERS OF THE BENEFITTED PROPERTIES; PROVIDING THAT THE CITY COUNCIL ON THE DATE SET SHALL MEET AS AN EQUALIZING BOARD AS PROVIDED BY LAW; PROVIDING FOR NOTICE TO BENEFITTED PROPERTY OWNERS AND PUBLICATION OF THE PUBLIC HEARING DATE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at the time of the development of Kings Crest, certain common area maintenance and streetlighting expenses were designated as being the responsibility of the owners of properties within the subdivision;

WHEREAS, maintenance and expense obligations are essential services for the health, safety and general welfare of the residents of the subdivision;

WHEREAS, prior to 2026, Osceola County collected assessment from the owners of the property through a Municipal Services Taxing Unit (MSTU) and accepted maintenance responsibility for the identified common areas and the streetlighting expense;

WHEREAS, upon annexation of Kings Crest into the municipal boundaries of the City of St. Cloud, Osceola County terminated the applicable MSTU;

WHEREAS, the City of St. Cloud is willing to accept perpetual maintenance of the common areas described herein and payment of the street lighting expense;

WHEREAS, in order to fund the cost of the referenced maintenance and streetlighting, a majority of the owners of property in Kings Crest have requested that the City initiate a special assessment pursuant to City of St. Cloud Code Chapter 37 and applicable law;

WHEREAS, City of St. Cloud Code Chapter 37 authorizes the City Council to provide for essential services and levy and collect special assessment against property benefitted from the services;

WHEREAS, the City Council desires to provide the services described and to adopt a preliminary assessment resolution in accordance with applicable law; and

WHEREAS, the City Council desires to approve the Preliminary Assessment Roll for the Kings Crest Project in accordance with applicable law and to set the required public hearing for the adoption of the Final Assessment Roll.

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

Section 1. Authority. This Resolution is adopted pursuant to Section 2(b), Article VIII of the Constitution of the State of Florida and Chapters 166 and 170, Florida Statutes and City Code Chapter 37.

Section 2. Purpose. The purpose of this Resolution is to defray the costs and expenses of certain maintenance and expenses to be provided, and the costs associated therewith by the City by Special Assessments against specially benefitted real property located in Kings Crest subdivision, St. Cloud, Florida.

Section 3. Description of Essential Services. The proposed services to be provided by the City and that will specially benefit the property described below are generally described as landscape maintenance of the common areas and the streetlights as more particularly described in Exhibit "A" attached hereto and incorporated herein.

Section 4. Special Assessment Authorized and Adopted. Subject to the adoption of a Final Assessment Resolution, there is hereby authorized and adopted a non-ad valorem assessment (the "Kings Crest Project Special Assessment") to be levied, collected and enforced against those specially benefitted properties located in the Kings Crest Special Assessment Area to pay for the cost of the maintenance and streetlighting expense and other project administrative, and collection costs related thereto. The Kings Crest Assessment Area is identified as all non-public real property within the subdivision known as Kings Crest and all property specially benefitted by the essential services as more particularly described in Exhibit "B" attached hereto and incorporated herein. On an annual basis the estimated cost of the services and expenses incurred will be equally apportioned among all property owners in the subdivision.

Section 5. Findings. It is hereby ascertained, found, determined and declared by the City Council that:

(A) The Project will specially benefit the residential and common area property located within the Special Assessment Area by maintaining the specified common areas, increasing property values and promoting public safety.

(B) The Preliminary Assessment proposed to be imposed and as described below is determined to be an equitable method of funding the cost of the Project.

Section 6. Total Estimated Cost and Levy. The total annual cost and the amount to be levied by Special Assessment for the Kings Crest Project is estimated to be \$32,000, plus administrative expenses and costs. The breakdown of this cost is more particularly described in Exhibit "C".

Section 7. Unit of Measurement and Method of Apportionment. The unit of measurement for the calculation of the Kings Crest Project Special Assessment pursuant to this Resolution shall be an improved parcel. Each improved parcel of property within the Special Assessment Area shall constitute one unit. The services and expenses incurred will be equally apportioned among all units.

Section 8. Levy Against Each Parcel. The number of units, the estimated maximum annual apportionment of the Special Assessment applied to each of the benefited properties beginning with the assessment year immediately following the final adoption of the special assessment not including administrative expenses and costs, for which each of the benefitted properties is subject to lien shall be \$282.00. The amount of the future assessment levied against each of the benefited properties is subject to approval and adjustment each year by City Council adopting, certifying or reaffirming the non-ad valorem assessment roll.

Section 9. Duration of the Kings Crest Project Special Assessment; Lien. The Kings Crest Project Special Assessment shall be perpetual for as long as the City provides the services contemplated herein. The Special Assessment shall be levied beginning with the assessment year immediately following the date of adoption of the assessment and continue annually thereafter. It is the intent of the City Council that the lien created hereby, by imposition of the Kings Crest Project Special Assessment, shall be for the outstanding amount of the respective benefited property's apportionment as described above and shall remain in effect unless such lien is sooner released in accordance with Section 12 herein.

Section 10. Preliminary Assessment Roll and Notice. The City Council does hereby authorize and direct the Assessment Coordinator to (a) prepare a Preliminary Non-Ad Valorem Assessment Roll in accordance with City Code Chapter 37, (b) maintain the same on file in his or her office open to public inspection and (c) publish in a newspaper of general circulation and send by first class United States mail to the owners of the Benefited Properties, in accordance with City Code Sections 37-10 and 37-11, notice of the proposed levy of the Kings Crest Project Special Assessment and of the date, time and place of the City Council meeting at which the Final Assessment Resolution and the Non-Ad Valorem Assessment Roll will be considered for adoption. A copy of this Initial Assessment Resolution shall accompany the mailed notice to owners of the benefited properties.

Section 11. Certification of Non-Ad Valorem Assessment Roll. Upon the adoption of the Final Assessment Resolution, the City Council does hereby authorize and direct the Mayor, or his designee, to certify the Non-Ad Valorem Assessment Roll for the Kings Crest Project Special Assessment Area. Such Non-Ad Valorem Assessment Roll to be certified shall consist of all adjustments, if any, as authorized herein and will be provided on compatible electronic medium to the Tax Collector of Osceola County, Florida, in accordance with Chapter 197, Florida Statutes.

Section 12. Payment of Assessment and Interest Rate Determination Method. The Kings Crest Project Special Assessment shall be placed on the Osceola County Real Estate Ad-Valorem Tax Bill and shall be due and payable annually at the time required for payment of such tax bill, with any discounts or penalties associated therewith.

Section 13. Public Hearing for Consideration of Final Assessment Resolution and Non-Ad Valorem Assessment Roll. The City Council shall schedule and hold a public hearing in Council Chambers, City Hall, 1300 Ninth Street, St. Cloud, FL 34769, on August 20, 2026, at 6:30 P.M. to consider the adoption of a Final Assessment Resolution providing for the creation of the Kings

Crest Special Assessment Area and to consider approval of the assessment roll and non-ad valorem assessment for the Special Assessment Area.

Section 14. Other Authorizations. The City Manager, or designee, is hereby authorized to (a) do all things necessary to carry out the terms and conditions of this Resolution consistent with the intent of the City Council, including contracting with the Osceola County Property Appraiser and the Osceola County Tax Collector to administer the levy and collection of the Special Assessment and such professional administrative and/or financial consultants necessary to implement the assessment and (b) record a copy of this Resolution or any other necessary papers in the Public Records of Osceola County, Florida, to provide additional constructive notice and preserve the status of the lien created hereby on all properties in the Special Assessment Area against all the world, including any subsequent purchasers of the affected properties.

Section 15. Preliminary Assessment Roll Adopted. The Preliminary Assessment Roll as set forth in Exhibit "D" attached hereto and incorporated herein is hereby approved and adopted by the City Council in order to defray the costs and expenses of the specified essential services to be provided by the City by Special Assessments against specially benefitted real property located in Kings Crest, St. Cloud, Florida.

Section 16. Council to Serve as Equalizing Board. At the Public Hearing held on August 20, 2026, the Council shall serve as the Equalizing Board and hear and consider any and all complaints as to the special assessments and shall adjust and equalize the assessments on a basis of justice and right.

Section 17. Notice and Publication. The City Council does further authorize and direct the City Clerk to provide the required notice to the benefitted property owners and public notice of the public hearing as provided by law.

Section 18. Severability. If any clause, section or provision of this Resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion hereof shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

Section 19. Effective Date. This Resolution to be effective immediately upon adoption.

This Resolution duly adopted this ____ day of _____, 2026.

ATTEST:

City of St. Cloud

Ivy Llauro, City Clerk

By: _____
Christian B. Robertson, Mayor

APPROVED AS TO FORM:

By: _____
Daniel Mantzaris, City Attorney

Exhibit “A”

(Description of Essential Services)

Kings Crest Special Assessment Services Provided

- **Streetlights - Ongoing**

The City of St. Cloud shall pay for the monthly KUA streetlight bill for the neighborhood.

- **Irrigation - Ongoing**

The City of St. Cloud shall pay the monthly Toho bill for the irrigation within the neighborhood’s landscaped entrance along Neptune Road.

The City’s contractor will provide monthly inspections of this irrigation system. They will report all issues identified. The City of St. Cloud will repair any of these issues with the system.

- **Landscaping - Ongoing**

The City’s contractor will mow, edge, and blow the 10’ buffer along Neptune Road and the entrance landscape median within King Crest Road (adjacent to Neptune Road) 15 times a year.

The City contractor shall trim all landscaping (including bushes, flowers, and trees) with the entrance landscape median and adjacent to the neighborhood signs along Neptune Road once every 3 months.

- **Landscaping – One-time Service**

The City’s contractor shall replace damaged areas of sod with St. Augustine sod.

The City’s contractor will install new natural mulch within the planting areas at the entrance.

The City’s contractor will provide a one-time initial mow, edge, and blow the 10’ buffer along Neptune Road and the entrance landscape median within King Crest Road (adjacent to Neptune Road).

The City’s contractor will provide a one-time repair to the electrical line to provide electricity to the sign lights within the entrance landscape median within King Crest Road (adjacent to Neptune Road).

- **Administration – Ongoing**

City staff will provide administrative support for this assessment.

The City’s contractor will set up and provide ongoing support for the special assessment.

Exhibit “B”

(Benefitted Properties)

1433	KINGSTON	WAY		CREST	
1427	KINGSTON	WAY		KINGS	
1423	KINGSTON	WAY	2355	CREST	RD
1413	KINGSTON	WAY		KINGS	
1417	KINGSTON	WAY	2359	CREST	RD
1415	KINGSTON	WAY		KINGS	
1432	KINGSTON	WAY	2363	CREST	RD
	KINGS			KINGS	
2351	CREST	RD	2377	CREST	RD
	KINGS		1406	KINGSTON	WAY
2353	CREST	RD	1445	KINGSTON	WAY
	KINGS		1447	KINGSTON	WAY
2361	CREST	RD		KINGS	
	KINGS		2320	CREST	RD
2365	CREST	RD		KINGS	
	KINGS		2317	CREST	RD
2375	CREST	RD		WESTMINS	
1446	KINGSTON	WAY	1400	TER	WAY
1402	KINGSTON	WAY	1405	KINGSTON	WAY
	KINGS			WESTMINS	
2322	CREST	RD	1408	TER	WAY
1439	KINGSTON	WAY		WESTMINS	
1431	KINGSTON	WAY	1407	TER	WAY
1429	KINGSTON	WAY		WESTMINS	
1420	KINGSTON	WAY	1411	TER	WAY
1438	KINGSTON	WAY		KINGS	
1440	KINGSTON	WAY	2372	CREST	RD
1437	KINGSTON	WAY		KINGS	
1435	KINGSTON	WAY	2356	CREST	RD
1425	KINGSTON	WAY		CROWNVIE	
1421	KINGSTON	WAY	1403	W	CT
1419	KINGSTON	WAY		CROWNVIE	
1412	KINGSTON	WAY	1402	W	CT
1442	KINGSTON	WAY		KINGS	
	KINGS		2311	CREST	RD
2323	CREST	RD		KINGS	
	KINGS		2305	CREST	RD
2327	CREST	RD		KINGS	
	KINGS		2301	CREST	RD
2329	CREST	RD		KINGS	
	KINGS		2310	CREST	RD
2337	CREST	RD		KINGS	
	KINGS		2321	CREST	RD
2341	CREST	RD		KINGS	
	KINGS		2325	CREST	RD
2345	KINGS	RD		KINGS	
			2335	CREST	RD
			2343	KINGS	RD

	CREST	
	KINGS	
2347	CREST	RD
	KINGS	
2349	CREST	RD
	KINGS	
2357	CREST	RD
	KINGS	
2371	CREST	RD
	KINGS	
2373	CREST	RD
1408	KINGSTON	WAY
1444	KINGSTON	WAY
1451	KINGSTON	WAY
	KINGS	
2318	CREST	RD
	KINGS	
2326	CREST	RD
1409	KINGSTON	WAY
	KINGS	
2338	CREST	RD
	WESTMINS	
1405	TER	WAY
	WESTMINS	
1409	TER	WAY
	KINGS	
2358	CREST	RD
	CROWNVIE	
1405	W	CT
	CROWNVIE	
1400	W	CT
	KINGS	
2307	CREST	RD
	KINGS	
2304	CREST	RD
	KINGS	
2306	CREST	RD
	KINGS	
2312	CREST	RD
	KINGS	
2314	CREST	RD
1414	KINGSTON	WAY
1416	KINGSTON	WAY
1403	KINGSTON	WAY
1407	KINGSTON	WAY
	KINGS	
2378	CREST	RD
	WESTMINS	
1406	TER	WAY

	KINGS	
2336	CREST	RD
	WESTMINS	
1401	TER	WAY
	CROWNVIE	
1401	W	CT
	KINGS	
2303	CREST	RD
	KINGS	
2299	CREST	RD
	KINGS	
2308	CREST	RD
	KINGS	
2316	CREST	RD
1441	KINGSTON	WAY
	KINGS	
2331	CREST	RD
	KINGS	
2353	CREST	RD
	KINGS	
2339	CREST	RD
	KINGS	
2367	CREST	RD
	KINGS	
2369	CREST	RD
	KINGS	
2379	CREST	RD
1410	KINGSTON	WAY
1449	KINGSTON	WAY
	KINGS	
2328	CREST	RD
	WESTMINS	
1410	TER	WAY
	WESTMINS	
1404	TER	WAY
	WESTMINS	
1402	TER	WAY
	KINGS	
2370	CREST	RD
	KINGS	
2364	CREST	RD
	KINGS	
2315	CREST	RD
	KINGS	
2309	CREST	RD
	KINGS	
2300	CREST	RD
	KINGS	
2302	CREST	RD
	KINGS	
1443	KINGSTON	WAY

Exhibit “C”

Kings Crest Assessment

Cost for October 1, 2025-September 30, 2026

Description	Unit Cost	Multiplier	Total Cost
Money received from Osceola County	\$ 2,396.00	-1	\$ (2,396.00)
Streetlights (Oct 2025)	\$ 399.93	1	\$ 399.93
Streetlights (Nov. 2025)	\$ 367.65	1	\$ 367.65
Streetlights (Dec 2025)	\$ 375.47	1	\$ 375.47
Streetlights (Jan 2026)	\$ 382.73	1	\$ 382.73
Streetlights (Feb 2026)	\$ 384.99	1	\$ 384.99
Streetlights (March 2026)	\$	1	\$ 384.99

	384.99			
	\$			
Streetlights (Apr 2026)	378.39	1	\$	378.39
	\$			
Streetlights (May 2026)	371.63	1	\$	371.63
	\$			
Monthly Streetlight Cost (KUA)	385.00	4	\$	1,540.00
	\$			
Monthly Irrigation Cost (Toho)	50.00	5	\$	250.00
	\$			
Inframark Cost (Initial Cost) (Split with Cane Break)	6,270.27	1	\$	6,270.27
Total			\$	8,710.05
Additional Cost (2% fee and 4% early payment)			\$	522.60
Assessment			\$	9,232.65

Cost for October 1, 2026-September 30, 2027

Description	Unit Cost	Multiplier	Total Cost	
	\$			
Monthly Streetlight Cost (KUA)	385.00	12	\$	4,620.00
	\$			
Monthly Irrigation Cost (Toho)	50.00	12	\$	600.00
	\$			
One Time Landscaping Cleanup	315.00	1	\$	315.00
	\$			
Replacement of St. Augustine Sod	2,150.00	1	\$	2,150.00
	\$			
Replacement of Electrical for Entrance Lights	3,000.00	1	\$	3,000.00
	\$			
Installation of New Mulch	2,680.00	1	\$	2,680.00
	\$			
Monthly Irrigation Inspection	32.92	12	\$	395.04
	\$			
Mowing, Edging, Blowing, & Quarterly Trimming	133.00	15	\$	1,995.00
	\$			
Estimated City Admin Cost (Split with Cane Break)	62.70	52	\$	3,260.54
	\$			
Inframark Cost (Annual Cost) (Split with Cane Break)	3,135.14	1	\$	3,135.14
Total			\$	22,150.72
Additional Cost (2% fee and 4% early payment)			\$	1,329.04
Assessment			\$	23,479.76
Total Assessment			\$	32,712.41
Cost/Property (116)			\$	282.00

Exhibit “D”
(Preliminary Assessment Roll)

Parcel	Tax District Code	Number of Units	Unit Type	Assessment Amount	Override		
312530361300010050	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		1400 CROWNVIEW	CT
312530361300010040	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		1401 CROWNVIEW	CT
312530361300010060	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		1402 CROWNVIEW	CT
312530361300010030	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		1403 CROWNVIEW	CT
312530361300010020	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		1405 CROWNVIEW	CT
312530361300010130	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2299 KINGS CREST	RD
312530361300010140	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2300 KINGS CREST	RD
312530361300010120	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2301 KINGS CREST	RD
312530361300010150	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2302 KINGS CREST	RD
312530361300010110	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2303 KINGS CREST	RD
312530361300010160	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2304 KINGS CREST	RD
312530361300010100	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2305 KINGS CREST	RD
312530361300010170	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2306 KINGS CREST	RD
312530361300010090	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2307 KINGS CREST	RD
312530361300010180	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2308 KINGS CREST	RD
312530361300010080	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2309 KINGS CREST	RD
312530361300010190	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2310 KINGS CREST	RD
312530361300010070	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2311 KINGS CREST	RD
312530361300010200	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2312 KINGS CREST	RD
312530361300010210	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2314 KINGS CREST	RD
312530361300010010	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2315 KINGS CREST	RD
312530361300010220	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2316 KINGS CREST	RD
312530361200010440	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2317 KINGS CREST	RD
312530361200010430	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2318 KINGS CREST	RD
312530361200010420	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2320 KINGS CREST	RD
312530361200010010	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2321 KINGS CREST	RD
312530361200010410	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2322 KINGS CREST	RD
312530361200010020	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2323 KINGS CREST	RD
312530361200010030	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2325 KINGS CREST	RD
312530361200010470	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2326 KINGS CREST	RD
312530361200010040	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2327 KINGS CREST	RD
312530361200010460	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2328 KINGS CREST	RD
312530361200010050	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2329 KINGS CREST	RD
312530361200010060	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2331 KINGS CREST	RD
312530361200010070	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2335 KINGS CREST	RD
312530361200010080	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2336 KINGS CREST	RD
312530361200010590	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2337 KINGS CREST	RD
312530361200010090	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2338 KINGS CREST	RD
312530361200010580	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2339 KINGS CREST	RD
312530361200010100	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2341 KINGS CREST	RD
312530361200010110	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2343 KINGS CREST	RD
312530361200010120	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2345 KINGS CREST	RD
312530361200010130	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2347 KINGS CREST	RD
312530361200010140	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2349 KINGS CREST	RD
312530361200010150	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2351 KINGS CREST	RD
312530361200010160	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2353 KINGS CREST	RD
312530361200010170	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2353 KINGS CREST	RD
312530361200010180	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2355 KINGS CREST	RD
312530361200010690	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2356 KINGS CREST	RD
312530361200010190	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2357 KINGS CREST	RD
312530361200010680	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2358 KINGS CREST	RD
312530361200010200	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2359 KINGS CREST	RD
312530361200010210	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2361 KINGS CREST	RD
312530361200010220	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2363 KINGS CREST	RD
312530361200010670	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2364 KINGS CREST	RD
312530361200010230	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2365 KINGS CREST	RD
312530361200010240	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2367 KINGS CREST	RD
312530361200010250	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2369 KINGS CREST	RD
312530361200010660	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$ 282.00		2370 KINGS CREST	RD



Meeting: July 16, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-095R Cane Break Special Assessment

City Manager Agenda Item:

Resolution No. 2026-095R, a resolution of the City Council of the City of St. Cloud related to Cane Break establishing a special assessment area pursuant to Chapter 37 of the St. Cloud City Code for properties to be specially benefited by specified essential maintenance and streetlighting services; describing the proposed assessment area; estimating the cost of the services to be provided; describing the proposed method of apportioning the cost of the services and other related costs against the real property specifically benefited thereby; providing for certain other authorizations adopting legislative findings; setting a public hearing for consideration of a resolution of the City Council approving the final assessment roll; providing for notice to the owners of the benefited properties; providing that the City Council on the date set shall meet as an equalizing board as provided by law; providing for notice to benefited property owners and publication of the public hearing date; providing for severability; and providing an effective date.

COST: The City agrees to assess \$14,476.76 to the properties within the Cane Break subdivision for providing streetlights and landscaping services. This includes administrative support costs as well.

This item is to authorize the creation of a special assessment area for the Cane Break subdivision. These properties are currently inside City limits.

Strategic Key Focus Areas:

High-Performing Government

Background Information:

Per Council direction, the City prepared this special assessment for the Cane Break subdivision, which includes 69 properties. The assessment is for ongoing streetlights and landscaping services. This includes administrative support needed for the special assessment area. The City is working to set up an agreement with a contractor to support the special assessment.

Legal Authority:

City of St. Cloud Code of Ordinances, Part II City Codes, Chapter 37 Special Assessments, Section 37-6

Budget and Recommendation:

COST: The City agrees to assess \$14,476.76 to the properties within the Cane Break subdivision for providing streetlights and landscaping services. This includes administrative support costs as well.

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:

7/16/26 - Final Action

Attachments:

1. Resolution No. Special Assessment Cane Break
2. Cane Break Preliminary Assessment Roll

RESOLUTION 2026-095R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD RELATED TO CANE BREAK ESTABLISHING A SPECIAL ASSESSMENT AREA PURSUANT TO CHAPTER 37 OF THE ST. CLOUD CITY CODE FOR PROPERTIES TO BE SPECIALLY BENEFITTED BY SPECIFIED ESSENTIAL MAINTENANCE AND STREETLIGHTING SERVICES; DESCRIBING THE PROPOSED ASSESSMENT AREA; ESTIMATING THE COST OF THE SERVICES TO BE PROVIDED; DESCRIBING THE PROPOSED METHOD OF APPORTIONING THE COST OF THE SERVICES AND OTHER RELATED COSTS AGAINST THE REAL PROPERTY SPECIFICALLY BENEFITTED THEREBY; PROVIDING FOR CERTAIN OTHER AUTHORIZATIONS; ADOPTING LEGISLATIVE FINDINGS; SETTING A PUBLIC HEARING FOR CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL APPROVING THE FINAL ASSESSMENT ROLL; PROVIDING FOR NOTICE TO THE OWNERS OF THE BENEFITTED PROPERTIES; PROVIDING THAT THE CITY COUNCIL ON THE DATE SET SHALL MEET AS AN EQUALIZING BOARD AS PROVIDED BY LAW; PROVIDING FOR NOTICE TO BENEFITTED PROPERTY OWNERS AND PUBLICATION OF THE PUBLIC HEARING DATE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at the time of the development of Cane Break, certain common area maintenance and streetlighting expenses were designated as being the responsibility of the owners of properties within the subdivision;

WHEREAS, maintenance and expense obligations are essential services for the health, safety and general welfare of the residents of the subdivision;

WHEREAS, prior to 2026, Osceola County collected assessment from the owners of the property through a Municipal Services Taxing Unit (MSTU) and accepted maintenance responsibility for the identified common areas and the streetlighting expense;

WHEREAS, upon annexation of Cane Break into the municipal boundaries of the City of St. Cloud, Osceola County terminated the applicable MSTU;

WHEREAS, the City of St. Cloud is willing to accept perpetual maintenance of the common areas described herein and payment of the street lighting expense;

WHEREAS, in order to fund the cost of the referenced maintenance and streetlighting, a majority of the owners of property in Cane Break have requested that the City initiate a special assessment pursuant to City of St. Cloud Code Chapter 37 and applicable law;

WHEREAS, City of St. Cloud Code Chapter 37 authorizes the City Council to provide for essential services and levy and collect special assessment against property benefitted from the services;

WHEREAS, the City Council desires to provide the services described and to adopt a preliminary assessment resolution in accordance with applicable law; and

WHEREAS, the City Council desires to approve the Preliminary Assessment Roll for the Cane Break Project in accordance with applicable law and to set the required public hearing for the adoption of the Final Assessment Roll.

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

Section 1. Authority. This Resolution is adopted pursuant to Section 2(b), Article VIII of the Constitution of the State of Florida and Chapters 166 and 170, Florida Statutes and City Code Chapter 37.

Section 2. Purpose. The purpose of this Resolution is to defray the costs and expenses of certain maintenance and expenses to be provided, and the costs associated therewith by the City by Special Assessments against specially benefitted real property located in Cane Break subdivision, St. Cloud, Florida.

Section 3. Description of Essential Services. The proposed services to be provided by the City and that will specially benefit the property described below are generally described as landscape maintenance of the common areas and the streetlights as more particularly described in Exhibit "A" attached hereto and incorporated herein.

Section 4. Special Assessment Authorized and Adopted. Subject to the adoption of a Final Assessment Resolution, there is hereby authorized and adopted a non-ad valorem assessment (the "Cane Break Project Special Assessment") to be levied, collected and enforced against those specially benefitted properties located in the Cane Break Special Assessment Area to pay for the cost of the maintenance and streetlighting expense and other project administrative, and collection costs related thereto. The Cane Break Assessment Area is identified as all non-public real property within the subdivision known as Cane Break and all property specially benefitted by the essential services as more particularly described in Exhibit "B" attached hereto and incorporated herein. On an annual basis the estimated cost of the services and expenses incurred will be equally apportioned among all property owners in the subdivision.

Section 5. Findings. It is hereby ascertained, found, determined and declared by the City Council that:

(A) The Project will specially benefit the residential and common area property located within the Special Assessment Area by maintaining the specified common areas, increasing property values and promoting public safety.

(B) The Preliminary Assessment proposed to be imposed and as described below is determined to be an equitable method of funding the cost of the Project.

Section 6. Total Estimated Cost and Levy. The total annual cost and the amount to be levied by Special Assessment for the Cane Break Project is estimated to be \$15,000, plus administrative expenses and costs. The breakdown of this cost is more particularly described in Exhibit "C".

Section 7. Unit of Measurement and Method of Apportionment. The unit of measurement for the calculation of the Cane Break Project Special Assessment pursuant to this Resolution shall be an improved parcel. Each improved parcel of property within the Special Assessment Area shall constitute one unit. The services and expenses incurred will be equally apportioned among all units.

Section 8. Levy Against Each Parcel. The number of units, the estimated maximum annual apportionment of the Special Assessment applied to each of the benefited properties beginning with the assessment year immediately following the final adoption of the special assessment not including administrative expenses and costs, for which each of the benefitted properties is subject to lien shall be \$209.81. The amount of the future assessment levied against each of the benefited properties is subject to approval and adjustment each year by City Council adopting, certifying or reaffirming the non-ad valorem assessment roll.

Section 9. Duration of the Cane Break Project Special Assessment; Lien. The Cane Break Project Special Assessment shall be perpetual for as long as the City provides the services contemplated herein. The Special Assessment shall be levied beginning with the assessment year immediately following the date of adoption of the assessment and continue annually thereafter. It is the intent of the City Council that the lien created hereby, by imposition of the Cane Break Project Special Assessment, shall be for the outstanding amount of the respective benefited property's apportionment as described above and shall remain in effect unless such lien is sooner released in accordance with Section 12 herein.

Section 10. Preliminary Assessment Roll and Notice. The City Council does hereby authorize and direct the Assessment Coordinator to (a) prepare a Preliminary Non-Ad Valorem Assessment Roll in accordance with City Code Chapter 37, (b) maintain the same on file in his or her office open to public inspection and (c) publish in a newspaper of general circulation and send by first class United States mail to the owners of the Benefited Properties, in accordance with City Code Sections 37-10 and 37-11, notice of the proposed levy of the Cane Break Project Special Assessment and of the date, time and place of the City Council meeting at which the Final Assessment Resolution and the Non-Ad Valorem Assessment Roll will be considered for adoption. A copy of this Initial Assessment Resolution shall accompany the mailed notice to owners of the benefited properties.

Section 11. Certification of Non-Ad Valorem Assessment Roll. Upon the adoption of the Final Assessment Resolution, the City Council does hereby authorize and direct the Mayor, or his designee, to certify the Non-Ad Valorem Assessment Roll for the Cane Break Project Special Assessment Area. Such Non-Ad Valorem Assessment Roll to be certified shall consist of all adjustments, if any, as authorized herein and will be provided on compatible electronic medium to the Tax Collector of Osceola County, Florida, in accordance with Chapter 197, Florida Statutes.

Section 12. Payment of Assessment and Interest Rate Determination Method. The Cane Break Project Special Assessment shall be placed on the Osceola County Real Estate Ad-Valorem Tax Bill and shall be due and payable annually at the time required for payment of such tax bill, with any discounts or penalties associated therewith.

Section 13. Public Hearing for Consideration of Final Assessment Resolution and Non-Ad Valorem Assessment Roll. The City Council shall schedule and hold a public hearing in Council Chambers, City Hall, 1300 Ninth Street, St. Cloud, FL 34769, on August 20, 2026, at 6:30 P.M. to consider the adoption of a Final Assessment Resolution providing for the creation of the Cane

Break Special Assessment Area and to consider approval of the assessment roll and non-ad valorem assessment for the Special Assessment Area.

Section 14. Other Authorizations. The City Manager, or designee, is hereby authorized to (a) do all things necessary to carry out the terms and conditions of this Resolution consistent with the intent of the City Council, including contracting with the Osceola County Property Appraiser and the Osceola County Tax Collector to administer the levy and collection of the Special Assessment and such professional administrative and/or financial consultants necessary to implement the assessment and (b) record a copy of this Resolution or any other necessary papers in the Public Records of Osceola County, Florida, to provide additional constructive notice and preserve the status of the lien created hereby on all properties in the Special Assessment Area against all the world, including any subsequent purchasers of the affected properties.

Section 15. Preliminary Assessment Roll Adopted. The Preliminary Assessment Roll as set forth in Exhibit "D" attached hereto and incorporated herein is hereby approved and adopted by the City Council in order to defray the costs and expenses of the specified essential services to be provided by the City by Special Assessments against specially benefitted real property located in Cane Break, St. Cloud, Florida.

Section 16. Council to Serve as Equalizing Board. At the Public Hearing held on August 20, 2026, the Council shall serve as the Equalizing Board and hear and consider any and all complaints as to the special assessments and shall adjust and equalize the assessments on a basis of justice and right.

Section 17. Notice and Publication. The City Council does further authorize and direct the City Clerk to provide the required notice to the benefitted property owners and public notice of the public hearing as provided by law.

Section 18. Severability. If any clause, section or provision of this Resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion hereof shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

Section 19. Effective Date. This Resolution to be effective immediately upon adoption.

This Resolution duly adopted this ____ day of _____, 2026.

ATTEST:

City of St. Cloud

Ivy Llauro, City Clerk

By: _____
Christian B. Robertson, Mayor

APPROVED AS TO FORM:

By: _____
Daniel Mantzaris, City Attorney

Exhibit “A”

Cane Break Special Assessment Services Provided

Streetlights

The City of St. Cloud shall pay for the monthly KUA streetlight bill for the neighborhood.

Landscaping - Ongoing

The City’s contractor will mow, edge, and blow the remnants of 20’ buffer along Neptune Road 15 times a year.

Administration – Ongoing

City staff will provide administrative support for this assessment.

The City’s contractor will set up and provide ongoing support for the special assessment.

Exhibit “B”

Benefitted Properties

140			227		
1	SUGAR CANE	DR	5	EMPEROR	DR
230			205		
5	EMPEROR	DR	0	EMPEROR	DR
140			207		
7	SLIM	CT	0	EMPEROR	DR
231			208		
7	EMPEROR	DR	0	EMPEROR	DR
231			213		
8	EMPEROR	DR	0	EMPEROR	DR
231			223		
6	EMPEROR	DR	0	EMPEROR	DR
230			222		
6	EMPEROR	DR	4	ACREE	LN
230			223		
0	EMPEROR	DR	8	ACREE	LN
228			223		
0	EMPEROR	DR	3	ACREE	LN
223			219		
5	EMPEROR	DR	5	EMPEROR	DR
141			214		
0	SUGAR CANE	DR	5	EMPEROR	DR
212			139		
0	EMPEROR	DR	5	SUGAR CANE	DR
214			230		
0	EMPEROR	DR	9	EMPEROR	DR
219			141		
0	EMPEROR	DR	2	SLIM	CT
220			232		
0	EMPEROR	DR	1	EMPEROR	DR
221			232		
0	EMPEROR	DR	0	EMPEROR	DR
223			231		
6	ACREE	LN	0	EMPEROR	DR
221			229		
9	ACREE	LN	0	EMPEROR	DR
142			227		
5	SUGAR CANE	DR	0	EMPEROR	DR
141			225		
1	SLIM	CT	5	EMPEROR	DR
231			226		
3	EMPEROR	DR	5	EMPEROR	DR
231			211		
4	EMPEROR	DR	0	EMPEROR	DR
226			215		
0	EMPEROR	DR	0	EMPEROR	DR
224			217		
5	EMPEROR	DR	0	EMPEROR	DR
			222	ACREE	LN

0
 224 0 ACREE LN
 223 7 ACREE LN
 211 5 EMPEROR DR
 138 5 SUGAR CANE DR
 140 8 SLIM CT
 223 4 EMPEROR DR
 232 4 EMPEROR DR
 225 0 EMPEROR DR
 224 0 EMPEROR DR
 142 0 SUGAR CANE DR
 140 SUGAR CANE DR

0
 206 0 EMPEROR DR
 209 0 EMPEROR DR
 210 0 EMPEROR DR
 218 0 EMPEROR DR
 222 0 EMPEROR DR
 222 8 ACREE LN
 223 2 ACREE LN
 222 9 ACREE LN
 221 5 ACREE LN
 209 5 EMPEROR DR

Exhibit “C”

Cane Break Assessment

Cost for October 1, 2025-September 30, 2026

Description	Unit Cost	Multiplier	Total Cost
	\$		\$
Money received from Osceola County	-	-1	-
	\$		\$
Streetlights (Oct 2025)	233.30	1	233.30
	\$		\$
Streetlights (Nov. 2025)	213.89	1	213.89
	\$		\$
Streetlights (Dec 2025)	218.52	1	218.52
	\$		\$
Streetlights (Jan 2026)	222.83	1	222.83
	\$		\$
Streetlights (Feb 2026)	224.16	1	224.16
	\$		\$
Streetlights (March 2026)	224.16	1	224.16
	\$		\$
Streetlights (Apr 2026)	220.16	1	220.16
	\$		\$
Streetlights (May 2026)	216.25	1	216.25

Monthly Streetlight Cost (KUA)	\$ 225.00	4	\$ 900.00
Inframark Cost (Initial Cost) (Split with Kings Crest)	\$ 3,729.73	1	\$ 3,729.73
Total			\$ 6,403.00
Additional Cost (2% fee and 4% early payment)			\$ 384.18
Assessment			\$ 6,787.18

Cost for October 1, 2025-September 30, 2026

Description	Unit Cost	Multiplier	Total Cost
Mowing	\$ 50.00	15	\$ 750.00
Monthly Streetlight Cost (KUA)	\$ 225.00	12	\$ 2,700.00
Estimated City Admin Cost (Split with Kings Crest)	\$ 37.30	52	\$ 1,939.46
Inframark Cost (Annual Cost) (Split with Kings Crest)	\$ 1,864.86	1	\$ 1,864.86
Total			\$ 7,254.32
Additional Cost (2% fee and 4% early payment)			\$ 435.26
Assessment			\$ 7,689.58
Total Assessment			\$ 14,476.76
Cost/Property (69)			\$ 209.81

Exhibit “D”

(Preliminary Assessment Roll)

Parcel	Tax District Code	Number of Units	Unit Type	Assessment Rate	Assessment Amount	Override		
312530426300010650	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2215	ACREE LN
312530426300010640	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2219	ACREE LN
312530426300010540	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2220	ACREE LN
312530426300010550	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2224	ACREE LN
312530426300010560	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2228	ACREE LN
312530426300010630	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2229	ACREE LN
312530426300010570	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2232	ACREE LN
312530426300010620	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2233	ACREE LN
312530426300010580	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2236	ACREE LN
312530426300010610	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2237	ACREE LN
312530426300010590	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2238	ACREE LN
312530426300010600	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2240	ACREE LN
312530426100010360	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2050	EMPEROR DR
312530426300010370	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2060	EMPEROR DR
312530426300010380	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2070	EMPEROR DR
312530426300010390	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2080	EMPEROR DR
312530426300010400	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2090	EMPEROR DR
312530426300010690	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2095	EMPEROR DR
312530426300010410	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2100	EMPEROR DR
312530426300010420	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2110	EMPEROR DR
312530426300010680	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2115	EMPEROR DR
312530426300010430	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2120	EMPEROR DR
312530426300010440	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2130	EMPEROR DR
312530426300010450	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2140	EMPEROR DR
312530426300010670	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2145	EMPEROR DR
312530426300010460	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2150	EMPEROR DR
312530426300010470	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2170	EMPEROR DR
312530426300010480	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2180	EMPEROR DR
312530426300010490	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2190	EMPEROR DR
312530426300010660	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2195	EMPEROR DR
312530426300010500	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2200	EMPEROR DR
312530426300010510	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2210	EMPEROR DR
312530426300010520	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2220	EMPEROR DR
312530426300010530	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2230	EMPEROR DR
312530426100010080	100 - ST CLOUD	1	MUNICIPAL-IMP	\$	209.81		2234	EMPEROR DR
312530426100010280	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2235	EMPEROR DR
312530426100010270	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2240	EMPEROR DR
312530426100010290	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2245	EMPEROR DR
312530426100010260	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2250	EMPEROR DR
312530426100010300	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2255	EMPEROR DR
312530426100010250	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2260	EMPEROR DR
312530426100010310	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2265	EMPEROR DR
312530426100010240	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2270	EMPEROR DR
312530426100010320	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2275	EMPEROR DR
312530426100010230	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2280	EMPEROR DR
312530426100010220	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2290	EMPEROR DR
312530426100010210	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2300	EMPEROR DR
312530426100010050	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2305	EMPEROR DR
312530426100010200	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2306	EMPEROR DR
312530426100010060	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2309	EMPEROR DR
312530426100010190	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2310	EMPEROR DR
312530426100010110	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2313	EMPEROR DR
312530426100010180	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2314	EMPEROR DR
312530426100010170	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2316	EMPEROR DR
312530426100010120	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2317	EMPEROR DR
312530426100010160	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2318	EMPEROR DR
312530426100010150	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2320	EMPEROR DR
312530426100010130	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2321	EMPEROR DR
312530426100010140	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		2324	EMPEROR DR
312530426100010090	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		1407	SLIM CT
312530426100010080	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81		1408	SLIM CT

312530426100010100	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81	1411 SLIM CT
312530426100010070	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81	1412 SLIM CT
312530426100010010	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81	1385 SUGAR CANE DR
312530426100010020	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81	1395 SUGAR CANE DR
312530426100010350	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81	1400 SUGAR CANE DR
312530426100010030	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81	1401 SUGAR CANE DR
312530426100010340	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81	1410 SUGAR CANE DR
312530426100010330	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81	1420 SUGAR CANE DR
312530426100010040	100 - ST CLOUD	1	SINGLE FAMILY-IMPROVED	\$	209.81	1425 SUGAR CANE DR





Meeting: July 16, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-099R COPS Grant

Procurement Agenda Item:

Resolution No. 2026-099R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the grant application by City of St. Cloud/St. Cloud Police Department under the U.S. Department of Justice Office of Community Oriented Policing Service Agency FY2026 COPS Office Grant Program solicitation for the hiring of six (6) police officers and authorizing the Grants Division or designee to submit the application, and the City Manager to execute the application and all other documents associated with the implementation and execution of the grant on behalf of St. Cloud Police Department.

COST: up to \$2,104,650.00 (Project total \$2,104,650.00 – Federal Share Total \$750,000.00/ City Match Total \$1,354,650.00 (Year 1 – Federal share \$400,000.00 / City match \$325,000.00; Year 2 – Federal share \$250,000.00 / City match \$470,000.00; Year 3 – Federal share \$100,000.00 / City match \$559,650.00).

This item is to authorize submitting an application for the FY 2026 COPS Hiring Program.

Strategic Key Focus Areas:

Effective Community Safety

Background Information:

The U.S. Department of Justice Office of Community Oriented Policing Services received appropriations from Congress for the FY2026 COPS Hiring Program (CHP) and subsequently released a grant opportunity to eligible law enforcement agencies in May 2026 for the purpose of hiring additional police officers to address particular Department of Justice crime and disorder/focus area problems. The City of St. Cloud Police Department has determined that it is in the best interest of the citizens that the Department increase its sworn force by six officer positions in order to implement common sense policing approaches, and therefore, would like to submit a COPS Grant application to request \$750,000.00 in grant funding for six entry level officers. If awarded, the Department will accept three years of COPS funding for each police officer hired and commit to funding all required expenses to equip six new police officers, to fund any payroll costs that may exceed the grant award, and to maintain those ten positions permanently, once the grant has expired. Funding for this would come from the city's general fund.

Legal Authority:

Grants/Appropriations/Loans Policy Manual; G.A.L Policy, pages 2-4.

Budget and Recommendation:

Actual Cost: up to \$2,104,650.00 (Project total \$2,104,650.00 – Federal Share Total \$750,000.00/ City Match Total \$1,354,650.00 (Year 1 – Federal share \$400,000.00 / City match \$325,000.00; Year 2 – Federal share \$250,000.00 / City match \$470,000.00; Year 3 – Federal share \$100,000.00 / City match \$559,650.00).

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:

07/16/2026 - Final Action

Attachments:

1. Resolution 2026-099R

RESOLUTION NO. 2026-099R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA AUTHORIZING THE GRANT APPLICATION BY CITY OF ST. CLOUD/ST. CLOUD POLICE DEPARTMENT UNDER THE U.S. DEPARTMENT OF JUSTICE OFFICE OF COMMUNITY ORIENTED POLICING SERVICE AGENCY FY2026 COPS OFFICE GRANT PROGRAM SOLICITATION FOR THE HIRING OF SIX (6) POLICE OFFICERS AND AUTHORIZING THE GRANTS DIVISION OR DESIGNEE TO SUBMIT THE APPLICATION, AND THE CITY MANAGER TO EXECUTE THE APPLICATION AND ALL OTHER DOCUMENTS ASSOCIATED WITH THE IMPLEMENTATION AND EXECUTION OF THE GRANT ON BEHALF OF ST. CLOUD POLICE DEPARTMENT.

WHEREAS, the U.S. Department of Justice Office of Community Oriented Policing Services received appropriations from Congress for the FY2026 COPS Hiring Program (CHP) and subsequently released a grant opportunity to eligible law enforcement agencies in May 2026 for the purpose of hiring additional police officers to address particular Department of Justice crime and disorder/focus area problem; and

WHEREAS, the City of St. Cloud, supports the COPS office mission to advance public safety through common sense policing. The Office of Community Oriented Policing Services (COPS Office) within the U.S. Department of Justice which is dedicated to the concept that trust and mutual respect between police and the communities they serve is critical to public safety; and

WHEREAS, the FY2026 COPS Hiring Program provides funding for the hiring and re-hiring of entry level career law enforcement officers in an effort to create and preserve jobs and increase their policing capacity and crime prevention efforts. Grants provide 75 percent funding for new police officers over three years grant period and require the retention of all grant –funded officer positions for 12 months following the end of the 36 months of federal funding for those positions at the Grantee’s full expense; and

WHEREAS, the City of St. Cloud Police Department has determined that it is in the best interest of the citizens that the Department increase its sworn force by six (6) officer positions in order to implement common sense policing approaches to that problem/focus area; and

WHEREAS, the City of St. Cloud Police Department is a local agency with primary law enforcement authority and is therefore eligible to submit a COPS Grant application to request \$750,000.00 in grant funding for six entry level officers. If awarded, the Department will accept three years of COPS funding for each police officer hired and commit to funding all required expenses to equip six new police officers, to fund any payroll costs that may exceed the grant award, and to maintain those ten positions permanently, once the grant has expired.

NOW, BE IT RESOLVED by the City Council of the City of St. Cloud, Florida that:

SECTION I. The FY2026 COPS Grant application by the City of St. Cloud Police Department for the purpose of increasing the Department’s staffing by six (6) police officer positions is hereby authorized.

SECTION II. The Police Department is prepared to meet the grant's retention requirements for the following three-year grant period and will retain the increased staffing level with local funds for a minimum of 12 months following expiration of the grant funding period, as required by the grant.

SECTION III. The Grants Division or designee is authorized to submit the COPS Grant application on behalf of the City of St. Cloud Police Department, and the City Manager is authorized to execute the application and all other documents associated with the implementation and execution of the grant on behalf of the St. Cloud Police Department.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida, on this 16th day of July 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: July 16, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-100R B.I.D.E.N. Grant

Procurement Agenda Item:

Resolution No. 2026-100R, a resolution of the City Council of the City of St. Cloud, Florida, ratifying and authorizing the grant application by City of St. Cloud under the Department of Justice's (DOJ) FY 2026 Bridging Immigration - Related Deficits Experienced Nationwide (BIDEN) Program, to support the addition of 10 fully equipped sworn law enforcement officers, one Skydio F10 Drone as a First Responder (DFR), 16 Motorola AXS dispatch consoles, and one full-time Crime Analyst to enhance public safety, emergency response capabilities, and law enforcement operations, and authorizing the Grants Division or designee to submit the application, and ratifying the City Manager's execution of the application and authorizing the City Manager to execute all other documents associated with the implementation and execution of the grant on behalf of the City of St. Cloud, and providing an effective date.

COST: up to \$8,160,060.00 (Project total \$8,160,060.00 – Federal Share Total \$8,160,060.00 / City Match Total \$0).

This item is to ratify and authorize the grant application for the Department Justice's (DOJ) FY 2026 Bridging Immigration -Related Deficits Experienced Nationwide (BIDEN) Program to support the addition of personnel and equipment for the St. Cloud Police Department.

Strategic Key Focus Areas:

High-Performing Government

Background Information:

Per Douglas Goerke, Police Chief, funding has been authorized for the Department of Justice's (DOJ) FY 2026 Bridging Immigration-Related Deficits Experienced Nationwide (BIDEN) Program under the BIDEN Reimbursement Fund established by the One Big Beautiful Bill Act, Public Law 119-21, Title X, Subtitle A, Part II (codified at 34 U.S.C. § 61101). The purpose of the funding is to provide grants to eligible States, State agencies, and units of local government and tribal governments for the following:

- (1) Locate and apprehend aliens who have committed a crime under federal, state, or local law, in addition to being unlawfully present in the United States,
- (2) Collect and analyze law enforcement investigative information within the United States to counter gang or other criminal activity.
- (3) Investigate and prosecute (a) crimes committed by aliens within the United States; and (b) drug and human trafficking crimes committed within the United States.
- (4) Court operations related to the prosecution of (a) crimes committed by aliens; and (b) drug and human trafficking crimes.
- (5) Temporary criminal detention of aliens.
- (6) Transport aliens within the United States to locations related to the apprehension, detention, and prosecution of such aliens.
- (7) Vehicle maintenance, logistics, transportation, and other support provided to law

enforcement agencies by a state agency to enhance the ability to locate and apprehend aliens who have committed crimes under federal, state, or local law, in addition to being unlawfully present in the United States. Awards from this program should be used to support significant participation in and support of Homeland Security Task Force (HSTF) activities, and other DOJ efforts to combat gangs, cartels, and other violent crime.

The City of St. Cloud Police Department (SCPD) has an MOA with the United States Immigration and Customs Enforcement (ICE) Department of Homeland Security to perform certain functions of an immigration officer under the direction and supervision of ICE within the SCPD's district.

SCPD would like to request funding to assist with these duties and operations for the following:

- 10 fully equipped full-time sworn officers for three years of service (\$495,065.00 per officer): \$4,950,060.00
- 1 Skydio F10 Drone as a First Responder (DFR): \$1,000,000.00
- 16 Motorola AXS dispatch consoles: \$2,080,000.00
- 1 full-time Crime Analyst: \$70,000.00

Total Projected Cost: \$8,100,060.00

Legal Authority:

Grants/Appropriations/Loans Policy Manual; G.A.L Policy, pages 2-4.

Budget and Recommendation:

Actual Cost: up to \$8,100,060.00 (Project total \$8,100,060.00 – Federal Share Total \$8,100,060.00 / City Match Total \$0).

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:

07/16/2026 - Final Action

Attachments:

1. Res. No. 2026-100R

RESOLUTION NO. 2026-100R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, RATIFYING AND AUTHORIZING THE GRANT APPLICATION BY CITY OF ST. CLOUD UNDER THE DEPARTMENT OF JUSTICE'S (DOJ) FY 2026 BRIDGING IMMIGRATION - RELATED DEFICITS EXPERIENCED NATIONWIDE (BIDEN) PROGRAM, TO SUPPORT THE ADDITION OF 10 FULLY EQUIPPED SWORN LAW ENFORCEMENT OFFICERS, ONE SKYDIO F10 DRONE AS A FIRST RESPONDER (DFR), 16 MOTOROLA AXS DISPATCH CONSOLES, AND ONE FULL-TIME CRIME ANALYST TO ENHANCE PUBLIC SAFETY, EMERGENCY RESPONSE CAPABILITIES, AND LAW ENFORCEMENT OPERATIONS, AND AUTHORIZING THE GRANTS DIVISION OR DESIGNEE TO SUBMIT THE APPLICATION, AND RATIFYING THE CITY MANAGER'S EXECUTION OF THE APPLICATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL OTHER DOCUMENTS ASSOCIATED WITH THE IMPLEMENTATION AND EXECUTION OF THE GRANT ON BEHALF OF THE CITY OF ST. CLOUD, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS Department of Justice's (DOJ) FY 2026 Bridging Immigration-Related Deficits Experienced Nationwide (BIDEN) Program authorized under the BIDEN Reimbursement Fund established by the One Big Beautiful Bill Act, Public Law 119-21, Title X, Subtitle A, Part II (codified at 34 U.S.C. § 61101), released a grant opportunity to eligible law enforcement agencies in 2026 to support significant participation in and support of Homeland Security Task Force (HSTF) activities, and other DOJ efforts to combat gangs, cartels, and other violent crime; and

WHEREAS, the City of St. Cloud, supports the DOJ office mission and has determined that it is in the best interest of the citizens that the Department add staffing and equipment in order to strengthen the St. Cloud Police Department's (SCPD) Public Safety response and community protection for this purpose; and

WHEREAS, the City of St. Cloud Police Department is a local agency with primary law enforcement authority and is therefore eligible to submit a DOJ Grant application to request \$8,100,060.00 in grant funding for the addition of Officers/staff and equipment. Grants provide 100 percent funding of projects.

NOW, BE IT RESOLVED by the City Council of the City of St. Cloud, Florida that:

SECTION I. The DOJ FY 2026 Bridging Immigration-Related Deficits Experienced Nationwide (BIDEN) Program Grant application executed by the City Manager on behalf of the City of St. Cloud for the addition of Officers/staff and equipment in order to strengthen SCPD's Public Safety response and community protection in support of Homeland Security Task Force (HSTF) activities is hereby ratified and authorized.

SECTION II. The submission of the DOJ FY 2026 Bridging Immigration-Related Deficits Experienced Nationwide (BIDEN) Program Grant application on behalf of the City of St. Cloud is hereby ratified and the City Manager or designee is authorized to execute the application and all other

documents associated with the implementation and execution of the grant on behalf of the City of St. Cloud.

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 16th day of July, 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: July 16, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-101R Purchase
Replacement Side Loader

Procurement Agenda Item:

Resolution No. 2026-101R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing a Negotiated Procurement with RDK Truck Sales for the purchase of one (1) 2023 Mack LR64 – 31 Yard New Way Side Loader Garbage Truck, and providing an effective date.
COST: up to \$345,500.00

This item is to purchase a 2023 Mack LR64 – 31 Yard New Way Side Loader Garbage Truck for the Public Works Department.

Strategic Key Focus Areas:

Background Information:

Per Kevin Felblinger, Public Works Director, while entering the US192 and Budinger Avenue intersection, the Solid Waste sideloader was struck by a crane on March 2, 2026. The City of St. Cloud has been working with our insurance carrier which totaled the impacted sideloader over the past 4 months. During this time, our operations have continued with one less sideloader. We just received an insurance check for \$316,633 to close out this claim. Currently, a new sideloader is approximately \$440,000 (approximately \$120,000 more than we received from the insurance company). The Solid Waste Division found a used same model sideloader with approximately the same usage as the totaled sideloader for \$345,500 (approximately \$29,000 more than we received from the insurance company). This used sideloader is onsite and can be delivered immediately upon payment.

Legal Authority:

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

Budget and Recommendation:

Budgeted \$345,500.00/Actual Cost up to \$345,500.00
Sanitation Fund
440-7071-534.64-00
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:

07/16/2026 - Final Action

Attachments:

1. Resolution No. 2026-101R

RESOLUTION NO. 2026-101R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AUTHORIZING A NEGOTIATED PROCUREMENT WITH RDK TRUCK SALES FOR THE PURCHASE OF ONE (1) 2023 MACK LR64 – 31 YARD NEW WAY SIDE LOADER GARBAGE TRUCK, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Cloud Public Works Department requires the replacement of a side loader garbage truck that was declared a total loss as the result of a motor vehicle accident, and the City has received insurance proceeds to assist with the purchase of a replacement vehicle; and

WHEREAS, the continued availability of a side loader garbage truck is essential to maintaining uninterrupted solid waste collection services for the City's residents, and the immediate purchase of an available used vehicle will minimize operational impacts associated with extended replacement lead times for a new truck; and

WHEREAS, the City Council finds that negotiating the purchase with RDK Truck Sales of one (1) 2023 Mack LR64 – 31 Yard New Way Side Loader Garbage Truck is in the best interest of the City due to the exigent circumstances created by the loss of the existing vehicle and the limited availability of comparable replacement equipment.

WHEREAS, the pursuant to the City of St. Cloud's Procurement Policy Article VIII, Section 11.

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

SECTION I. The Negotiated Procurement with RDK Truck Sales for (1) 2023 Mack LR64 – 31 Yard New Way Side Loader Garbage Truck 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(s) 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 16th day of July 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: July 16, 2026

Agenda Item Type: Consent Agenda
Resolution No. 2026-103R DSK Law -
Eminent Domain

Public Works Agenda Item:

Resolution No. 2026-103R, a resolution of the City Council of the City of St. Cloud, Florida, entering an agreement with DSK LAW to provide special legal council services for property acquisition, condemnation and eminent domain; authorizing the City Manager to execute this agreement 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 City Manager's Office for special legal council services for property acquisition, condemnation and eminent domain, on an as-needed basis, from various approved and budgeted projects and expenditure accounts throughout the fiscal year.

This item is to approve Resolution No. 2026-103R authorizing the City Manager to enter into an agreement with DSK LAW to provide special legal council services for property acquisition, condemnation and eminent domain for Capital Improvement Projects and Tri-Party Agreements on a time and material basis.

Strategic Key Focus Areas:

Reliable Transportation Network

Background Information:

There are several projects and Tri-Party agreements that City of St. Cloud is currently working on that may require property acquisition. As part of this process, legal assistance may be required to obtain the necessary property for the projects. Once this agreement is approved, DSK Law will assist with the property acquisition, condemnation and eminent domain process on a time and material basis.

An initial list of projects that may require these services include, but are not limited to:

City Capital Improvement Projects:

Mutter Road

Massachusetts Ave Extension

Creek Woods Drive Extension

Fertic Road Extension

LaSalle Avenue Extension

TriParty agreements:

Roan Bridge Agreement

Edgewater West Agreement

Legal Authority:

Section 73, Florida Statutes

Budget and Recommendation:

Staff recommends **APPROVAL** of Resolution 2026-103R to enter an agreement with DSK LAW to provide special legal council services for property acquisition, condemnation and eminent domain. These legal services will be used when purchasing additional property for the implementation of Capital Improvement Projects and Tri-Party Agreements benefiting City of St. Cloud residents. Mobility Fees will be utilized as a funding source.

Finance Director's Comments:

N/A

Procurement Director's Comments:

N/A

City Manager's Comments:

City Manager recommends approval

City Council Action:

07/16/2026 - Final action

Attachments:

1. Resolution No. 2026-103R DKS Law
2. Exhibit A

RESOLUTION NUMBER 2026-103R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, ENTERING INTO AN AGREEMENT WITH DSK LAW TO PROVIDE SPECIAL LEGAL COUNCIL SERVICES FOR PROPERTY ACQUISITION, CONDEMNATION AND EMINENT DOMAIN; AUTHROZING THE CITY MANAGER TO EXECUTE THIS AGREEMENT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Cloud's Capital Improvement Projects and Tri-Party Agreements may require land acquisition; and

WHEREAS, the City of St. Cloud engaged DSK Law to serve as a special legal counsel to the city for property acquisition, condemnation and eminent domain legal services on a time and material basis.

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 and authorizes the City Manager to execute the as needed services as set forth in Exhibit "A" hereto.

SECTION II. The City Manager is authorized and is directed to issue a purchase order(s) to DKS Law 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 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 by the City Council.

PASSED AND ADOPTED this 16th day of July 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



de Beaubien · Simmons · Knight · Mantzaris · Neal



EST. 1976

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June 29, 2026

Via email: veronica.miller@stcloudfl.gov

Mrs. Veronica Miller, City Manager
City of St. Cloud
1300 Ninth Street
St. Cloud, FL 34769

Re: Letter Engagement for Eminent Domain Legal Services

Dear Veronica:

This letter sets forth the terms of the engagement of DeBeaubien, Simmons, Knight, Mantzaris & Neal, LLP (the "Firm") by the City of St. Cloud to serve as special legal counsel to the City for property acquisition, condemnation and eminent domain legal services. This engagement is in addition to the other engagement between the City and the Firm. We sincerely appreciate the opportunity to be of service to the St. Cloud community.

I. SCOPE OF SERVICES.

The Firm will serve as special legal counsel to the City for property acquisition, condemnation and eminent domain services. The Firm will provide services on an as needed basis and only when specifically assigned and authorized by the City Council or the City Manager. The services will be provided by Thomas F. Neal, Bart Valdes and other Firm partners, associates and

paralegals, all of whom shall have sufficient experience and professional competency to provide services as assigned.

II. TERM OF ENGAGEMENT.

The Firm's engagement shall commence upon execution of this engagement letter by the City and will continue until terminated by the City. The engagement may be terminated by the City at any time and without any liability to the City, except that the Firm will be compensated for services rendered and expenses incurred on behalf of the City through the date of termination as set forth below.

III. COMPENSATION FOR SERVICES RENDERED AND REIMBURSEMENT FOR COSTS.

A. **Compensation.** The Firm will be compensated based on the following hourly rates:

- Thomas F. Neal, Bart Valdes and other Firm partners: \$275 per hour;
- Associate attorneys (if any): \$225 per hour.
- Paralegals (if any): \$85 per hour.

The Firm will not bill or invoice in any manner which would allow compensation for time not actually spent by attorneys and paralegals in the Firm.

B. **Other Expenses.** The City will reimburse the Firm for direct expenses actually incurred by the Firm for or on behalf of the City for the following:

- Copying
- Postage
- Courier delivery
- Travel costs to and from our office's in Orlando or Tampa and St. Cloud as may be required.
- Expenses for appraisers, engineers, or consultants retained by the Firm with the approval of the City Manager.
- Other expenses incurred by the Firm with the approval of the City Manager.

C. **Monthly Statement of Account.** The Firm will submit a statement of its fees for services rendered and costs incurred to the City Manager or his designee. The portion of the statement setting forth the fees for services rendered shall specify for each entry a description of the service performed, the date such was performed, the person performing the service, and the amount of time expended therefor. The section of the statement setting forth the costs to be reimbursed shall contain an itemization of all such costs, the date each cost was incurred, and the

amount of such cost. Upon request, the Firm shall submit appropriate receipts and other evidence of expenses incurred.

III. REPRESENTATIONS AND WARRANTIES.

The Firm represents and warrants the following:

A. The Firm carries professional liability insurance with a minimum policy limit of three million (\$3,000,000.00) per claim and such insurance shall be maintained during the Firm's service under this engagement letter.

B. The Firm will not represent any client if such representation violates or will violate the rules governing conflicts of interest in the Rules Regulating The Florida Bar, especially Rule 4-1.7.

C. The Firm will advise the City Manager and City Attorney immediately if representation of a client could adversely affect the judgment or quality of service to be rendered by the Firm in its representation of the City and/or result in a material or direct conflict of interest.

D. The attorneys and employees of the Firm to be assigned hereunder shall have sufficient experience and availability to timely and efficiently provide the services contemplated herein.

VI. MISCELLANEOUS.

A. **Assignment.** The services to be rendered under this engagement letter are personal to the Firm and may not be assigned, either directly or indirectly, to any person or entity who is not a member or employee of the Firm.

B. **Amendments.** This engagement letter may be amended only by written instrument signed by both the Firm and the City.

C. **Independent Contractor Status.** In the performance of legal services hereunder, the Firm is an independent contractor. The Firm and assigned attorneys and paralegals shall not have the power or authority to bind the City in any promise, agreement, or representation other than as specifically provided in this engagement letter.

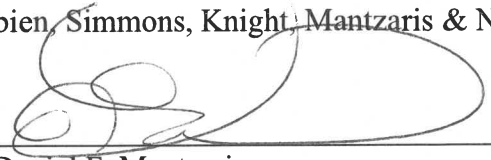
Mrs. Veronica Miller, City Manager
City of St. Cloud
Page 4

D. ***Public Records.*** The Firm shall comply with all applicable provisions of *Florida Statute* Section 119.0701.

Sincerely,

Debeaubien, Simmons, Knight, Mantzaris & Neal, LLP

By: _____


Daniel F. Mantzaris
Partner

The terms and conditions hereof are accepted as authorized by the City Council at its meeting of _____, 2026.

CITY OF ST. CLOUD

By: _____

Veronica Miller, City Manager

Date: _____

**Special Council Meeting
Monday, March 16, 2026
City Hall - Council Chambers
1300 9th Street
9:00 AM
Minutes**

I. Mayor Robertson called the meeting to order at 9:04 a.m.

II. Pledge of Allegiance

II. Roll Call

• Mayor Chris Robertson	Veronica Miller, City Manager
• Deputy Mayor Ken Gilbert	Daniel Mantzaris, City Attorney
• Council Member Jennifer A. Paul	Ivy Llauro, City Clerk
• Council Member Kolby Urban	Stacey Wilde, City Clerk Coordinator
• Council Member Shawn Fletcher	Members of the Press

Council Member Shawn Fletcher appeared via phone and Council Member Paul left at 11:35 a.m.

IV. Discussion Item

1. RFQ No. 2025-209 Economic Development Consulting Services Interviews Short-Listed Firms

The Council conducted interviews with short-listed firms responding to RFQ No. 2025-209 for Economic Development Consulting Services. Council's focus was on St. Cloud's residential-commercial imbalance and what the first six months of an engagement would look like.

Ayers Associates Inc provided a presentation and introduced a multi-disciplinary team with expertise spanning tech industry recruitment, logistics, retail, and data analytics. They emphasized the importance of understanding St. Cloud's existing community identity before pursuing business attraction, noting the city's proximity to Lake Nona and Neo City as regional context. The team described their approach as centered on the "live, work, play" framework, recognizing that many St. Cloud residents currently commute to Orlando, Lake Nona, and Kissimmee for work and that where residents work is where they spend their time and money.

Council Member Urban asked why St. Cloud is so heavily residential and commercially deficient, and how that imbalance might be corrected. The Firm stated that developing walkable, connected small business hubs similar to Thornton Park, Avalon Park, and Winter Park's Park Avenue would organically attract commercial activity by keeping residents' spending local.

Deputy Mayor Gilbert highlighted the city's low ratio of residents working within the city limits and referenced approximately 30 active projects the city is managing, asking whether the firm could serve as project planner and lead on already approved but unexecuted projects. The Firm confirmed experience in that capacity, citing involvement in Orlando's Creative Village and Randall Park developments, and requested regular weekly leadership meetings to stay aligned on permitting and progress.

Council Member Fletcher asked how the firm would leverage proximity to Neo City for economic growth. The Firm recommended a two-pronged approach: partnering with institutions

such as Valencia College and UCF to train the local workforce for Neo City-related demand, and recruiting complementary businesses including those in the energy sector to serve the corridor.

Mayor Robertson asked what the first six months would look like. The presenter described an initial diagnostic phase: assessing gaps and opportunities within the existing small business community, meeting with elected and organizational leadership to understand constituent concerns, and simultaneously conducting market outreach to understand what businesses seek in smaller communities.

Firm 2: Redevelopment Management Associates (RMA)

Lynn Dellinger, Director of Economic Development for RMA, presented on behalf of the firm alongside colleague Bill Dellinger, a commercial real estate broker with over two decades of Central Florida experience and active leadership in the Florida CCIM organization.

Ms. Dellinger emphasized RMA's existing relationship with St. Cloud, having previously completed a strategic finance and implementation plan for the city, conducted CRA board training, and maintained ongoing consulting and real estate advisory services contracts. She stressed that RMA is uniquely positioned as the only firm in the field that integrates economic development, redevelopment, and real estate with actual implementation arguing that the failure of most strategic plans stems from the lack of an implementation component.

Ms. Dellinger articulated a key economic development principle that resonated throughout Council discussion: retail and restaurants are the result of economic development, not the driver. Bringing jobs to the city is what produces the commercial activity residents desire. She noted that St. Cloud loses approximately 70 percent of its workforce daily to employment outside the city a figure she identified as a significant but actionable asset for business recruitment.

RMA cited comparable work in Pembroke Pines (pedestrian connectivity and mall redevelopment), Sarasota (a market analysis that led to the announced relocation of a Fortune 500 headquarters), Deltona (a large industrial logistics park generating over \$1.39 billion in regional economic activity), and ongoing engagements in Lakeland and Sumter County.

Council Member Urban raised the city's residential-commercial imbalance. Ms. Dellinger responded that the downtown mixed-use development currently underway is one of the most impactful steps the city is taking, as modern businesses seek communities where employees at all income levels can find housing including apartments and condominiums rather than only single-family suburban housing.

Deputy Mayor Gilbert, noting his background in the trade show industry, expressed appreciation for RMA's active participation in ICSC and other trade organizations as effective business recruitment venues. He asked which other cities RMA is currently serving in a similar capacity. Ms. Dellinger identified Lakeland (CRA master plan update for a 464-acre area including an industrial business park), Sumter County (economic development marketing), and Sarasota (continuing services consulting).

Council Member Fletcher asked what the city itself could do to ensure the consultant's success. Ms. Dellinger responded unequivocally that strong municipal leadership is the single most critical factor, referencing Deltona as a case study where city leadership's willingness to fast-track the project made the difference in securing a major industrial investment.

Mayor Robertson asked about the first six months and also probed RMA's hands-on real estate development experience. Ms. Dellinger confirmed she served as Director of Real Estate for Weingarten Realty (a national REIT) for five years, overseeing the west side of Florida, and that Bill Dellinger has exclusively handled commercial transactions in Florida for twenty years. For the first six months, RMA described updating existing real estate data, aligning with Council on current goals, using the downtown mixed-use project as a business recruitment tool, and positioning St. Cloud as a service hub for Neo City.

Firm 3: Site Corp Consulting LLC

A representative of Site Corp Consulting LLC presented on behalf of the firm following a brief delay due to technical difficulties. The presenter outlined a structured program management approach to economic development, encompassing pipeline management, feasibility analysis, partnership coordination, and accountability reporting. The firm's team members bring backgrounds from global firms including CBRE, Skanska, DPR Construction, and Citibank, with experience in construction, civil engineering, legal counsel, HR, and owner's representation.

In response to Council Member Urban's question on the residential-commercial imbalance, the presenter identified healthcare as a near-term opportunity noting the city's approved Medical Arts Campus (MAC) and suggested incentivizing healthcare system expansion as a pathway to job creation. The presenter also proposed outreach to major commercial real estate firms (JLL, CBRE, Cushman & Wakefield) to pursue long-term land leases in targeted areas.

Deputy Mayor Gilbert asked which other cities Site Corp is currently working with in a similar capacity. The presenter cited Pinellas County, the City of Tampa (completed approximately two years prior), and ongoing discussions with Escambia County. In response to a follow-up question on capacity and prioritization, the presenter committed to a 50 percent personal allocation to St. Cloud upon notice to proceed, with a full-time transition plan achievable within 60 days.

Council Member Fletcher asked how the city could better attract specialty medical offices to the MAC district. The presenter recommended a tax incentive strategy, utility capacity assessments, and a formal outreach package targeting major health systems, framing it as a two-way value proposition between the city and prospective medical providers.

Mayor Robertson asked about the first six months and specifically probed the firm's job creation strategy beyond the assessment phase. The presenter described the broker-driven model of business recruitment noting that commercial real estate brokers serve as the channel through which major tenants (referencing past work with GEICO, PwC, and others) are brought to available spaces and confirmed that outreach to those brokers would be the mechanism for attracting employers and generating jobs.

Council Deliberation and Direction

Following the conclusion of all firm interviews, the City Attorney confirmed that, as this was a properly noticed Special Meeting, the Council was authorized to take action, including directing staff to negotiate a contract with a selected firm or narrowing the field for further consideration.

Council members shared their assessments. Deputy Mayor Gilbert indicated he had used a personal rating system during the interviews and expressed he could make a decision that day. He highlighted Gorman York for its comprehensive project management capabilities, RMA for its demonstrated

knowledge of St. Cloud's existing projects and completed homework, and GAI Consultants for a strong corporate team structure.

Council Member Urban stated he did not believe the Council could go wrong with any of the interviewed firms, but identified Gorman York and RMA as his top two—praising Gorman York for its A-to-Z service model and RMA for its existing institutional knowledge of the city and its involvement in the downtown P3 project.

Council Member Fletcher expressed a willingness to make a decision at that meeting and identified Gorman York as his top choice, noting the firm's capability mirrored the package the city was seeking in the context of the parking garage development.

Mayor Robertson shared that Gorman York stood out in part due to the firm's terminology and conceptual fluency—specifically their use of the term "sponsors" to describe prospective business relocators, which he felt reflected a genuine understanding of the distinction between a developer and an industry or company seeking to relocate. He concurred with Council Member Fletcher that Gorman York emerged as his top selection.

The City Attorney noted that staff would need to develop a detailed scope of services as part of the negotiation, and that the most important elements of the resulting contract would be ensuring the right scope, milestones, and performance standards are established. He confirmed that if negotiations with Gorman York were unsuccessful, staff would return to one of the other presenting firms.

Council Member Urban moved to authorize staff to negotiate a contract with Gorman York and bring a final agreement back to the City Council for approval. Council Member Fletcher seconded the motion. The motion carried 4-0.

Additional Item: Trolley Grant Briefing

Deputy City Manager Scott provided an informational briefing on a potential trolley grant identified by Representative Stark during a recent Tallahassee visit. Staff distributed materials including grant information and a proposed trolley route map developed by the City Manager, Deputy City Manager, and Public Works Director, designed to connect major destinations within the city.

Key preliminary figures included: first-year operational costs estimated between \$210,000 and \$245,000 (inclusive of a trolley purchase at approximately \$41,000); second-year costs estimated between \$160,000 and \$195,000; and shelter costs of approximately \$52,000 per stop. Funding, if awarded, would not be received until fiscal year 2028.

Staff identified two significant uncertainties: (1) eligibility, as the grant language references agencies with an adopted transit development plan or transportation disadvantage service plan—which the city does not currently have—though Representative Stark believed there may still be a path to qualification; and (2) a grant condition requiring that any successful service development project be continued by the recipient beyond the initial three-year funding period without additional program funds, with failure to do so potentially affecting future discretionary funding eligibility.

No action was taken. Staff indicated they would be meeting with Representative Stark later that afternoon and with FDOT the following week to gather additional information, and would return to Council with further details as they became available.

Closing Remarks

Deputy Mayor Gilbert requested that staff send formal thank-you letters to all firms that participated in the RFQ process, recognizing the time and resources they invested. Mayor Robertson echoed that sentiment, noting that the non-selected firms may still possess relationships and contacts beneficial to

the city, and that building ongoing relationships with those firms would be worthwhile. Mayor Robertson also thanked the procurement staff, the economic development team, and interim economic development staff for their work throughout the process.

V. 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) Ivy Llauro, 1300 9th Street, St. Cloud, FL. Phone 407-957-7300

**City Council Workshop
Thursday, April 16, 2026
City Hall - Council Chambers
1300 9th Street
2:30 PM
Minutes**

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

- | | |
|-----------------------------------|--------------------------------------|
| • Mayor Chris Robertson | Veronica Miller, City Manager |
| • Deputy Mayor Ken Gilbert | Daniel Mantzaris, City Attorney |
| • Council Member Jennifer A. Paul | Ivy Llauro, City Clerk |
| • Council Member Kolby Urban | Stacey Wilde, City Clerk Coordinator |
| • Council Member Shawn Fletcher | Members of the Press |

All members were present.

IV. Discussion Item

1. Discussion regarding Entertainment Districts
2. Discussion regarding Alcoholic Beverage Establishments

Council directed staff to consolidate Items 1 and 2 as they were closely related.

Tisha Manning, Deputy Community Development Director, presented an overview of the city's existing entertainment district, which was established by Ordinance 2018-28. The district is bound by North 9th Street, Pennsylvania Avenue, 13th Street, and Massachusetts Avenue. Staff compared St. Cloud's entertainment district regulations to those of surrounding municipalities and found them to be broadly compatible in terms of hours of operation, permitted beverage types, drink limits, and container sizes. Staff noted that some neighboring cities charge annual registration fees ranging from \$25 to \$250, with Mount Dora at the high end.

She presented proposed Land Development Code (LDC) amendments specific to full-service restaurants operating within the entertainment district. Key proposed provisions included: requiring state licensure for the sale of alcoholic beverages; prohibiting cover charges; prohibiting illuminated exterior signage advertising alcoholic beverages; requiring state classification as a full-service restaurant; and establishing a closing time of 11:59 PM for such establishments.

Council discussion focused on the rationale for the midnight closing requirement for restaurants, contrasted with full liquor license establishments, which would remain permitted to operate until 2:00 AM per state law.

Mayor Robertson clarified that the intent was to prevent restaurants from effectively operating as nightclubs within the entertainment district.

Council Member Urban noted that the city had recently extended entertainment district operating days from Wednesday to Saturday seven days of the week at a prior council meeting.

Deputy Mayor Gilbert expressed concern about not burdening businesses with registration fees and emphasized the importance of enforcing whatever regulations are adopted.

City Attorney Mantzaris noted that the city regulates through zoning, while state licensing and its enforcement rest with the state. He advised that Council should be mindful of the significant financial impact a midnight closing requirement could have on restaurant operators.

3. Discussion regarding St. Cloud BMX, Inc. Facility Lease Agreement

Stephanie Holtkamp, Parks and Recreation Director, presented background on the St. Cloud BMX facility, an approximately 8.4-acre site currently governed by a user agreement originally executed in 2003 and amended in 2005. She stated the agreement automatically renews annually, with either party able to terminate on 30 days' notice. The City currently receives no revenue from the arrangement and incurs approximately \$20,000 annually in costs, including electricity (\$921/month), water (\$64/month), porta-potties (\$300/month), and mowing (\$350/month). The facility is designated as a special-use facility, meaning it can only be used for BMX activities, unlike other city athletic facilities that can be rented out when not in primary use.

She proposed transitioning to a formal lease agreement modeled on existing city lease agreements. The proposed lease would establish a monthly rent of \$1,500, with the tenant assuming full responsibility for all utilities, maintenance, repairs, operational costs, and improvements. The initial term would be three years with optional one-year renewals.

Ms. Holtkamp presented participation data from 2023 supplied by the BMX organization, noting 78 St. Cloud residents, 61 participants within the JPA but outside city limits, and the remainder from elsewhere in Osceola County or beyond. She also presented economic impact data from Experience Kissimmee showing that a March 2025 event generated an estimated \$275,000 in regional economic impact, with 775 attendees, 251 participants, and 449 room nights. However, she noted that the majority of lodging and direct spending occurred outside St. Cloud, partly due to on-site food vendors. Over five years, BMX events had generated an estimated \$5.2 million in regional economic impact.

Presentation by St. Cloud BMX. Track operator Brian Carpenter and his wife Corey Carpenter, representing the organization, provided an extensive presentation. Key points included:

- St. Cloud BMX is a 501(c)(3) nonprofit, entirely volunteer-run, with no paid staff. The organization has operated for 30 years and has 18 dedicated volunteers contributing approximately 9,700 volunteer hours annually.
- The organization carries roughly \$36,000 per year in facility maintenance costs (materials only, not labor), covering lighting, clay, track coating, structural maintenance, and equipment. This is separate from the City's \$20,000 in costs.

- In 2023, revenues were \$42,000 against expenses of \$44,000. In 2025, the organization returned to a modest surplus of approximately \$4,785.
- The racing membership program had 117 paid members in the most recent year, with an additional 156 free community memberships available exclusively to St. Cloud residents. a feature unique to this track in Florida
- The organization has four riders currently qualified for the 2026 World Championships in Australia.
- The track is on a two-year cycle for the Florida State Championship event and has previously hosted USA BMX national events.
- The 2022 loss of approximately 2.2 acres to a solid waste staging area, and the removal of the skate park, have significantly constrained the facility's capacity to host large events and provide overflow parking for RVs and spectators.
- Regarding the proposed lease, the organization objected to the insurance requirement to insure each building to a minimum of \$1,000,000 - \$2,000,000 per structure, noting that the buildings (which the organization constructed and owns, not the City) are aging and very costly to insure at that level. The City Attorney clarified that the proposed insurance amounts are actually less than what is required under the current agreement, and that the City's primary concern is general liability coverage.

The organization presented a counter-proposal, asking that the city continue covering mowing, porta-potties, electricity, and water; include a \$5,000,000 capital improvement budget over five years; allow up to two special events per year at no permit cost; and enter into a minimum five-year user agreement. They proposed paying a per-participant fee consistent with the rate paid by St. Cloud Little League, plus a non-resident surcharge at 33% of the Little League non-resident rate.

Chris Luna, Director of Operations for USA BMX, also addressed the Council. He acknowledged that communication between USA BMX, the local organization, and the City needed to improve, and committed to greater engagement going forward. He confirmed that the Florida State Championship rotates between St. Cloud and the Orlando track every other year, making it a guaranteed biennial event. He also encouraged the organization to apply for tourism enhancement grants through Experience Kissimmee, noting that USA BMX has tools such as Placer.ai to document economic impact for grant reporting purposes.

Deputy Mayor Gilbert acknowledged the value of the program but raised concerns about the City's financial exposure, noting that over 23 years, the City has received no revenue while spending approximately \$20,000 annually. He questioned why Osceola County, which benefits from the regional draw of the facility, does not contribute to its support, and encouraged the organization to pursue county and state grants. He also noted that the economic impact figures, while real, primarily accrue to the county rather than to St. Cloud specifically given the absence of sufficient hotel inventory locally.

Council Member Urban expressed sympathy for both perspectives, noting that the county has historically declined to support city-owned park facilities. He supported the concept of

differentiated membership fees for city versus non-city residents, he suggested exploring whether the special event permit fees could be reduced or waived for BMX events given the tourism value they generate. Council Member Fletcher echoed support for streamlining the special event permitting process for the organization.

Mayor Robertson noted that he had visited the facility that morning and found it to be impressive and well-maintained. He acknowledged that the City's goal is not to profit from the facility but simply to cover its costs. He indicated there was sufficient time before the November agreement renewal to continue negotiations collaboratively.

Council directed staff to continue working with the BMX organization toward a mutually acceptable agreement, with no final action taken at this workshop.

The Council also accepted an invitation from the BMX organization to attend the Florida State Championship event on May 16, 2026.

4. Presentation by Freedom Boat Club

Christopher Thomas Kelly, representing Life on the Water, Inc., doing business as Freedom Boat Club of the Space and Treasure Coast, presented a proposal to establish a Freedom Boat Club operation at the City's lakefront marina. Mr. Kelly provided background on Freedom Boat Club, which was founded in 1989 in Sarasota and is currently owned by Brunswick Corporation, the world's largest manufacturer of recreational boats. Mr. Kelly's franchise currently operates 10 locations across three counties on Florida's Space and Treasure Coast, with over 1,000 members and approximately 110 boats.

The club's model offers members access to a fleet of 17 - 22-foot recreational boats (pontoons, bow riders, bass boats) at any participating location nationwide, with no jet skis or sailboats. All members are trained by USCG-approved captains and insured through Chubb. The organization currently operates five boats at a location on the north end of East Lake Tohopekaliga (the former Boggy Creek Fish Camp location).

Mr. Kelly's proposal for the St. Cloud lakefront included: a signed long-term lease; an initial allocation of 3 - 4 boat slips suitable for 17 – 22 foot vessels at fair market value; right of first refusal on additional slips as they become available; access to fuel, either through a city-installed 500-gallon above-ground tank (with the club paying market price plus \$0.40/gallon markup) or through a club-installed tank at the club's own cost; and approximately 100 square feet of office space. He presented a comparison of average Central Florida public-sector marina slip rates, noting an average of \$225.87/month.

Mr. Kelly noted that adding a south-lake location would create a network multiplier effect with the existing north-lake location, accelerating membership growth at both sites. He noted that Freedom Boat Club's global membership reciprocity means that members from across the country and internationally could use the St. Cloud location, potentially drawing visitors to the downtown area and the new hotel.

Deputy Mayor Gilbert expressed strong support for the concept, noting his personal familiarity with boat club memberships and the tourism potential for the city.

Council Member Fletcher stated he had previously researched Freedom Boat Club memberships and was familiar with the model, expressing enthusiasm for a formal partnership.

Council Member Urban supported the proposal and additionally suggested the City explore installing its own marina fuel infrastructure as a revenue source, which Deputy Mayor Gilbert seconded as worthy of further study.

Council directed staff to work with Mr. Kelly to develop a formal proposal and lease agreement to be brought back to the Council for consideration.

City Manager Veronica Miller indicated she would coordinate with Mr. Kelly and the City Attorney to begin that process.

5. Discussion regarding Historic Preservation

This item was taken out of agenda order and heard after item 5.

Tisha Manning, Community Development Deputy Director, presented an update on the City's historic preservation program, which was established in 2018. The city received Certified Local Government (CLG) status in 2019, completed a survey of the existing downtown historic district in 2020, and was listed on the National Register in 2023.

Ms. Manning described a series of procedural reforms implemented since 2024, when staff assumed direct management of the program following a period in which an outside consultant had effectively been functioning as adjunct staff without adequate documentation or communication protocols. Reforms included: a 5-day sufficiency review for all incoming applications for Certificates of Appropriateness; a 20-day major review and 10-day minor review timeline; a formal consultant review checklist that creates a written record of all consultant input; a policy of working with applicants toward approval rather than bringing cases forward with a denial recommendation; and an updated, clearer application form accompanied by a public minor/major review matrix.

Ms. Manning also reported completion of a historic preservation plan in 2024, which involved stakeholder meetings with Main Street St. Cloud, community outreach at the monthly market, and a citizen survey. Survey results showed broad public support for historic preservation and for design guidelines, though some respondents expressed concern about potential cost impacts on property improvements.

She presented the following recommended code changes and operational improvements:

- Reduce the Historic Preservation Board from 9 members to 5 members with 2 alternates, consistent with all other city boards. Staff recommended not filling the current vacancy and implementing the change at the next annual board appointment cycle.
- Remove the board's authority to independently call the consultant to attend meetings, in order to control costs. The consultant, who lives in Eustis and charges for travel time, would continue to be engaged for major reviews and scheduled trainings, but routine board meetings would not automatically require her attendance.

- Reclassify accessory structures (sheds, fences, signs) from major to minor reviews, reducing the burden on staff, the board, and applicants for items that do not affect the primary structure.
- Develop historic preservation design guidelines to provide property owners with advance clarity on acceptable materials and design approaches, reducing surprises during the Certificate of Appropriateness process.

Council Member Paul raised the topic of potentially creating a new historic district covering Grid 1 and Grid 2 (the residential areas east of downtown, south of Lakeshore), consistent with a survey effort underway by St. Cloud Main Street under the leadership of Representative Stark. Ms. Manning clarified that new areas are not added by extending the existing district but by creating entirely new historic districts, each with its own design guidelines and regulations.

Mayor Robertson expressed concern about including the lakefront area in any new historic district, noting that the City is actively pursuing redevelopment of that corridor and that historic designation could impose restrictions that hinder economic development.

Council Member Urban and Council Member Fletcher echoed this position.

City Attorney Mantzaris stated that recent Senate Bill 180 may affect the City's ability to impose new historic districts with development restrictions and indicated this would need to be analyzed.

Council directed staff to proceed with exploring the creation of new historic districts limited to Grid 1 and Grid 2, excluding the lakefront, and to return with cost estimates of the regulatory burden on property owners in those areas as part of the next presentation.

Council asked the City Attorney to review the implications of Senate Bill 180 before any formal action is taken.

6. Discussion regarding Hopkins Park

This item was taken out of agenda order and heard before Item 5.

Stephanie Holtkamp, Parks and Recreation Director, reported on follow-up actions taken in response to Council direction from the April 9, 2026, Council meeting regarding the Hopkins Park Summer Camp. At that meeting, Council had directed that the four current summer camp participants residing within the designated Hopkins Park neighborhood who had not aged out or moved away would have their fees waived and be provided transportation to the Civic Center, and that all prior-year participants be granted a 30-day hold on their spaces while additional financial resources were sought.

Ms. Holtkamp presented a solution that would allow summer camp to operate at Hopkins Park for the summer of 2026 without delaying the broader Hopkins Park redevelopment project. She recommended the following approach for the 2026 summer camp season: delay city construction until after camp ends; allow camp to be held at Hopkins Park; open enrollment to any city resident in demonstrated financial need (not limited to the Hopkins Park neighborhood); require all participants to complete CDBG eligibility paperwork, including

proof of residency, SNAP/EBT eligibility notice, and most recent tax return; accept participants on a first-come, first-served basis up to the 42-person capacity, with at least 22 participants (51%) required to meet CDBG income qualifications for the program to remain grant-eligible. She noted that there will be no summer camp at Hopkins Park in 2027 due to construction, and that staff will use the intervening period to develop a sliding-fee schedule and scholarship program applicable to all future summer camp programs citywide. The model was drawn from the City of Orlando's approach of funding community center programs through CDBG grants in targeted lower-income areas.

Regarding the food program, staff confirmed that Second Harvest Food Bank had agreed to serve the Civic Center location and was expected to confirm Hopkins Park as well, pending notification from staff.

City Manager Veronica Miller noted that Hopkins Heroes would be asked to assist with redistributing any unconsumed food to a local shelter.

All Council members expressed strong support for the solution.

Deputy Mayor Gilbert praised staff for being solution oriented.

Council Member Paul emphasized that the Hopkins Park redevelopment project must not be further delayed, noting that many residents have long awaited those improvements and that some are in urgent need of the sewer upgrades.

Council Member Fletcher and Deputy Mayor Gilbert both commended the collaborative effort among staff departments that produced the resolution.

V. Adjournment: 7:50 p.m.

Mayor Christian B. Robertson

ATTEST:

City Clerk, Ivy Llauro

Minute Approved: _____



Meeting: July 16, 2026

Agenda Item Type: Public Hearings
Ordinance No. 2026-07 Whaley Platt Project
#CPA25-00011

Community Development Agenda Item:

FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-07, an ordinance of the City Council of the City of St. Cloud, Florida, adopting a Large Scale Comprehensive Plan Amendment Pursuant to Section 163.3184 Florida Statutes 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) **ACTION ON ORDINANCE NO. 2026-07**

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.

Due to the acreage of the site, State law requires two public hearings: one during the transmittal stage and a second for final adoption. This public hearing is to consider the adoption of the proposed Comprehensive Plan amendment.

The proposed amendment has already been transmitted to the reviewing agencies, and no comments were received from the Department of Commerce. Staff recommends approval of this request, as it is consistent with the goals, objectives, and policies of the Comprehensive Plan.

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 Marshall. Passed 5-0.

Staff reviewed this request for a Comprehensive Plan Amendment on or before March 13, 2026, with no objections. Staff recommends **APPROVAL** to transmit Ordinance No. 2026-07 to the Department of Commerce (DOC) for CPA25-00011 Comprehensive Plan Amendment (Large-Scale) to change the Future Land Use from Mixed-Use (County) to Mixed-Use (City).

Finance Director's Comments:

N/A

Procurement Director's Comments:

N/A

City Manager's Comments:

City Manager recommends approval

City Council Action:

7/16/26 - Final Action

5/14/26 - Motion to approve transmittal by Paul. Seconded by Urban. Passed 4-0

3/12/26 - Motion to approve the First Reading & Introduction by Paul. Seconded by Urban. Passed 5-0.

Attachments:

1. 1 CPA25-00011 Whaley Platt Staff Report CC 7.16.26
2. 2 CPA25-00011 Whaley Platt Ordinance No. 2026-07 CC 7.16.26
3. 3 CPA25-00011 Whaley Platt SCR CC 7.16.26
4. RESPONSE - FDOT
5. RESPONSE - FLORIDA COMMERCE



DRC Case No. /Ord. No.
CPA25-00011/2026-07

Type of Application
Comprehensive Plan
Amendment: Large-Scale

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 Jr
Associate Planner

City Council Staff Report

Meeting Date: July 16, 2026

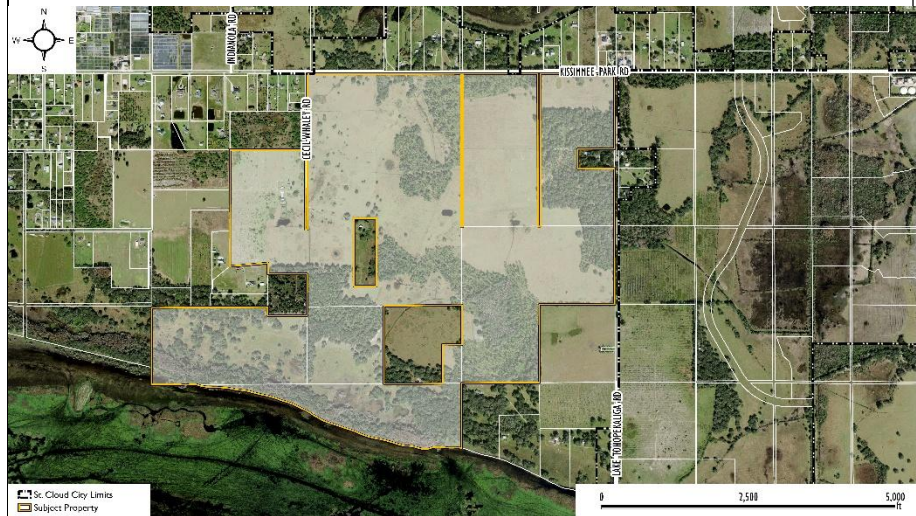


Figure 1 – Aerial Map

Request

The applicant is requesting consideration of a Large-Scale Comprehensive Plan Amendment from Mixed-Use (County) to Mixed-Use (City) for approximately +/- 743.53 acres of land, as 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.

Due to the acreage of the site, State law requires two public hearings: one during the transmittal stage and a second for final adoption. This public hearing is to consider the adoption of the proposed Comprehensive Plan amendment.

The proposed amendment has already been transmitted to the reviewing agencies, and no comments were received from the Department of Commerce. Staff recommends approval of this request, as it is consistent with the goals, objectives, and policies of the Comprehensive Plan.

The property was annexed into the City on May 14, 2026, through Ordinance No. 2026-06. Concurrently, the Comprehensive Plan Amendment to change the future land use designation from County MXD (Mixed-Use District) to City MIX (Mixed-Use) was transmitted to the State for review. In addition, the City approved the Developer's Agreement through Resolution No. 2026-014R, recognizing and honoring the existing and pending development entitlements established through Osceola County. The property is anticipated to be developed as a mixed-use community consisting of single-family and multifamily residential uses, together with supporting commercial development.

Consistency with the St. Cloud Comprehensive Plan

In preparing the recommendation, staff reviewed the proposed Future Land Use Map amendment for consistency with the Goals, Objectives, and Policies of the City of St. Cloud Comprehensive Plan. The Comprehensive Plan defines Mixed Use Future Land Use Designation as intended to promote a balanced mix of activities-residence, shops, schools, workplace, parks, etc. It allows residential uses with densities ranging from 5 dwelling units per acre up to 25 dwelling units per acre.

Future Land Use Element - Objective 1.1: Land Uses. The City shall regulate land uses on the Future Land Use Map to ensure coordination with existing and adjacent land uses and maximum densities for land use categories through the following policies.

Future Land Use Element – Objective 4.1: Mixed Use (MX). Provide the future land use category which is intended to promote a balanced mix of activities-residence, shops, schools, workplace, parks, etc. It allows residential uses with densities ranging from 5 dwelling units per acre up to 25 dwelling units per acre. It also allows for non-residential uses with intensities ranging from .35 FAR to 2.5 FAR. These density and intensity standards may be modified for a Mixed-Use District through the adoption of a Conceptual Master Plan, or other approved development process, as long as the average density and intensity for the Mixed-Use District continues to meet or exceed the minimum standards as established herein.

The following table summarizes adjacent Future Land Use designations, Zoning districts and existing uses.

TABLE 1: ZONING & FUTURE LAND USE OF NEIGHBORING PROPERTIES		
<i>Zoning</i>	<i>Future Land Use</i>	<i>Existing Land Use</i>
“MXD”: Mixed-Use (County) “MIX”: Mixed-Use (City)	Mixed-Use (County) Mixed-Use (City)	Single-Family – Improved Pastureland – Vacant
“MXD”: Mixed-Use (County) “MIX”: Mixed-Use (City)	Mixed-Use (County) Mixed-Use (City)	No Acreage /Residential – Vacant
“MXD”: Mixed-Use (County)	Mixed-Use (County)	Pastureland – Vacant Pastureland 2 – Vacant Orchard Groves – Vacant
“MXD”: Mixed-Use (County)	Mixed-Use (County)	Pastureland 1 – Improved

Figures 2 & 3 below depict the current Future Land Use and Zoning districts within the city.

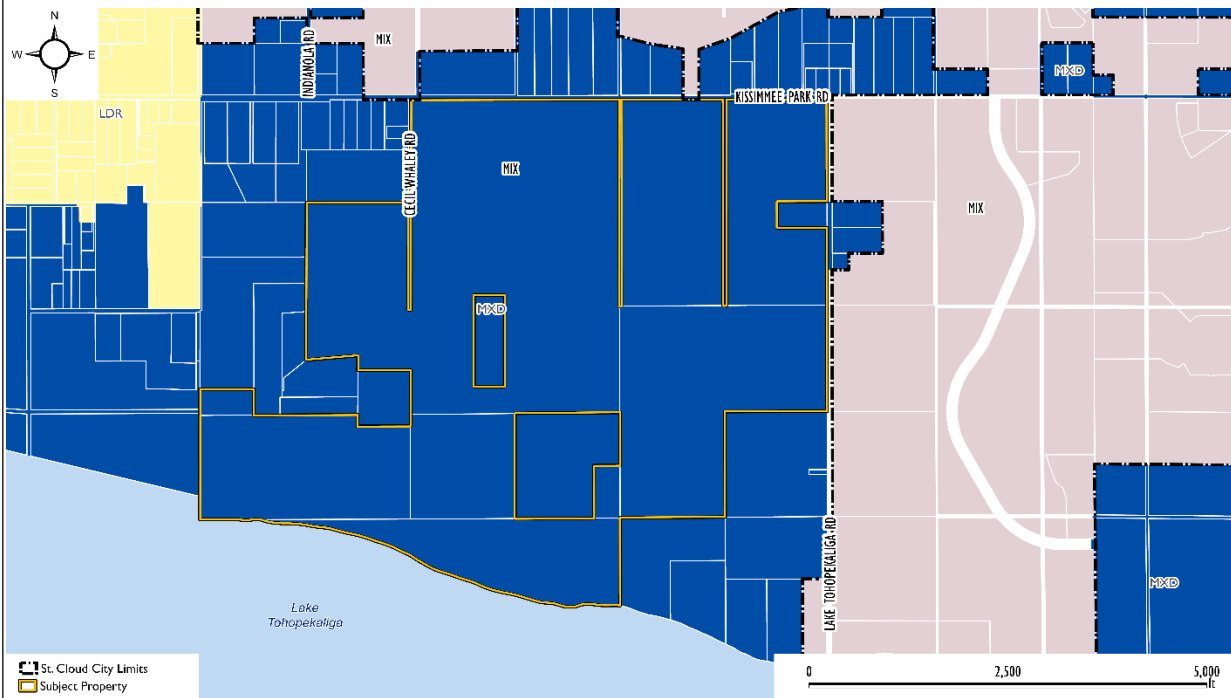


Figure 2 – Future Land Use Map

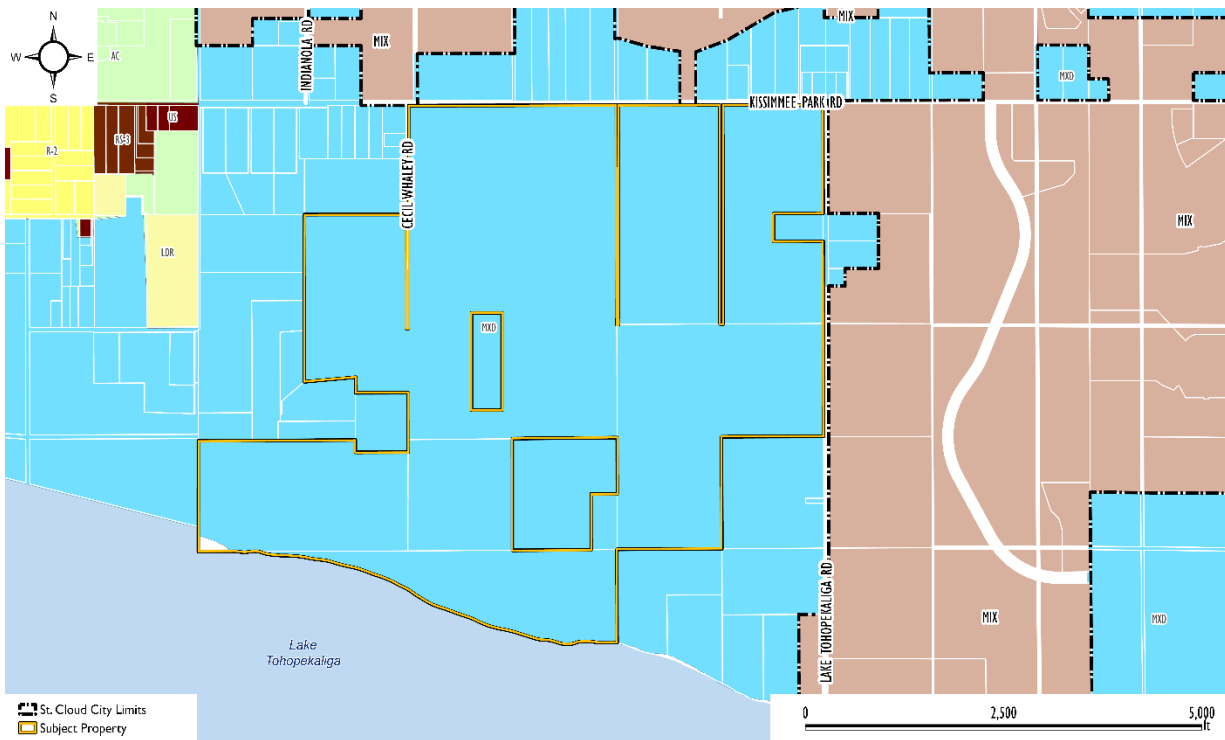


Figure 3 – Zoning Map

Prior Planning and County Approvals

The subject property and surrounding areas were included in Osceola County's East Lake Toho Element (CPA 09-0010), which was adopted by the Osceola County Board of County Commissioners in 2010 and implemented the East Lake Toho Conceptual Master Plan (CMP).

The East 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).

Prior approvals and associated development entitlements were approved by City Council through a separate Development Agreement (DVA25-00007).

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 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."

The project is requesting a Future Land Use change from Mixed-Use (County) to Mixed-Use (City). This request will include an extension of public infrastructure and facilities as outlined in Article 7 of the Joint Planning Agreement. The development will honor the preexisting and pending entitlements approved in Osceola County and will be in accordance with the preservation of natural wetland areas, community open space, and amenity centers; therefore, making it a natural and planned continuation of the land use pattern.

2. The proposed change would create an isolated district unrelated to the 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).”

The request for a Mixed-Use (City) Future Land Use designation will support the westward expansion of the City's boundaries, while aligning with the adjacent or planned Mixed-Use zoning districts. This designation will promote a more cohesive and diverse mix of commercial and residential development, while establishing the infrastructure improvements needed to accommodate the area's increasing density.

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.”

The Mixed-Use (City) Future Land Use reflects prior approvals under Osceola County. The School Board will retain its right to collect Educational System Impact Fees for all residential development within Whaley-Platt. It also requests dedication, not a donation of a 20-acre usable K-8 school site, with required infrastructure and improvements. A hold on all SDPs is requested until an agreement addressing school capacity impacts is executed. The Board does not oppose residential expansion if impacts are properly mitigated and will continue monitoring facility impacts with future approvals.

4. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change;

“Not Applicable.”

The existing district boundary is not illogically drawn since the area west of the Florida's Turnpike is transitioning from Mixed-Use (County) to Mixed-Use (City) and is consistent with the East Lake Toho Element of the Comprehensive Plan. Figure 2 depicts the Future Land Use designations surrounding the subject properties.

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.”

The proposed change would not have an adverse effect on the Comprehensive Plan. Policy 1.1.1 of the Future Land Use Element states that the Future Land Use Map will contain and identify appropriate locations for land use categories.

6. Change or changing 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.”

Since this project is contiguous the City limits, the proposed request is necessary for development approvals. The proposed Mixed-Use Future Land Use designation is compatible with the existing land use patterns in the area and is consistent with the intent of Policy 1.1.2 Conceptual Master Plan of the East Lake Toho Element which serves as the guide for future growth and development.

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.”

The proposed Comprehensive Plan Amendment should not adversely affect living conditions in the neighborhood. The request is consistent with Objective 1.2. of the East Lake Toho Element, meeting the City’s mixed-use policies and the East Lake Toho Conceptual Master Plan.

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”

Any increase in traffic or impact on public safety shall be mitigated through the collection of mobility and public safety impact fees. Furthermore, Transportation Impact Analyses shall be required upon submittal of a Site Development Plan or Subdivision Construction Plan to ensure traffic congestion is being adequately mitigated.

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.”

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. Any proposed stormwater system will be reviewed during the Site Development Plan or Subdivision Construction Plan process.

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.”

Design standards will be implemented during review of the Site Development Plan or Subdivision Construction 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 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.”

The proposed change should not adversely impact property values of the adjacent area. It complements the existing Mixed-Use designations 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 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.”

This proposed Comprehensive Plan Amendment request should not hinder the improvement of adjacent properties. The request to Mixed Use (City) will not prevent future development in neighboring areas as the development program has been captured in the East Lake Toho Element of the Comprehensive Plan.

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.”

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.

“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.”

This request is subsequent to the adoption of the Annexation (Ordinance No. 2026-06) and the transmittal of the proposed Comprehensive Plan Amendment located within the Joint Planning Area (JPA) boundary, which adheres to policy 1.1.6 of the East Lake Toho Element and establishing the Future Land Use required to support the Mixed-Use Zoning District.

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.”

The proposed change to Mixed-Use is not out of scale since surrounding parcels in the area have Mixed-Use Future Land Use designations.

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 described in the Land Development Code for Mixed Use District.”

While similar Future Land Use designations exist in other areas of the city, the surrounding neighborhoods in Osceola County have an approved Conceptual Master Plan for the Mixed-Use district. This request for Mixed-Use (City) Future Land Use emulates the approved entitlements that existed on the subject property within Osceola County’s jurisdiction.

Consistency with Florida Statutes (F.S.)

The proposed Comprehensive Plan Amendment (CPA) application will follow the requirements for comprehensive plan amendments as specified in Chapter 163 and Chapter 166, Florida Statutes.

- **Chapter 166.041, F.S.** The Ordinance shall be enacted consistently with the procedures outlined in Florida Statutes.
- **Chapter 163.3174, F.S.** This amendment was heard by the Planning Commission, acting as the Local Planning Agency, on March 17, 2026. Their recommendation will be presented to the City Council at their meeting on March 12, 2026, for transmittal to the Department of Commerce.
- **Chapter 163.3184, F.S.** This large-scale CPA Map Amendment is being transmitted to the Department of Commerce (DOC) consistent with the Expedited State Review procedures established in Chapter 163.3184, Florida Statutes (F.S.).

Staff Recommendation

Staff reviewed this request for a Comprehensive Plan Amendment on or before March 13, 2026, with no objections. Staff recommends **APPROVAL** to transmit Ordinance No. 2026-07 to the Department of Commerce (DOC) for CPA25-00011 Comprehensive Plan Amendment (Large-Scale) to change the Future Land Use from Mixed-Use (County) to Mixed-Use (City).

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 Paul. Seconded by Urban. Passed 5-0.

The City of St Cloud's Whaley Platt CPA25-00011 was assigned the reference number 26-01ESR by the State for the Expedited State Review process. No comments or objections were received from the State in response to CPA25-00011.

Attachments

- Ordinance No. 2026-07
- School Capacity Report
- Response – FDOT
- Response – Florida Commerce

RETURN TO:
CITY OF ST. CLOUD
DEPT OF COMMUNITY DEVELOPMENT
1300 9TH STREET
ST. CLOUD, FL 34769

ORDINANCE NO. 2026-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN ADMENDMENT PURSUANT TO SECTION 163.3184 FLORIDA STATUTES 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.

WHEREAS, Chapter 163.3167, Florida Statutes, 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 17th, 2026, and,

WHEREAS, the City did transmit its analysis of the proposed amendment to the agencies as required by State Statute, and any other interested parties; and,

WHEREAS, the State Land Planning Agency and required reviewing agencies did review the proposed amendment as outlined in Chapter 163, Florida Statutes; 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 25-00011, as shown on Exhibit "A", and described as follows:

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 $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA.

AND

THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 30 EAST, LESS THAT PORTION LYING WITHIN THE FOLLOWING DESCRIPTION:

FROM THE NORTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA, RUN SOUTH, ALONG THE EAST LINE OF SAID SOUTHWEST $\frac{1}{4}$, 762.72 FEET TO THE POINT OF BEGINNING; RUN THENCE SOUTH $89^{\circ} 48' 05''$ WEST 662.77 FEET TO THE WEST LINE OF THE EAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$; RUN THENCE SOUTH $00^{\circ} 02' 18''$ WEST ALONG SAID WEST LINE 700.0 FEET, RUN THENCE NORTH $89^{\circ} 48' 05''$ EAST 663.30 FEET TO THE EAST LINE OF SAID SOUTHWEST $\frac{1}{4}$; RUN THENCE NORTH, 700.00 FEET TO THE POINT OF BEGINNING.

PARCEL 7 - (30-26-30-0000-0070-0000)

TRACT 1:

THE EAST $\frac{1}{2}$ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA; LESS BEGINNING 800 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHEAST $\frac{1}{4}$, 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 $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$.

AND

TRACT 2:

THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA, LESS THE EAST 25 FEET THEREOF.

AND

TRACT 3:

THE NORTHWEST $\frac{1}{4}$ OF NORTHEAST $\frac{1}{4}$ OF SOUTHWEST $\frac{1}{4}$ 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 $\frac{1}{4}$ OF SAID SECTION 30, RUN NORTH $89^{\circ} 54' 54''$ EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST $\frac{1}{4}$, 1310.31 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION; RUN THENCE SOUTH $00^{\circ} 03' 58''$ WEST ALONG THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$, 658.85 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$, SAID POINT BEING THE POINT OF BEGINNING; RUN THENCE NORTH $89^{\circ} 42' 07''$ EAST ALONG THE SOUTH LINE OF SAID NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$, 651.26 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$; RUN THENCE NORTH $00^{\circ} 12' 37''$ EAST ALONG THE EAST LINE OF SAID NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ 80.0 FEET; RUN THENCE SOUTH $85^{\circ} 18' 56''$ 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 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 700.0 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.

- A. The City of St. Cloud Future Land Use Map, 2026, is amended to show the property as “Mixed-Use”,
- 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 16th day of July 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 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



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

SDOC#: 2021/22-0016

DRC#: CPA25-00011

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.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720

JARED W. PERDUE, P.E.
SECRETARY

June 18, 2026

Ralph Keith Jr
Associate Planner
Department of Community Development
1300 9th Street
St. Cloud, FL 34769
ralph.keith@stcloudfl.gov

Subject: City of St. Cloud Proposed Comprehensive Plan Amendment 26-01ESR

Dear Mr. Keith,

Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation (FDOT) reviewed the proposed amendment City of St. Cloud 26-01ESR.

CPA Background:

The Proposed Large-Scale Comprehensive Plan Amendment (CPA) (Ordinance No. 2026-07), locally designated as CPA 25-00011 is a privately initiated Future Land Use Map (FLUM) amendment on 743.53 acres, going from Mixed Use (County) to Mixed Use (City). The project has been approved for the development of up to 2,818 residential dwelling units (DU), including detached/attached single family, multifamily, townhomes, apartments, as well as supportive commercial/office/civic uses, neighborhood centers and active and passive recreation/social areas. Concurrently, the applicant has requested an Annexation (Ordinance No. 2026-06) and a Zoning Map Amendment (Ordinance No. 2026-08) from "MXD" Mixed-Use (County) to "MIX" Mixed-Use (City). The affected parcel is located north/east of Lake Tohopekaliga, east of Osceola Road, south of Kissimmee Park Road, and west of Lake Tohopekaliga Road and Florida's Turnpike (SR 91) in the City of St. Cloud.

FDOT Analysis:

This proposed amendment will yield no change to the development plan, which would result in a zero net trip change in trip generation potential; therefore, an analysis was not conducted. The CPA does not include a traffic study. However, the staff report notes a traffic study will be conducted upon submittal of the site development plan application. As there are no changes to the densities/intensities, **FDOT does not have any comments on the proposed comprehensive plan amendment.**

Technical Assistance Comment:

- As noted in the staff report, the land use pattern has evolved over the last several years with the addition of Edgewater approved for 7,000 DU, Bella Tara approved for 2,013 DU, and other similar master planned mixed-use communities. **FDOT requests that the City coordinate with the department when the traffic study is conducted to assess potential adverse impacts to transportation resources or facilities of state importance.**

We appreciate the opportunity to review the proposed amendment. Please transmit a copy of the amendment, along with the supporting data and analysis, to the District upon its adoption. The Department reserves the right to comment if the proposed amendment changes between transmittal and adoption.

Thank you for coordinating the review of this proposed amendment with FDOT. If you have any questions, you may contact me in the Planning Department at 386-943-5421 or by email at tiffany.hill@dot.state.fl.us.

Sincerely,

A handwritten signature in black ink, appearing to be 'TH' followed by a stylized flourish.

Tiffany Hill
Planning Supervisor II

cc: Christina Nazaire, FL Commerce
Steven Buck, FDOT

June 22, 2026

The Honorable Chris Robertson
Mayor, City of St. Cloud
1300 9th Street
St. Cloud, Florida 34769

Dear Mayor Robertson,

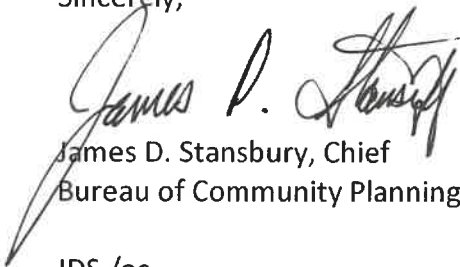
FloridaCommerce has reviewed the proposed comprehensive plan amendment for the City of St. Cloud (Amendment No. 26-01ESR) received on May 21, 2026. The review was completed under the expedited state review process. FloridaCommerce has no comment on the proposed amendment.

The local government should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, FloridaCommerce has enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the local government is reminded that:

- Section 163.3184(3)(b), Florida Statutes (F.S.), authorizes other reviewing agencies to provide comments directly to the local government. **If the local government receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- The local government shall hold a second public hearing, which shall be a hearing on whether to adopt the comprehensive plan amendment. **If the local government fails, within 180 days after receipt of agency comments, to hold the second public hearing, the amendment is deemed withdrawn** unless extended by agreement with notice to the state land planning agency and any affected person that provided comments on the amendment pursuant to section 163.3184(3)(c)1., F.S. **If the amendment is not adopted at the second public hearing, the amendment shall be formally adopted by the local government within 180 days after the second public hearing is held or the amendment is deemed withdrawn.**
- **The adopted amendment must be transmitted to FloridaCommerce within 30 working days after the final adoption hearing or the amendment shall be deemed withdrawn pursuant to 163.3184(3)(c)2., F.S.** Under section 163.3184(3)(c)2. and 4., F.S., **the amendment effective date** is 31 days after FloridaCommerce notifies the local government that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

If you have any questions concerning this review, please contact Ailin Cano, Planning Analyst, by telephone at (850)-717-8443 or by email via Ailin.Cano@Commerce.fl.gov.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS /ac

Enclosure(s): Procedures for Adoption

cc: Ralph Keith Jr., Associate Planner, City of St. Cloud

Tara McCue, Executive Director, East Central Florida Planning Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (<https://fldco.my.salesforce-sites.com/cp/>) or submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council, Water Management District, Department of Transportation, Department of Environmental Protection, Department of State, the appropriate county (municipal amendments only), the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only), and the Department of Education (amendments relating to public schools), and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package.

_____ Summary description of the adoption package, including any amendments proposed but not adopted.

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date.

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government.

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact.

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required.

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s).

Suggested effective date language for the adoption ordinance for expedited review:

"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."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review.

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment.

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.



Meeting: July 16, 2026

Agenda Item Type: Public Hearings
Ordinance No. 2026-08 Whaley Platt Project
#ZMA25-00014

Community Development Agenda Item:

FINAL PUBLIC HEARING 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) **ACTION ON ORDINANCE NO. 2026-08** (This is a Quasi-Judicial proceeding)

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 property was annexed into the City on May 14, 2026, through Ordinance No. 2026-06. Concurrently, the Comprehensive Plan Amendment to change the future land use designation from County MXD (Mixed-Use District) to City MIX (Mixed-Use) was transmitted to the State for review. In addition, the City approved the Developer's Agreement through Resolution No. 2026-014R, recognizing and honoring the existing and pending development entitlements established through Osceola County. The property is anticipated to be developed as a mixed-use community consisting of single-family and multifamily residential uses, together with supporting 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.

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 Zoning Map Amendment on or before March 13, 2026, with no objections. Staff recommends **APPROVAL** of Ordinance No. 2026-08 for a Zoning Map Amendment from “MXD” Mixed Use (County) to “MIX” Mixed Use (City) for approximately +/- 743.53 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:

7/16/26 - Final Action

3/12/26 - Motion to approve the First Reading & Introduction by Paul. Seconded by Urban. Passed 5-0.

Attachments:

1. 1 ZMA25-00014 Whaley Platt Staff Report CC 7.16.26
2. 2 ZMA25-00014 Whaley Platt Ordinance No. 2026-08 CC 7.16.26
3. 3 ZMA25-00014 Whaley Platt SCR CC 7.16.26



DRC Case No. /Ord. No.
ZMA25-00014 /2026-08

Type of Application
Zoning Map Amendment

Case Name
Whaley Platt

Applicant/Owner
Hawk Platt, LLC

Agent
Metro Development
Group

Address/Location
North of Lake
Tohopekalgia, East of
Osceola Road, South of
Kissimmee Park Road,
and West of Lake
Tohopekalgia 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

City Council Staff Report

Meeting Date: July 16, 2026

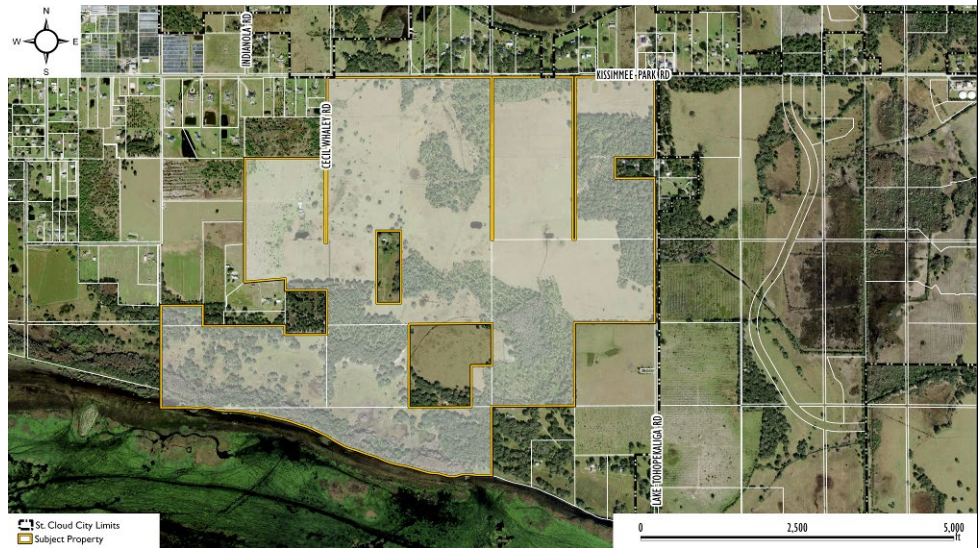


Figure 1 – Aerial Map

Request

The applicant is requesting consideration of a Zoning Map Amendment from "MXD" Mixed Use (County) to "MIX" Mixed Use (City) for approximately +/- 743.53 acres of land. The subject property is shown in **Figure 1** above.

Background

The subject property is located north of Lake Tohopekalgia, east of Osceola Road, south of Kissimmee Park Road, and west of Lake Tohopekalgia 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 property was annexed into the City on May 14, 2026, through Ordinance No. 2026-06. Concurrently, the Comprehensive Plan Amendment to change the future land use designation from County MXD (Mixed-Use District) to City MIX (Mixed-Use) was transmitted to the State for review. In addition, the City approved the Developer's Agreement through Resolution No. 2026-014R, recognizing and honoring the existing and pending development entitlements established through Osceola County. The property is anticipated to be developed as a mixed-use community consisting of single-family and multifamily residential uses, together with supporting commercial development.

TABLE 1: ZONING & FUTURE LAND USE OF NEIGHBORING PROPERTIES		
Zoning	Future Land Use	Existing Land Use
“MXD” : Mixed-Use (County) “MIX” : Mixed-Use (City)	Mixed-Use (County) Mixed-Use (City)	Single-Family – Improved Pastureland – Vacant
“MXD” : Mixed-Use (County) “MIX” : Mixed-Use (City)	Mixed-Use (County) Mixed-Use (City)	No Acreage /Residential – Vacant
“MXD” : Mixed-Use (County)	Mixed-Use (County)	Pastureland – Vacant Pastureland 2 – Vacant Orchard Groves – Vacant
“MXD” : Mixed-Use (County)	Mixed-Use (County)	Pastureland 1 – Improved

Figures 2 & 3 below depict the current Future Land Use and Zoning districts within the City.

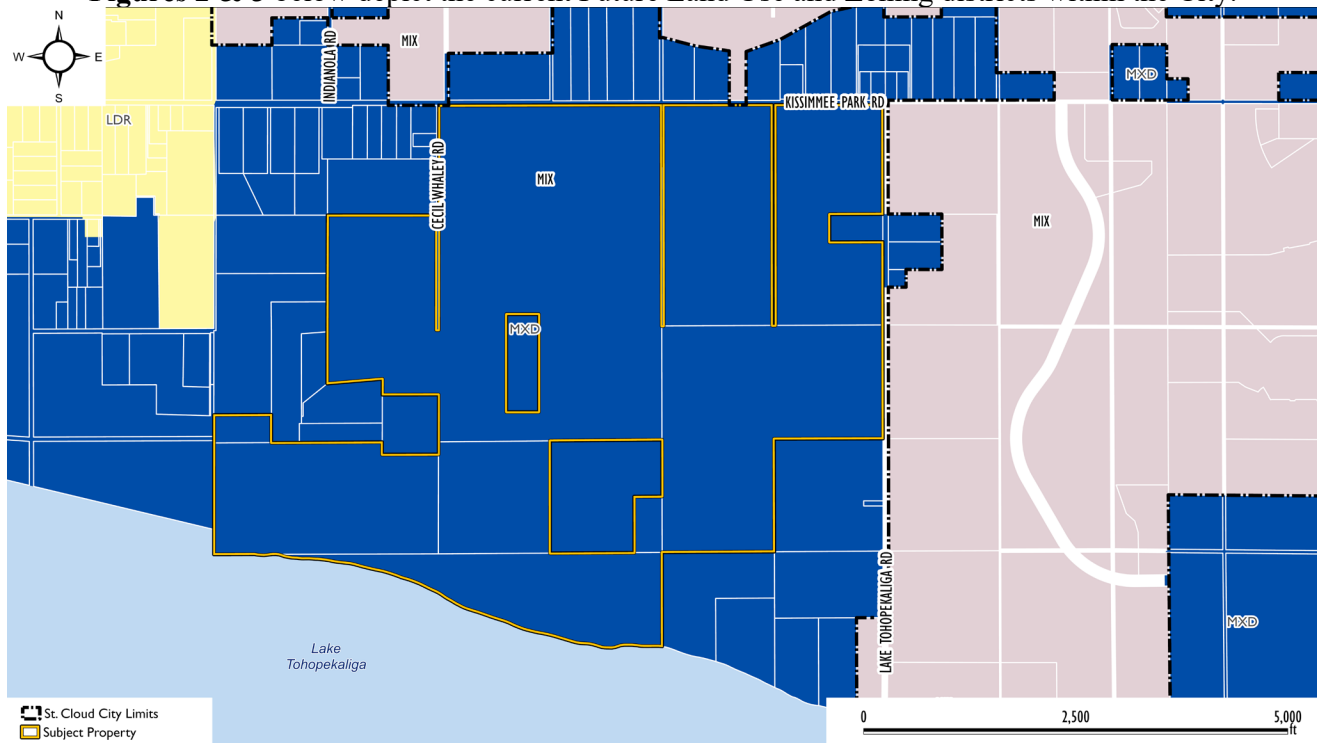


Figure 2 – Future Land Use Map

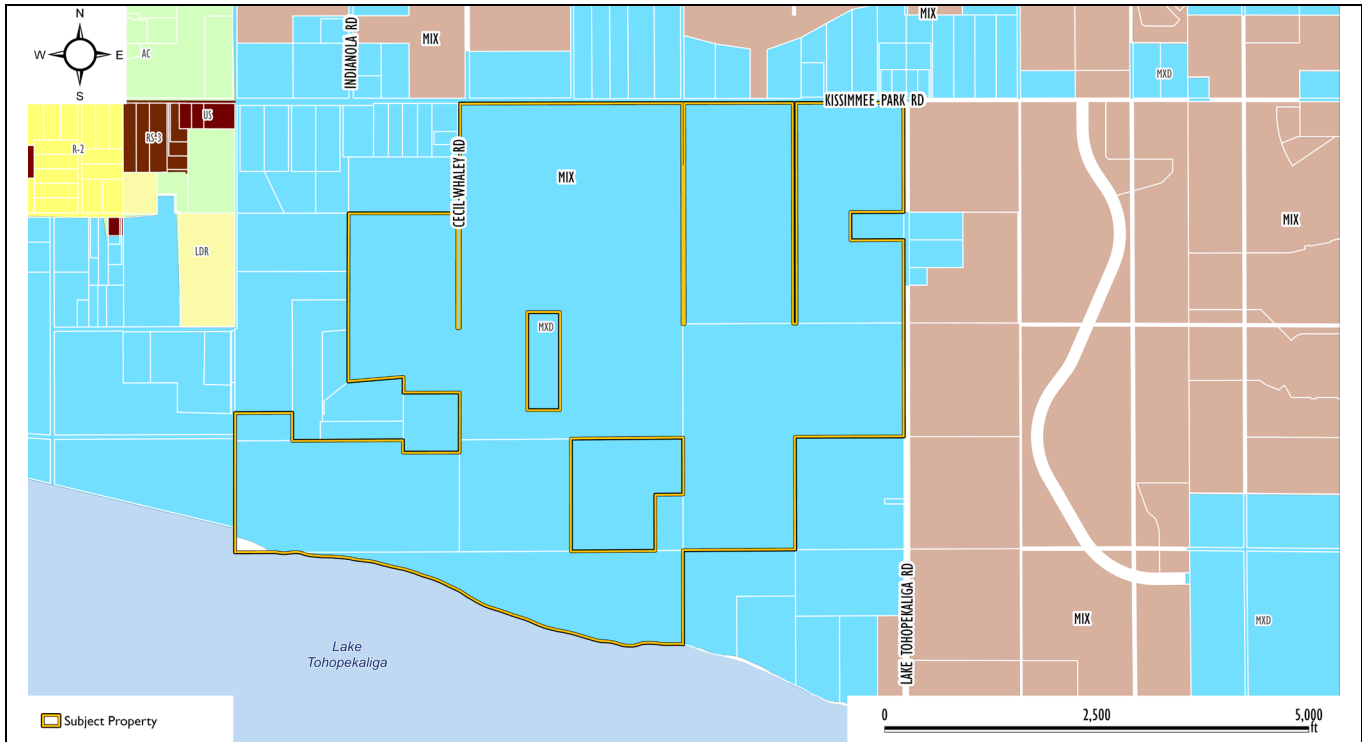


Figure 3 - Zoning Map

Prior Planning and County Approvals

The subject property and surrounding areas were included in Osceola County's East 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 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).

Prior approvals and associated development entitlements were adopted through a separate Development Agreement (DVA25-00007).

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 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 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.”

The applicant’s request for “MIX” zoning is consistent with the Future Land Use of Mixed-Use. Furthermore, the request for a rezoning aligns with the Joint Planning Agreement (JPA) and the established development pattern in the area.

2. The proposed change would create an isolated district unrelated to the 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).”

The proposed change would not create an isolated district, as the adjacent properties also have Mixed-Use zoning designations. The applicant is proposing to develop approximately 743.53 acres in accordance with the pre-approved entitlements granted by Osceola County.

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.”

The “MIX” zoning reflects prior approvals under Osceola County. The School Board will retain its right to collect Educational System Impact Fees for all residential development within Whaley-Platt. It also requests dedication of a 20-acre usable K-8 school site, with required infrastructure and improvements. A hold on all SDPs is requested until an agreement addressing school capacity impacts is executed. The Board does not oppose residential expansion if impacts are properly mitigated and will continue monitoring facility impacts with future approvals.

4. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change;

“Not Applicable.”

The existing district boundary is not illogically drawn since the proposed zoning is consistent with the surrounding area. The subject property is surrounded by Mixed-Use zoning districts that support both commercial and residential uses. Based on the adjacent Mixed-Use zoning designations that are contiguous to the subject property, development is consistent with this area. The zoning pattern reflects a gradual transition from agricultural to residential development, which is typical of many suburban areas where agricultural lands are gradually developed for residential and commercial purposes as infrastructure expands. This proposed development is in harmony with the zoning and land use trends in the area and represents a logical continuation of the existing development pattern.

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.”

The proposed annexation and development of the area is consistent with the land use plan and will not adversely affect the comprehensive plan.

6. Change or changing 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.”

This change is necessary because the subject property was annexed into the City limits and is currently zoned for Mixed-Use (County). The request for a Zoning Map Amendment to “MIX” Mixed-Use (City) is compatible with the adjacent districts to the north and east. This change aligns with the Mixed-Use future land use designation and supports a diverse mix of uses, which is consistent with the existing land use pattern in the area.

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.”

The proposed development should not adversely influence living conditions in the area. The subject property is surrounded by existing residential and rural development, and the proposed zoning should not alter the quality of life for existing residents by improving the infrastructure and providing connections to commercial amenities. The subject property is subject to follow all land development regulations prior to approval of development permits.

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”

The project should not adversely affect traffic or public safety. Subsequent County development approvals include future roadway improvements and Transportation Impact Analyses shall be required at Site Development Plan or Subdivision Construction Plan, to ensure traffic congestion is being adequately mitigated for.

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.”

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. 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;

“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.”

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 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.”

The proposed change should not adversely impact property values of the adjacent area as it is designed with surrounding properties in mind. It complements the existing Mixed-Use designations, reinforcing the increasing development pattern. Furthermore, it supports the goals and objectives of the East Lake Toho Element of the Comprehensive Plan by fostering neighborhoods with diverse densities, ultimately enhancing community vibrancy and sustainability.

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.”

This proposed zoning change should not hinder the improvement of adjacent properties. The requested Zoning Map Amendment to “MIX” Mixed Use (City) will not prevent future development in neighboring areas.

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.”

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;

“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.”

The proposed Zoning Map Amendment will establish the necessary Zoning District to support the increased density range required for the Mixed-Use Future Land Use Designation.

15. Whether the change suggested is out of scale with the needs of the neighborhood of 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.”

The proposed change is consistent with the scale of the existing development in the area. While the character of the area is shifting from agricultural to residential and commercial uses, the request aligns well with the scale and character of the neighborhood. Additionally, this area is recognized in the City’s East Lake Toho Element of the Comprehensive Plan, and the City intends to adopt the County-approved Concept Plan.

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 described in the Land Development Code for Mixed Use District.”

The request for the “Mix” Zoning District supports the Mixed-Use Future Land Use established for the subject parcels. Making the requested Zoning Map Amendment necessary for development approvals.

School Capacity Report

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.

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:*** 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 13, 2026, with no objections. Staff recommends **APPROVAL** of Ordinance No. 2026-08 for a Zoning Map Amendment from “MXD” Mixed Use (County) to “MIX” Mixed Use (City) for approximately +/- 743.53 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 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.

On March 12, 2026, - Motion to approve the First Reading & Introduction by Paul. Seconded by Urban. Passed 5-0.

Attachments

- Ordinance No. 2026-08
- School Capacity Report

RETURN TO:
CITY OF ST. CLOUD
COMMUNITY DEVELOPMENT DEPARTMENT
1300 9TH STREET
ST. CLOUD, FL 34769

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.

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 proposed Future Land Use designation of “Mixed Use”; 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 "Mixed Use" zoning district classification for the property described below and as shown on Exhibit "A":

LEGAL DESCRIPTION

PARCEL 2 - (29-26-30-0000-0050-0000)

NORTH ONE-HALF (N. $\frac{1}{2}$) OF SOUTHWEST ONE-QUARTER (S. W. $\frac{1}{4}$), LESS R/W, AND THE SOUTHWEST ONE-QUARTER (S.W. $\frac{1}{4}$) OF THE SOUTHWEST ONE-QUARTER (S.W. $\frac{1}{4}$) 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 $\frac{1}{2}$ (S. $\frac{1}{2}$) OF THE SOUTHWEST $\frac{1}{4}$ (S. W. $\frac{1}{4}$) OF THE NORTHWEST $\frac{1}{4}$ (N. W. $\frac{1}{4}$) OF THE SOUTHWEST $\frac{1}{4}$ (S.W. $\frac{1}{4}$) OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA.

PARCEL 5 - (30-26-30-0000-0015-0000)

TRACT 1:

THE WEST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA.

TRACT 2:

THE EAST HALF OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA.

AND

THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 30 EAST, LESS THAT PORTION LYING WITHIN THE FOLLOWING DESCRIPTION:

FROM THE NORTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA, RUN SOUTH, ALONG THE EAST LINE OF SAID SOUTHWEST $\frac{1}{4}$, 762.72 FEET TO THE POINT OF BEGINNING; RUN THENCE SOUTH $89^{\circ} 48' 05''$ WEST 662.77 FEET TO THE WEST LINE OF THE EAST $\frac{1}{4}$ OF

THE SOUTHWEST $\frac{1}{4}$; RUN THENCE SOUTH $00^{\circ} 02' 18''$ WEST ALONG SAID WEST LINE 700.0 FEET, RUN THENCE NORTH $89^{\circ} 48' 05''$

EAST 663.30 FEET TO THE EAST LINE OF SAID SOUTHWEST $\frac{1}{4}$; RUN THENCE NORTH, 700.00 FEET TO THE POINT OF BEGINNING.

PARCEL 7 - (30-26-30-0000-0070-0000)

TRACT 1:

THE EAST $\frac{1}{2}$ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA; LESS BEGINNING 800 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHEAST $\frac{1}{4}$, 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 $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$.

AND

TRACT 2:

THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA, LESS THE EAST 25 FEET THEREOF.

AND

TRACT 3:

THE NORTHWEST $\frac{1}{4}$ OF NORTHEAST $\frac{1}{4}$ OF SOUTHWEST $\frac{1}{4}$ 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 $\frac{1}{4}$ OF SAID SECTION 30, RUN NORTH $89^{\circ} 54' 54''$ EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST $\frac{1}{4}$, 1310.31 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION; RUN THENCE SOUTH $00^{\circ} 03' 58''$ WEST ALONG THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$, 658.85 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$, SAID POINT BEING THE POINT OF BEGINNING; RUN THENCE NORTH $89^{\circ} 42' 07''$ EAST ALONG THE SOUTH LINE OF SAID NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$, 651.26 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$; RUN THENCE NORTH $00^{\circ} 12' 37''$ EAST ALONG THE EAST LINE OF SAID NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ 80.0 FEET; RUN THENCE SOUTH $85^{\circ} 18' 56''$ WEST, 653.70 FEET TO THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$; RUN THENCE SOUTH $00^{\circ} 03' 58''$ WEST ALONG SAID EAST LINE, 30.0 FEET TO THE POINT OF BEGINNING.

AND

TRACT 4:

THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ 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 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 700.0 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.

SECTION 2:

The property is rezoned to "MIX" Mixed Use, 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 Community Development Department.

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 the 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 shall become effective upon the effective date of Ordinance No. 2026-07 (CPA25-00011) as provided by law.

First Reading on the 12th day of March 2026.

Second Reading on the 16th day of July 2026.

CITY OF ST. CLOUD

Christian B. Robertson, Mayor

ATTEST:

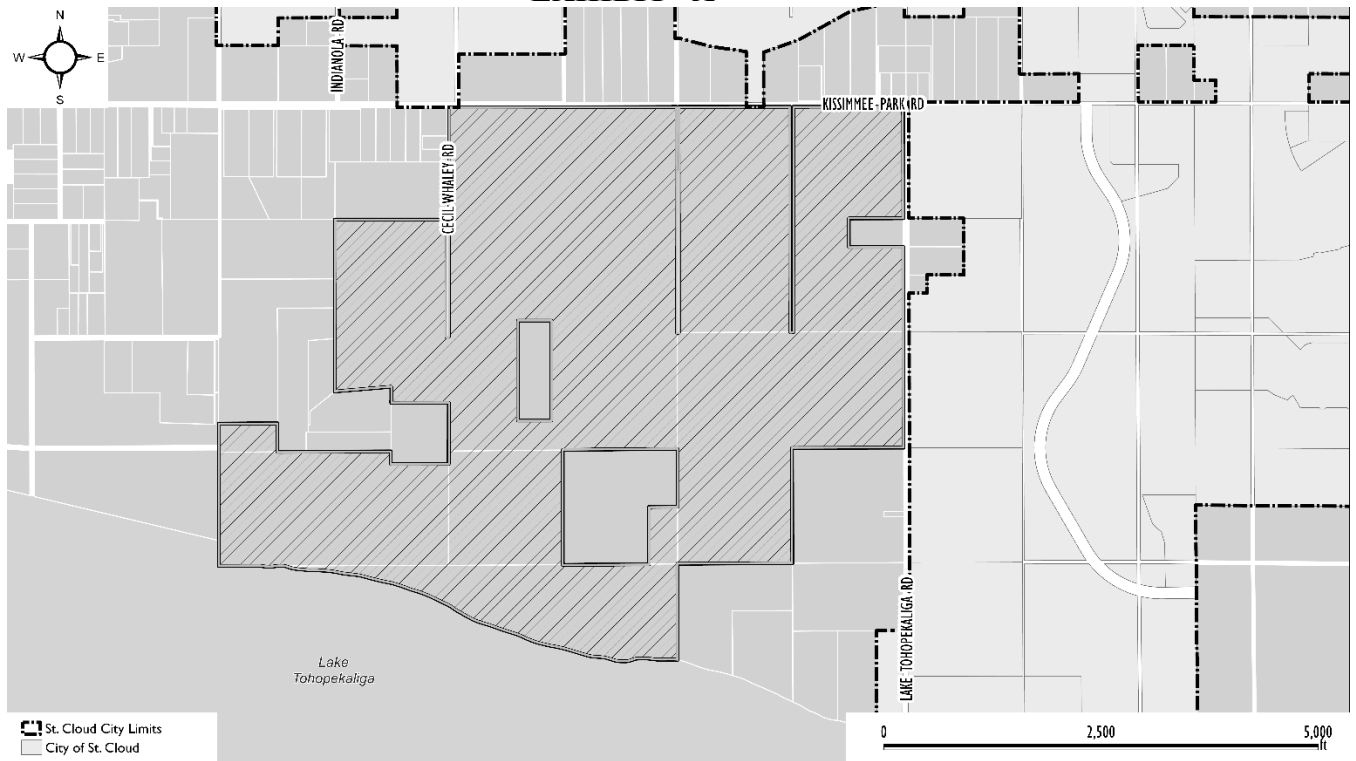
Ivy Llauro, City Clerk

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).

29-26-30-0000-0050-0000
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



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

SDOC#: 2021/22-0016

DRC#: ZMA25-00014

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: July 16, 2026

Agenda Item Type: Public Hearings
Ordinance No. 2026-24 Nova Road Outparcels
Project #ZMA25-00022

Community Development Agenda Item:

FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-24, 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 +/- 7.17 acres identified as Nova Road Outparcels, Project #ZMA25-00022, from "CCC" Community Center Core (County) to "CCC" Community Center Core (City), generally located north of East Irlo Bronson Memorial Highway, east of Nova Road, south of Wondrous Place, and west of Bradley Drive, 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. 2026-24 (This is a Quasi-Judicial proceeding)**

Strategic Key Focus Areas:

High-Performing Government

Background Information:

The subject property is generally located north of East Irlo Bronson Memorial Highway, east of Nova Road, south of Wondrous Place, and west of Bradley Drive. The property consists of two parcels totaling approximately +/- 7.17 acres. The parcels currently have a zoning designation of "CCC" Community Center Core (County). The City adopted the standards for "CCC" Community Center Core from the County, so these standards are consistent as developments annex.

The subject parcels were annexed into the City through Project ANX25-00012, approved by Ordinance No. 2025-37. Following annexation, the parcels were assigned a Future Land Use designation through CPA24-00007, adopted by Ordinance No. 2024-50, as part of the City's Future Land Use Element update. The purpose of this project is to establish zoning for the two subject parcels consistent with the adopted Future Land Use designation, thereby allowing for commercial development and commercial land uses in accordance with the City's Land Development Code and Comprehensive Plan.

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 June 16, 2026, the Planning Commission - Motion to recommend approval by Grigsby. Seconded by Bridgeforth. Passed 5-0.

Staff reviewed this request for a Zoning Map Amendment on or before May 18, 2026, with no objections. Therefore, staff recommends **APPROVAL** of Ordinance No. 2026-24 for a Zoning Map Amendment from "CCC" Community Center Core (County) to "CCC" Community Center Core (City) for approximately +/- 7.17 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:

7/16/26 - Final Action

6/11/26 - Motion to approve the First Reading & Introduction by Urban. Seconded by Paul. Passed 5-0.

Attachments:

1. 1 ZMA25-00022 Nova Road Outparcels Staff Report CC 7.16.26
2. 2 ZMA25-00022 Nova Road Outparcels Ordinance 2026-24 CC 7.16.26
3. 3 ZMA25-00022 School Capacity Report

DRC Case No. /Ord. No.
ZMA25-00022 /2026-24

Type of Application
Zoning Map Amendment

Case Name
Nova Road Outparcels

Applicant/Owner
GEP XI Nova Road
LLC

Agent
KPM Franklin c/o Alex
Goetz

Address/Location
North of East Irlo
Bronson Memorial
Highway, East of
Nova Road, South of
Wondrous Place, and
West of Bradley
Drive.

Parcel ID #
09-26-31-4004-0001-
0010
09-26-31-4004-0001-
0020

Total Land Area
+/- 7.17 acres

Project Planner
Ralph Keith Jr.
Associate Planner

City Council Staff Report

Meeting Date: July 16, 2026

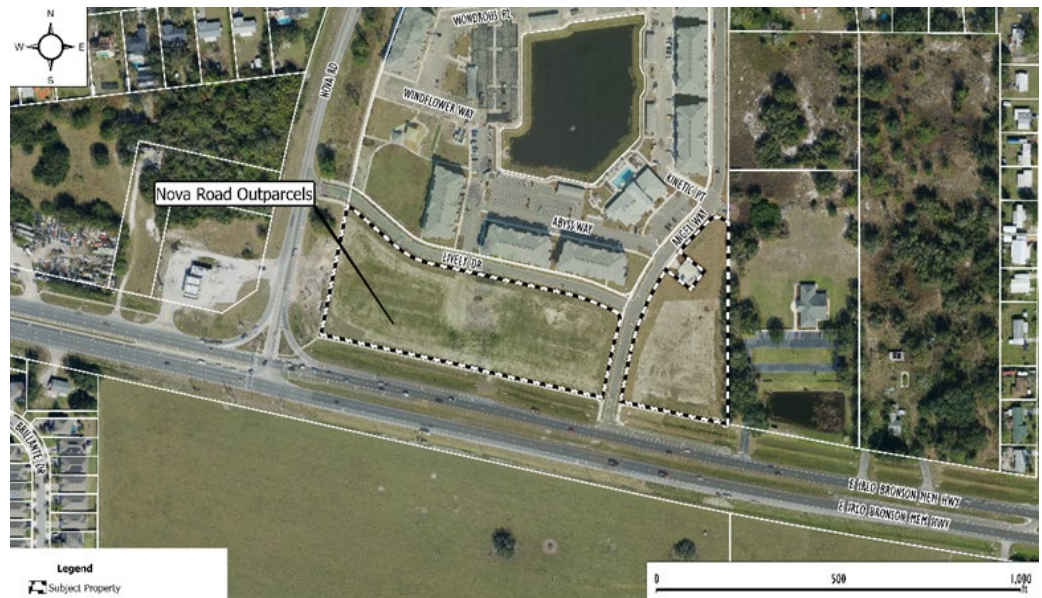


Figure 1 – Aerial Map

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 +/- 7.17 acres of land. The subject property is shown in **Figure 1** above.

Background

The subject property is generally located north of East Irlo Bronson Memorial Highway, east of Nova Road, south of Wondrous Place, and west of Bradley Drive. The property consists of two parcels totaling approximately +/- 7.17 acres. The parcels currently have a zoning designation of "CCC" Community Center Core (County). The City adopted the standards for "CCC" Community Center Core from the County, so these standards are consistent as developments annex.

The subject parcels were annexed into the City through Project ANX25-00012, approved by Ordinance No. 2025-37. Following annexation, the parcels were assigned a Future Land Use designation through CPA24-00007, adopted by Ordinance No. 2024-50, as part of the City's Future Land Use Element update. The purpose of this project is to establish zoning for the two subject parcels consistent with the adopted Future Land Use designation, thereby allowing for commercial development and commercial land uses in accordance with the City's Land Development Code and Comprehensive Plan.

Current Minimum and Maximum density for development on the property is as follows:

<i>Existing FLU</i>	<i>Min. Units</i>	<i>Max. Units</i>
<i>Community Center (City)</i>	<i>18 du/acre</i>	<i>40 du/acre</i>

**Calculated per gross acreage*

<i>Existing FLU</i>	<i>Min. FAR</i>	<i>Max. FAR</i>
<i>Community Center (City)</i>	<i>0.25 FAR</i>	<i>1.0 FAR</i>

**Minimum FAR requirements, as they apply to specific development or phase development, may be modified through the preliminary subdivision (PS) or site development plan (SDP) process only if the proposed first phase building(s) meets siting and BTL requirements, and the applicant can demonstrate that the minimum FAR can be achieved with future phases. For developments with transitional FAR, a site plan depicting how future development will meet minimum FAR must be provided at the time of site development plan (SDP) process.*

The following table summarizes adjacent Future Land Use designations, Zoning districts and existing use.

TABLE 2: ZONING & FUTURE LAND USE OF NEIGHBORING PROPERTIES			
Direction	Future Land Use	Zoning	Existing Land Use
North	JPA Community Center	Zoning Designation Pending	Multi-Family
East	JPA Community Center	“CCP” : Community Center Perimeter	Churches – Improved
West	Commercial	“PUD” : Planned Unit Development	Retail Convenience Store
South	JPA Community Center (County)	“CCP” : Community Center Perimeter (County)	Pastureland – Improved

Figures 2 & 3 below depict the current Future Land Use and Zoning districts within the City.

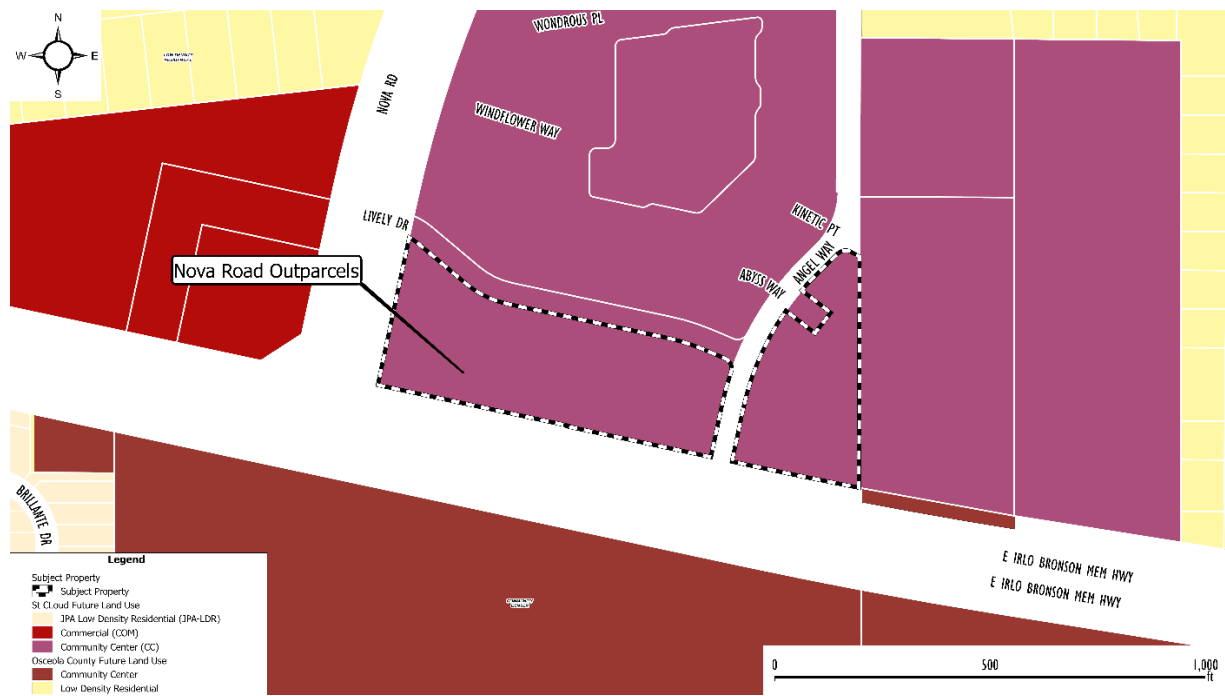


Figure 2 – Future Land Use Map



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. No 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 subject site occupies a strategic location within this annexed area and represents the logical core of the emerging Community Center envisioned by the City's planning framework. Its central position and proximity to existing and planned infrastructure make it ideally suited for the Community Center Core (CCC) zoning district. This designation will promote a cohesive development pattern that integrates seamlessly with surrounding properties, allowing for a balanced mix of residential, commercial, and civic uses that serve both residents and the broader community."

The proposed change is consistent with the surrounding land use patterns and development. Currently, the subject site is zoned Community Center Core "CCC" under Osceola County; the request is to rezone it to Community Center Core "CCC" within the City of St. Cloud. This change supports the City's vision for higher-density development along key corridors like Nova 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 north. The proposed change promotes continuity with the surrounding urban growth pattern and supports a more integrated and walkable community.

2. The proposed change would create an isolated district unrelated to the adjacent and nearby districts;

"The proposed rezoning will not result in the creation of an isolated zoning district that is inconsistent or incompatible with adjacent or nearby districts. The subject property was annexed as part of a broader annexation effort encompassing multiple parcels within the area, all of which fall under the Urban JPA Infill Center designation. This district was specifically established to encourage coordinated redevelopment, higher-intensity mixed uses, and walkable community centers along key corridors such as Nova Road and State Road 192."

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. Rather than introducing a disconnected zoning district, this request represents a logical expansion of the "CCC" zone, supporting cohesive urban development and promoting continuity with the area's planned growth

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 will not result in any material alteration to the existing population density patterns within the surrounding area, nor will it overburden existing public facilities or infrastructure. The proposed development is strictly commercial in nature and, as such, does not contribute to residential growth or population increases.

Consequently, the project will have no measurable effect on population density or demographic distribution.

Furthermore, the development will continue to be served by the same utility provider that currently services the area. Whether the property remains under county jurisdiction or is incorporated within the city, the source and capacity of utility services—including water, wastewater, and electricity will remain unchanged. Therefore, the proposed change will not create any additional demand on public utilities or require expansion of existing service capacities.”

The existing Future Land Use Designation of JPA Community Center has already been adopted and establishes the minimum and maximum density. This request is to ensure the zoning district assigned is compatible with the existing Future Land Use.

The school capacity report indicated that a more accurate report can be generated with the submittal of a detailed site development plan application which indicates the number of dwelling units proposed.

4. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change;

“The existing district boundaries are not illogically drawn in relation to the current conditions of the property. The boundaries accurately reflect the established development pattern and are consistent with the surrounding land uses and infrastructure. The property has been developed in a manner that aligns with the intent and purpose of the existing zoning designation. Additionally, there are no irregularities or inconsistencies between the district boundaries and the physical or functional characteristics of the site. The current delineation provides a logical transition between adjacent land uses and maintains compatibility with the broader development context of the area.

Therefore, while the proposed change is intended to support the continuation or enhancement of existing commercial activity, it does not seek to correct any irregularity or error in the original zoning boundary placement.”

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 proposed change would not be contrary to the Land Use Plan and would not have any adverse effect on the City’s Comprehensive Plan. The subject property was recently annexed into the City and assigned a corresponding Future Land Use (FLU) designation consistent with the City’s long-range vision and development framework. The current request simply seeks to establish a zoning classification that aligns with the recently adopted FLU designation to ensure consistency between the land use and zoning maps. This action represents an administrative step to maintain compliance with the City’s Comprehensive Plan and to implement the intended development pattern envisioned at the time of annexation. As such, the proposed zoning change directly supports, rather than conflicts with, the objectives and policies of the Comprehensive Plan.”

The proposed Zoning Map Amendment is consistent with the Future Land Use designation of JPA Community Center and will not adversely impact the Comprehensive Plan.

6. Change or changing conditions make the passage of the proposed amendment necessary;

“Changed conditions make the passage of the proposed amendment both appropriate and necessary. Earlier this year, the property was formally annexed into the City pursuant to an approved annexation agreement, which established the intent to bring the site under the City’s jurisdiction and planning framework. As part of that process, the property was assigned a corresponding Future Land Use designation consistent with the City’s Comprehensive Plan. The proposed zoning amendment is therefore a logical next step to implement the terms of the annexation agreement and to ensure consistency between the land use and zoning maps. This change reflects the evolving jurisdictional and planning conditions of the property and is necessary to align the regulatory framework with the City’s adopted vision for future development of the area.”

The approved annexation and Comprehensive Plan Amendment make this Zoning Map Amendment necessary.

Furthermore, the approved Community Center Core “CCC” zoning districts 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. The development and characteristics of the area are evolving pursuant to the needs of the City and the Comprehensive Plan, thus allowing for the consideration of this Zoning Map Amendment.

7. The proposed change will adversely influence living conditions in the neighborhood;

“The proposed change will not adversely influence living conditions in the surrounding neighborhood. The property is designated for commercial use under the City’s adopted

Future Land Use Map and is located within an area already characterized by similar nonresidential uses and supporting infrastructure. The proposed zoning is consistent with the established development pattern and will not introduce new or incompatible activities that could negatively affect nearby residential areas. Appropriate buffering, access management, and site design standards will be applied through the City’s development review process to ensure compatibility and maintain the quality of life for adjacent properties. As such, the proposed change will complement the existing character of the area and is not anticipated to have any adverse effect on living conditions in the neighborhood.”

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;

“The proposed change will not create or excessively increase traffic congestion, nor will it adversely affect public safety. The proposed zoning is consistent with the existing and planned roadway network and aligns with the previously approved Future Land Use designation for the property. The site has direct access to an established public roadway designed to accommodate commercial traffic, and no changes are proposed that would exceed the capacity of the surrounding transportation system. Any future development on the property will be subject to site plan review, during which a detailed traffic impact analysis will be conducted as required by the City to ensure that adequate access, circulation, and safety measures are maintained. Additionally, the proposed use type is not anticipated to generate traffic volumes beyond what was envisioned under the City’s Comprehensive Plan. Therefore, the amendment will not negatively impact roadway

conditions or compromise public safety.”

The proposed Zoning Map Amendment is consistent with traffic patterns and should not excessively increase traffic congestion or negatively affect public safety. However, 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;

“The proposed change will not create or contribute to any drainage problems. The property is already served by established stormwater infrastructure designed to accommodate existing and future development consistent with the adopted Future Land Use designation. Any future site development will be required to comply with the City’s and the Water Management District’s stormwater management regulations, which ensure that post-development runoff rates do not exceed pre-development conditions. Detailed engineering and drainage plans will be reviewed and approved during the site plan permitting process to confirm that adequate retention and treatment capacity are provided. As such, the proposed change will not adversely impact on-site or off-site drainage conditions and will maintain compliance with all applicable stormwater management standards.”

It is not anticipated that the development will cause drainage problems. 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 change will not reduce light or air to adjacent areas. The property’s proposed zoning and intended commercial use are consistent with the existing development pattern and surrounding land uses. Future development on the site will be required to comply with all applicable setbacks, height, and landscaping standards established by the City’s Land Development Regulations, which are designed to preserve adequate separation between structures and ensure continued access to light and air for neighboring properties. Additionally, the site is not directly adjacent to any high-density residential uses, further minimizing the potential for impacts. Through compliance with these design and dimensional standards, the proposed change will maintain appropriate building spacing, protect visual openness, and ensure that natural light and air circulation to adjoining areas remain unaffected.”

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 will not adversely affect property values in the adjacent area. The requested zoning is consistent with the adopted Future Land Use designation and compatible with the surrounding pattern of commercial and nonresidential development. By aligning zoning with the City’s long-term land use vision, the change promotes orderly growth, enhances predictability, and supports continued investment in the area. The proposed development standards will ensure a high-quality site design, appropriate buffering, and compatibility with adjoining properties. These factors collectively help maintain and potentially enhance surrounding property values by contributing to a cohesive, well-planned development pattern. Therefore, the proposed amendment is expected to have a neutral or positive impact on nearby property values.”

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 proposed change will not be a deterrent to the improvement or development of adjacent properties in accordance with existing regulations. On the contrary, the requested zoning will complement the established development pattern and support continued investment in the surrounding area. The proposed designation is compatible with adjacent land uses and aligns with the City’s adopted Future Land Use Map, ensuring regulatory consistency across property lines. By maintaining appropriate access, buffering, and design standards, the change will facilitate cohesive development and encourage nearby property owners to continue improving their sites in compliance with existing codes and regulations.”

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;

“The proposed change will not constitute a grant of special privilege to an individual owner as contrasted with the public welfare. The request is consistent with the City’s Comprehensive Plan and the Future Land Use designation assigned at the time of annexation. The proposed zoning ensures uniform application of the City’s land development regulations and aligns with the zoning framework applied to similarly situated properties in the area. This action does not confer any unique or undue benefit to the property owner but rather brings the site into conformity with City standards and the established development pattern. The amendment serves the broader public interest by promoting orderly growth, consistency between land use and zoning, and efficient provision of public services.”

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.

“There are substantial reasons why a reasonable use of the property cannot be accomplished under the existing zoning. The property was recently annexed into the City and, as a result, currently does not have an assigned City zoning designation. Without an approved zoning classification, development of any kind cannot proceed under the City’s jurisdiction. The proposed amendment is therefore necessary to establish the appropriate City zoning district consistent with the Future Land Use designation adopted at the time of annexation. This action will provide the regulatory framework required to enable development consistent with City standards, ensuring orderly growth, and coordinated infrastructure.”

The existing zoning district under Osceola County is Community Center Core “CCC”. Due to the annexation of the subject property, an existing City zoning district is required to be assigned. The City’s Community Center Core “CCC” is consistent with the existing County zoning and is merely ensuring they have a city assigned zoning district.

15. Whether the change suggested is out of scale with the needs of the neighborhood or the

city;

“The proposed change is not out of scale with the needs of the neighborhood or the City. The requested zoning classification is compatible with surrounding land uses and is consistent with the scale and intensity envisioned by the City’s adopted Future Land Use designation. The property is located within an area that already supports similar commercial and service-oriented uses, indicating that the proposed change is appropriate and responsive to the existing development context. Additionally, the amendment aligns with the City’s long-term planning objectives by promoting orderly growth, providing neighborhood-serving commercial opportunities, and utilizing existing infrastructure efficiently. As such, the proposed change is appropriately scaled to meet both neighborhood and citywide needs without introducing excessive intensity or density.”

The proposed Community Center Core “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.

“It is not impossible to find other adequate sites in the City for the proposed use in districts already zoned for such use. However, the subject property represents a logical and suitable location for the proposed development given its existing access, infrastructure, and surrounding land use context. The site has recently been annexed into the City and assigned a compatible Future Land Use designation, indicating the City’s intent for this property to accommodate the type of commercial use proposed. The requested zoning simply implements that designation and ensures consistency between the land use and zoning maps. While other appropriately zoned parcels may exist elsewhere in the City, this site is uniquely positioned to support the proposed use efficiently and compatibly, consistent with the City’s goals for balanced and coordinated development.”

While other areas within the City may also support a Community Center Core “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 stated that a more accurate report can be generated with the submittal of a detailed site 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 Impact Fees.

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 May 18, 2026, with

no objections. Therefore, staff recommends **APPROVAL** of Ordinance No. 2026-24 for a Zoning Map Amendment from "CCC" Community Center Core (County) to "CCC" Community Center Core (City) for approximately +/- 7.17 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 June 16, 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 June 11, 2026, - Motion to approve the First Reading & Introduction by Urban. Seconded by Paul. Passed 5-0.

Attachments

- Ordinance No. 2026-24
- School Capacity Report

RETURN TO:
CITY OF ST. CLOUD
DEPT OF COMMUNITY DEVELOPMENT
1300 9TH STREET
ST. CLOUD, FL 34769

ORDINANCE NO. 2026-24

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 +/- 7.17 ACRES IDENTIFIED AS NOVA ROAD OUTPARCELS, PROJECT #ZMA25-00022, FROM “CCC” COMMUNITY CENTER CORE (COUNTY) TO “CCC” COMMUNITY CENTER CORE (CITY), GENERALLY LOCATED NORTH OF EAST IRLO BRONSON MEMORIAL HIGHWAY, EAST OF NOVA ROAD, SOUTH OF WONDROUS PLACE, AND WEST OF BRADLEY DRIVE, 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 “JPA 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 June 16, 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”:

1. Parcel ID: 09-26-31-4004-0001-0010
2. Parcel ID: 09-26-31-4004-0001-0020

Legal Description

LOTS 1 AND 2, MARLOWE APARTMENTS AT NOVA ROAD,
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK
34, PAGE 142, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

CONTAINING 7.17 ACRES, MORE OR LESS.

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 shall become effective as provided by law.

First Reading on the 11th day of June 2026.

Final Reading on the 16th day of July 2026.

CITY OF ST. CLOUD

Christian B. Robertson, Mayor

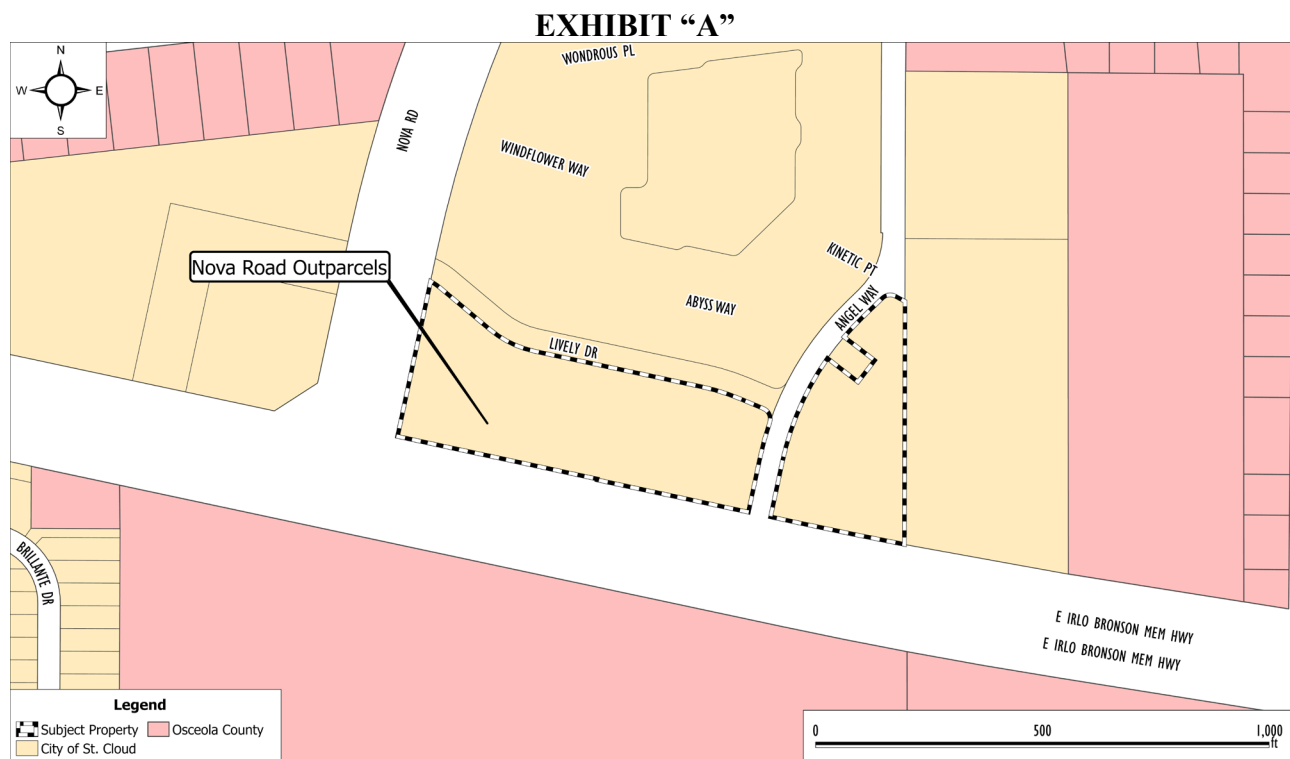
ATTEST:

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



PARCEL ID NO(S).
 09-26-31-4004-0001-0010
 09-26-31-4004-0001-0020



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

SDOC#: 2022/23-0043

DRC#: ZMA25-00022

Current FLU:CC (County)
Requested FLU: Urban Infill JPA

PROJECT NAME: Nova Road Outparcels

PROJECT LOCATION: E. Hwy. 192 & Nova Rd., St. Cloud, 34771

Current Zoning: CCC (County)
Requested Zoning: CCC (City)

COMMENTS DUE DATE: 4.15.26

PID: 09-26-31-4004-0001-0010 / 0020

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: July 16, 2026

Agenda Item Type: Public Hearings
Resolution No.2026-079R, The Cut Factory
Project #CNU26-00001

Community Development Agenda Item:

PUBLIC HEARING FOR RESOLUTION NO. 2026-079R, a resolution of the City Council of the City of St. Cloud, Florida, granting a conditional use for an "Alcoholic Beverage Establishment" at 4415 13th Street in the Highway Business "HB" Zoning District on the +/- 13.53 acres of land known as Dylan Plaza; allowing the applicant to serve beer and wine as an accessory to their primary business for "Barbershop" services, as described in the body of this resolution. (Above is full title) **ACTION ON RESOLUTION NO. 2026-079R**

Strategic Key Focus Areas:

High-Performing Government

Background Information:

The subject property is located at 4415 13th Street. Specifically, unit 006 within the Publix shopping center generally located north of Neptune Road, east of Old Canoe Creek Road, west of Sergeant Graham Drive, and south of 13th Street known as Dylan Plaza. The subject property has a Future Land Use designation of Commercial and is located within the "HB" Highway Business Zoning District.

The applicant currently operates a barbershop from the subject property, operating as The Cut Factory. Their business has maintained a city issued Business Tax Receipt and Certificate of Use since 2023. The proposed Conditional Use is seeking authorization from the council to allow for the consumption of alcoholic beverages on site, as an added service to their existing business.

Per Section 3.6.7 of the Land Development Code, Alcoholic Beverage establishments are required to go through the Conditional Use process. Additionally, the location does not conflict with section 3.14.5 of the Land Development Code regarding Alcoholic beverage establishments. More specifically, Section 3.14.5(A) which states "These establishments shall be located at least 750 feet from any public, private, or parochial, elementary, junior high, or high school, and/or church or child day care center."

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 June 16, 2026, the Planning Commission motion to recommend approval with conditions as stated by staff by Alexander, seconded by Grigsby, Bridgeforth voted nay. Passed 4-1.

Staff has reviewed this request for a Conditional Use on or before June 3rd, 2026, and recommends **APPROVAL WITH THE FOLLOWING CONDITIONS** of the request of a Conditional Use for “Alcoholic Beverage Establishment” in the “HB” Highway Business Zoning District:

- 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.This approval is for The Cut Factory located at 4415 13th Street, Unit 006 only. Upon this business leaving the subject property, the conditional use shall expire.

Finance Director's Comments:

N/A

Procurement Director's Comments:

N/A

City Manager's Comments:

City Manager recommends approval

City Council Action:

7/16/26- Final Action

Attachments:

1. CNU26-00001 The Cut Factory CC STAFF REPORT 071626
2. Resolution No. 2026-079R 071626 CC



City Council Staff Report

Meeting Date: July 16, 2026

DRC Case No.
CNU26-00001

Resolution No.
2026-079R

Type of Application
Conditional Use

Case Name
The Cut Factory

Applicant/Agent
The Cut Factory at St.
Cloud LLC/ Freddy Leonel
Ledesma

Address/Location
4415 13th Street, St. Cloud,
FL 34749

Parcel ID No.
04-26-30-0024-0001-0020

Total Land Area
+/- 13.53 acres (Plaza)
+/- 1,200 sq ft (Unit 006)

Project Planner
Shaun Raja
Senior Planner



Figure 1 – Aerial Map

Request

The applicant is requesting approval of a Conditional Use for an “Alcoholic Beverage Establishment” at 4415 13th Street Unit 006 known as The Cut Factory in the “HB” Highway Business Zoning District, as shown in **Figure 1** above.

Background

The subject property is located at 4415 13th Street. Specifically, unit 006 within the Publix shopping center generally located north of Neptune Road, east of Old Canoe Creek Road, west of Sergeant Graham Drive, and south of 13th Street known as Dylan Plaza. The subject property has a Future Land Use designation of Commercial and is located within the “HB” Highway Business Zoning District.

The applicant currently operates a barbershop from the subject property, operating as The Cut Factory. Their business has maintained a city issued Business Tax Receipt and Certificate of Use since 2023. The proposed Conditional Use is seeking authorization from the council to allow for the consumption of alcoholic beverages on site, as an added service to their existing business.

Per Section 3.6.7 of the Land Development Code, Alcoholic Beverage establishments are required to go through the Conditional Use process. Additionally, the location does not conflict with section 3.14.5 of the Land Development Code regarding Alcoholic beverage establishments. More specifically, Section 3.14.5(A) which states “These establishments shall be located at least 750 feet from any public, private, or parochial, elementary, junior high, or high school, and/or church or child day care center.”

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	“HB” Highway Business (City)	Commercial (City)	Retail
East	“HB” Highway Business (City)	Commercial (City)	Shopping Center – Multi Tenant
West	“HB” Highway Business (City)	Commercial (City)	Agricultural/Vacant, Financial Institution
South	“HB” Highway Business (City)	Commercial (City)	Municipal (City)

Figures 2 and 3 depict the current Future Land Use designations and Zoning Districts.

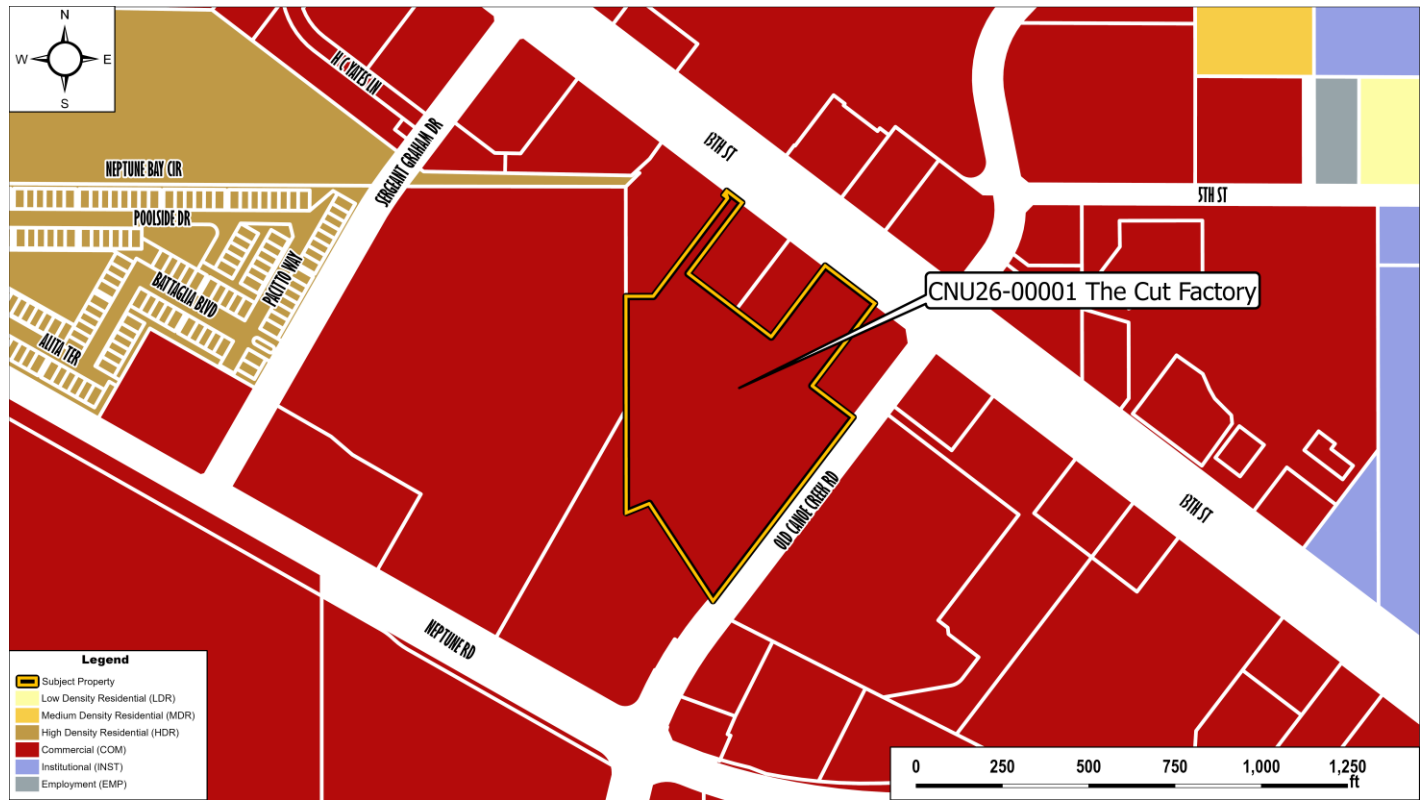


Figure 2 – Future Land Use Map

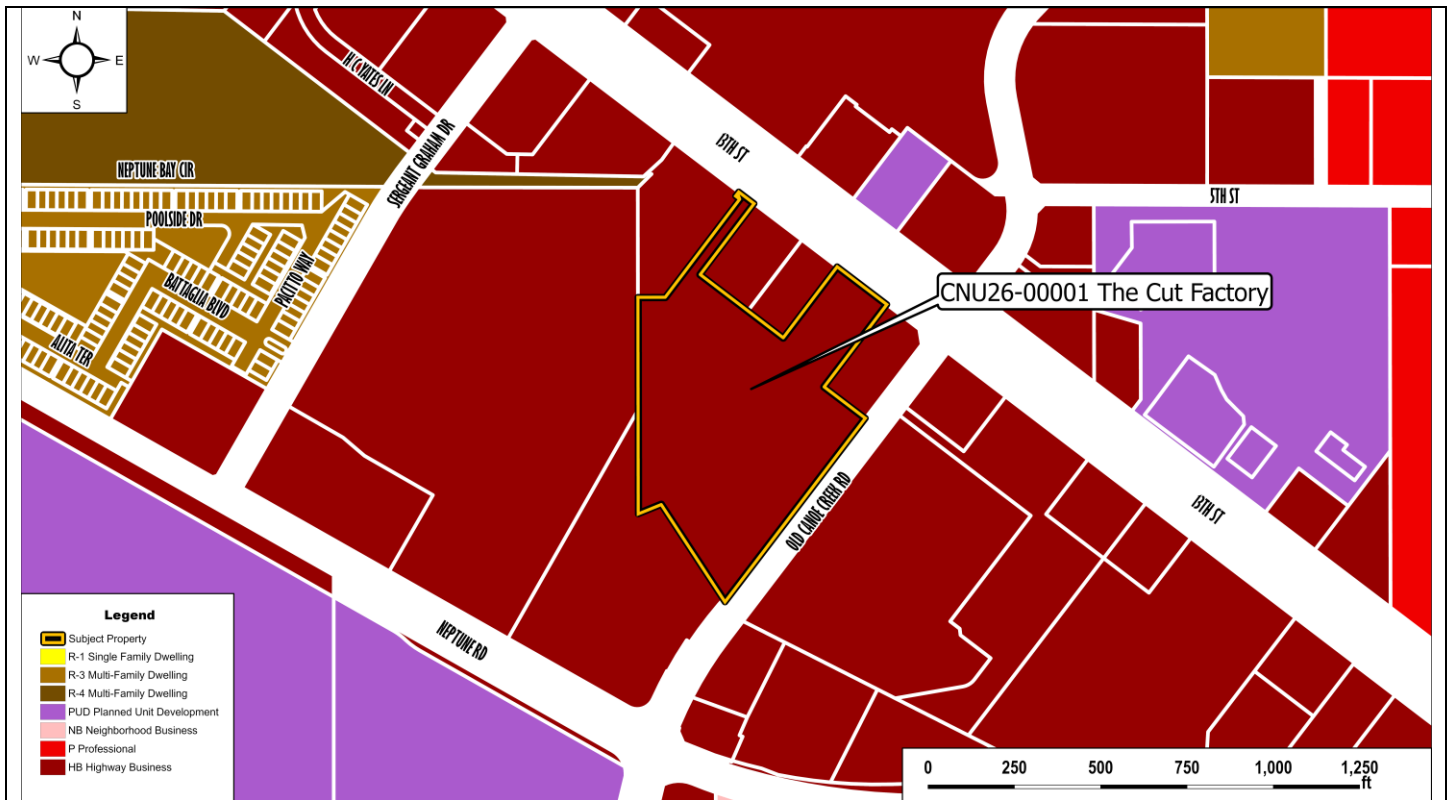


Figure 3 – Zoning Map

Public Notice

Notice of Public Hearing was mailed to property owners within 300 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.

Zoning district already supports a mix of commercial, service, and retail uses. The barbershop is an established personal service business, and adding the sale of beer and wine under a 2COP license will not alter the overall character of the site or surrounding properties.

The proposed Conditional Use is consistent with the general pattern of land development within the Highway Business zoning district. The Highway Business zoning allows for a wide variety of uses, both permissible and conditional. The existing use at this location is a barbershop, which is permitted, and the applicant will continue to operate as a barbershop with the additional sale of beer and wine to their customers for on-site consumption. According to Section 3.6.7 of the Land Development Code, Alcoholic Beverage Establishments must go through the Conditional Use process within the Highway Business Zoning designation.

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.

The request aligns with current trends of providing customers with enhanced service experiences in personal care establishments. This use is not detrimental, as it is small-scale, limited to beer and wine

only, and intended solely to complement the existing barbershop services.

The proposed Conditional Use is consistent with the trends of development within the Highway Business zoning district. The parcels to the north and east of the subject property house retail or commercial uses, while the parcel to the west is undeveloped and the one to the south houses a municipal site. The commercial locations, and specifically Highway Business zoning, are located along the 13th Street corridor to provide needed services for residents or any visitor passing through.

3. How is the conditional use consistent with the patterns of development intensity in the area or neighborhood?

Request will not increase the overall intensity of development on the property. The barbershop's floor area, seating, and parking demands will remain the same. Alcohol service is incidental and will not generate additional land use intensity beyond the existing approved use.

The proposed Conditional Use is consistent with the patterns of development intensity in the area. With the requested conditional use remaining within the intensity thresholds depicted under Policy F.1.3.6.(3) of the Future Land Use Element, as the conditional use will not contribute to any intensity increases for this location.

4. How does the conditional use have reasonable effect on existing traffic patterns, movements, and intensities without adverse impacts.

No significant effect on traffic patterns, movements, or intensities. Customer traffic will remain consistent with current barbershop operations, as no expansion of the facility or additional events are planned. The small-scale of beer and wine does not create additional demand on roadway capacity or circulation.

This proposed Conditional Use is not anticipated to have any impact on existing traffic patterns as it is setback from the main roadway and is only a small part of a larger retail center. Additionally, 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 proposed Conditional Use is expected to serve those customers that are already there for the primary purpose of the business, and on-site consumption of beer and wine is accessory to that primary barbershop use.

5. Is the conditional use consistent with the City's Comprehensive Plan?

Encourages the diversification of commercial services while maintaining compatibility with surrounding uses. Allowing this conditional use supports economic development and provide business owners with the ability to enhance services while operating responsibly within designated commercial zones.

The proposed Conditional Use can be considered consistent with the Comprehensive Plan. Specifically, the Comprehensive Plan acknowledges that significant commercial activity occurs along major corridors such as the 13th Street corridor. When evaluating the commercial land use needs, Policy F.1.3.6(2) of the Future Land Use Element states, "New commercial land uses should be encouraged to infill the Central Business District, as well as along major corridors and neighborhood intersections that provide access for both vehicles and pedestrians."

6. Can the conditional use development be designed to function effectively for its intended purpose without creating negative off-site impacts for adjoining parcels?

Function within the existing building footprint without creating noise, traffic, or other off-site impacts. Alcohol sales will be incidental, limited to on-site customers during regular business hours, and fully compliant with state and local regulations. No outdoor service or late-night operations are proposed,

ensuring no negative effects on adjoining parcels.

The proposed Conditional Use should have minimal to no off-site impacts. The site is designed for commercial retail use and is currently being utilized for that purpose. The changes being requested through the Conditional Use process are required for the zoning but are primarily for enhancing the already present customer service experience on-site.

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 June 3rd, 2026, and recommends **APPROVAL WITH THE FOLLOWING CONDITIONS** of the request of a Conditional Use for “Alcoholic Beverage Establishment” in the “HB” Highway Business Zoning District:

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. This approval is for The Cut Factory located at 4415 13th Street, Unit 006 only. Upon this business leaving the subject property, the conditional use shall expire.

Planning Commission Recommendation

On June 16, 2026, the Planning Commission motion to recommend approval with conditions as stated by staff by Alexander, seconded by Grigsby, Bridgeforth voted nay. Passed 4-1.

City Council Requested Action

The applicant is requesting approval of a Conditional Use for an “Alcoholic Beverage Establishment” at 4415 13th Street Unit 006 known as The Cut Factory in the “HB” Highway Business 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. 2026-079R

RESOLUTION NO. 2026-079R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, GRANTING A CONDITIONAL USE FOR AN "ALCOHOLIC BEVERAGE ESTABLISHMENT" AT 4415 13TH STREET IN THE HIGHWAY BUSINESS "HB" ZONING DISTRICT ON THE +/- 13.53 ACRES OF LAND KNOWN AS DYLAN PLAZA; ALLOWING THE APPLICANT TO SERVE BEER AND WINE AS AN ACCESSORY TO THEIR PRIMARY BUSINESS FOR "BARBERSHOP" SERVICES, AS DESCRIBED IN THE BODY OF THIS RESOLUTION.

WHEREAS, the applicant has made application for a Conditional Use for an "Alcoholic Beverage Establishment" and has been assigned DRC# CNU26-00001; and

WHEREAS, the Planning Commission held a public hearing on this request on June 16, 2026, at which it made a recommendation of CONDITIONAL APPROVAL; and

WHEREAS, the City Council held a public hearing on this request on July 16, 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: 04-26-30-0024-0001-0020

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA, BEING A PORTION OF LOTS 249, 264, 263, 281, 282, 283, 296, 295, 294, 313, 314, 327, 328, 345, 346, 359, 360, AND 377 AND A PORTION OF A 35 FEET WIDE PLATTED RIGHT OF WAY AND A 30 FEET WIDE PLATTED RIGHT OF WAY, SEMINOLE LAND AND INVESTMENT COMPANY'S LAKE FRONT ADDITION TO TOWN OF ST. CLOUD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGES 61 AND 62 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 4; THENCE RUN N 45°27'27" E, A DISTANCE OF 56.37 FEET; THENCE RUN N 89°20'07" W, A DISTANCE OF 15.30 FEET TO A POINT ON THE EASTERLY LINE OF LOT 8, ST. CLOUD COMMERCIAL CENTERS – A REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGES 63 AND 64 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY LINE OF LOT 8, THE FOLLOWING

TWO COURSES; THENCE RUN N 47°40'04" E, A DISTANCE OF 60.48 FEET; THENCE RUN N 35°43'34" E, A DISTANCE OF 60.99 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 192/441; THENCE RUN S 52°38'47" E, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 774.31 TO THE NORTHWESTERLY CORNER OF A LIL' CHAMP FOOD STORE PROPERTY; THENCE RUN S 37°26'06" W, ALONG THE WESTERLY BOUNDARY OF SAID LIL' CHAMP FOOD STORE PROPERTY, A DISTANCE OF 299.78 FEET TO THE SOUTHWEST CORNER OF SAID LIL' CHAMP PROPERTY; THENCE RUN S 52°38'47" E, ALONG THE SOUTHERLY LINE OF SAID LIL' CHAMP FOOD STORE PROPERTY, A DISTANCE OF 150.13 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF KISSIMMEE PARK ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 822, PAGE 192 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN S 37°24'48" W, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 670.12 FEET TO A POINT ON THE NORTHERLY LINE OF 80 FEET WIDE DEPARTMENT OF TRANSPORTATION DRAINAGE EASEMENT; THENCE RUN N 33°05'25" W, ALONG SAID NORTHERLY LINE, A DISTANCE OF 71.97 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 4; THENCE RUN N 00°03'06" E, ALONG SAID WEST LINE, A DISTANCE OF 944.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 589,479 SQ.FT., MORE OR LESS. (13.53 ACRES)

MORE SPECIFICALLY UNIT 006 CONTAINING +/- 1,200 SQ FT

SECTION 2.

The Conditional Use is for an "Alcoholic Beverage Establishment" in the Highway Business "HB" Zoning District.

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. This approval is for The Cut Factory located at 4415 13th Street, Unit 006 only. Upon this business leaving the subject property, the conditional use shall expire.

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 16th day of July 2026

CITY OF ST. CLOUD

Christian B. Robertson, Mayor

ATTEST:

Ivy Llauro, City Clerk

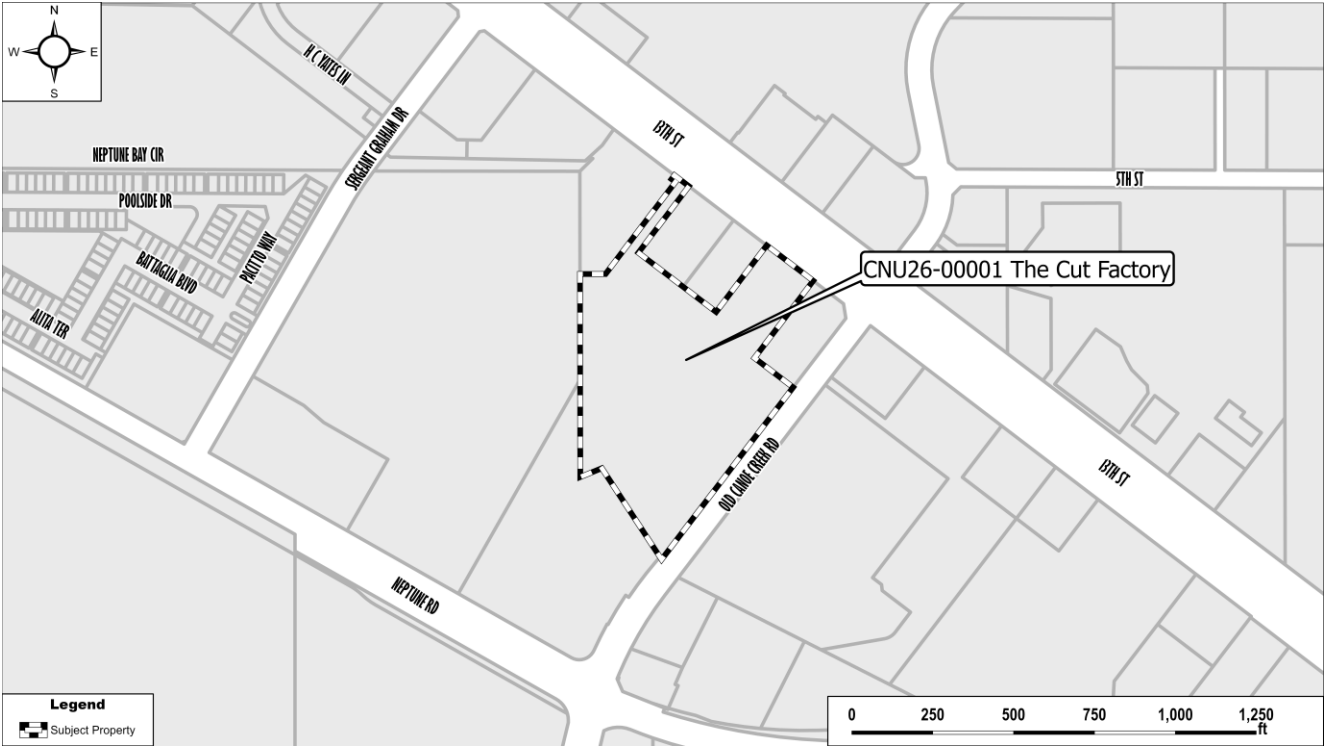
LEGAL IN FORM AND VALID IF ADOPTED:

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: 04-26-30-0024-0001-0020



Meeting: July 16, 2026

Agenda Item Type: Public Hearings
Resolution No. 2026-077R Budget Amendment
#4 FY25/26

Finance Agenda Item:

RESOLUTION NO. 2026-077R, 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. 2026-077R.**

Strategic Key Focus Areas:

High-Performing Government

Background Information:

BACKGROUND INFORMATION:

If during the fiscal year, the manager certifies that there are available for appropriation revenue in excess of those estimated in the budget, the City Council may, by resolution, make supplemental appropriation for the year up to the amount of each excess. This budget amendment number three is necessary to ensure funds are placed in the needed projects and the line items to procure services and equipment.

Specifically, this amendment provides funding for:

1. To utilize tree bank funding for trees for Peghorn Way.
2. To utilize Parks & Recreation Impact fees and a donation from Osceola County to fund the equipment needed for project PR2604 Hickory Tree Park.
3. To utilize Parks Impact Fees for the purchase of a downtown property to expand accessible public restroom facilities within the downtown area and to provide dedicated storage space for Parks & Recreation programming, special events, and park maintenance operations. Purchase price \$731,500. For the purchase of property at 1401 New York Avenue for park upgrades.
4. To recognize insurance proceeds from a destroyed side loader truck to be put towards a used replacement, to fund higher than expected vehicle maintenance costs, and to fund the scale house originally budgeted in FY 24/25 with partial deposits made, but not received until FY 25/26. Must be expensed in the fiscal year of asset receipt.
5. To recognize funding for a Florida DEP grant to complete project SW2602 Stormwater dam.

Legal Authority:

Florida Statutes Chapter 166.241 and City Code sec.2-212-Amendments after adoption.

Budget and Recommendation:

Staff recommends **APPROVAL** of this request.

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 - 07/16/2026

Attachments:

1. Resolution 2026-077R Budget Amendment #4.resolution
2. Resolution 2026-077R Budget Amendment #4.memorandum
3. Resolution 2026-077R Budget Amendment #4.documentation

RESOLUTION - NO. 2026-077R

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.

WHEREAS, the City Manager has certified there are fund balances available in the fiscal year 2025/2026 budget. The original fiscal year 2025/2026 budget as adopted by City Council in Resolution No. 2025-098R did not include these amounts, requiring the budget to be adjusted.

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

Section 1. The budget as established for fiscal year 2025/2026 is hereby amended to change the line items and projects within the funds by the amount and funding source shown:

GENERAL FUND

INCREASE

DECREASE

REVENUES:

General Fund, Prior Year Fund Balance

11,000

11,000

-

EXPENDITURES:

General Fund, Parks & Recreation, Operating Supplies

11,000

11,000

-

CAPITAL PROJECTS FUND

INCREASE

DECREASE

REVENUES:

Capital Projects Fund, Donations, Parks & Recreation

115,000

Capital Projects Fund, Interfund transfer, Parks Impact Fees

278,000

393,000

-

EXPENDITURES:

Capital Projects Fund, Machinery & Equipment, PR2604

393,000

393,000

-

PARKS IMPACT FEES

INCREASE

DECREASE

REVENUES:

Parks Impact Fee Fund, Prior Year Fund Balance

1,778,000

1,778,000

-

EXPENDITURES:

Parks Impact Fees, Intragovernmental transfers, Capital Projects

278,000

Parks Impact Fees, Buildings

1,500,000

1,778,000

-

SANITATION FUND**INCREASE****DECREASE****REVENUES:**

Sanitation Fund, Prior Year Fund Balance

347,744

Sanitation Fund, Insurance Proceeds

316,633

664,377

-**EXPENDITURES:**

Sanitation Fund, Machinery & Equipment

345,500

Sanitation Fund, Vehicle Maintenance

200,000

Sanitation Fund, Buildings

118,877

664,377

-**STORMWATER FUND****INCREASE****DECREASE****REVENUES:**

Stormwater Fund, State Grants, Other

300,000

300,000

-**EXPENDITURES:**

Stormwater Fund, Contractual Services

300,000

300,000

-

Section 2. This resolution will become effective immediately upon its adoption, but shall not be codified as a part of the St. Cloud City Code.

PASSED AND ADOPTED this _____ day of _____, 2026.

CITY OF ST. CLOUD

ATTEST:

Ivy Llauro, City Clerk

Christian B. Robertson, Mayor

LEGAL IN FORM AND VALID IF ADOPTED.

de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP

Daniel F. Mantzaris, City Attorney



MEMORANDUM

Date: July 16, 2026
 To: Veronica Miller, City Manager
 From: Jeffrey M. Cooper, Finance Director
 Subject: Detail for Budget Amendment number three via Resolution 2026-077R

This memorandum provides the detail of the amendments needed and the respective departments or projects that are affected for the fourth budget amendment to the fiscal year 2025/2026 budget.

<u>Fund</u>	<u>Account</u>	<u>Increase</u>	<u>Decrease</u>	<u>Reason</u>
General Fund	Revenue, Prior Year Fund Balance	11,000		Tree Bank Funding
	Expenditures, Police, Machinery & Equipment	11,000		Trees for Peghorn Way
Capital Project Fund	Revenue, Interfund transfer, Mobility Fee Fund	115,000		Osceola County Donation to Hickory Tree Park
	Revenue, Interfund transfer, Parks Impact Fee Fund	278,000		
	Expenditure, Capital Project, Machinery & Equipment	393,000		Project PR2604 Hickory Tree Park
Parks Impact Fee Fund	Revenue, Prior Year Fund Balance	1,778,000		
	Expenditure, Interfund transfer, Capital Projects Fund	278,000		Project PR2604 Hickory Tree Park
	Expenditure, Buildings	750,000		1401 New York Avenue
	Expenditure, Buildings	750,000		Purchase downtown property to expand parks facilities
Sanitation Fund	Revenue, Prior Year Fund Balance	347,744		
	Revenue, Insurance Proceeds	316,633		
	Expenditure, Machinery & Equipment	345,500		Used sideloader truck
	Expenditure, Vehicle Maintenance	200,000		Additional vehicle maintenance funding
	Expenditure, Buildings	118,877		Scalehouse
Stormwater Fund	Revenue, Grants, Other	300,000		FDEP Grant
	Expenditure, Contractual Services	300,000		Project SW2602 Stormwater Dam



CITY OF ST. CLOUD
BUDGET AMENDMENT
REQUEST

BUDGET AMENDMENT #: 4
FUND #: 001

DATE: 05/28/26
DEPARTMENT: Parks & Recreation

Reason/Justification for requested amendment:

To utilize tree bank funding for trees for Peghorn Way.

Recommended Funding Source	Amount	Account Number (Finance will complete)
Prior Year Fund Balance:	\$11,000	001-0000-301-00-00
Prior Year Fund Balance:		
Revenue:		
Revenue:		

Expenditure Accounts Additions Requested:

ACCOUNT NUMBER	ACCOUNT NAME	PROJECT	AMOUNT
001-7540-572-52-00	Operating Supplies		\$11,000


DEPARTMENT DIRECTOR


DIRECTOR OF FINANCE


CITY MANAGER

ESTIMATE

Middleton Farms
3469 N Canoe Creek Road
Kenansville, FL 34739

middletonfarms3@gmail.com
407-908-4885



Bill to
City of Saint Cloud

Estimate details

Estimate no.: 1009
Estimate date: 05/27/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	05/27/2026	45 gallon trees	40 live oak 3" caliper	40	\$275.00	\$11,000.00
Total						\$11,000.00

Accepted date

Accepted by



CITY OF ST. CLOUD
BUDGET AMENDMENT
REQUEST

BUDGET AMENDMENT #: 4
FUND #: 300/320

DATE: 06/03/26
DEPARTMENT: Parks & Recreation

Reason/Justification for requested amendment:

To utilize Parks & Recreation Impact fees and a donation from Osceola County to fund the equipment needs for project PR2604 Hickory Tree Park.

Recommended Funding Source	Amount	Account Number (Finance will complete)
Prior Year Fund Balance:	\$278,000	320-0000-301-00-00
Prior Year Fund Balance:		
Revenue:	\$118,000 <i>\$115,000</i>	300-000-366-20-00
Revenue:	\$278,000 <i>\$278,000</i>	300-000-381-32-00

Expenditure Accounts Additions Requested:

ACCOUNT NUMBER	ACCOUNT NAME	PROJECT	AMOUNT
300-9595-572-64-00	Machinery & Equipment	PR2604	\$393,000
320-9020-581-91-30	Intragovernment Transfers - Cap Proj		\$278,000 <i>\$278,000</i>

Stephanie Holtkamp
DEPARTMENT DIRECTOR

Stephanie Holtkamp
DIRECTOR OF FINANCE

Vern Miller
CITY MANAGER

CAPITAL IMPROVEMENTS PROGRAM PROJECT REQUEST					
Date Submitted:		6/8/2026		Initiation Year: 2026	
Submitting Dept./Division:		Parks & Recreation		Finance PRJ/No.: PR2604	
Submitting Dept. File No.:				P/N Data Entry--By/	
Original Budget Year:		FY 2025/2026		Date:	
Year Projected Expected to be In Service:		2027		Payroll Data Entry By/	
Fund /Dept-Div/ Activity:		300-9595-572-64-00		Date:	
Adopted by Resolution #					
Adopted @ Council Mtg.:					
1.) Project Title:		Hickory Tree Parks			
a. Project included in the Comprehensive Plan?:		Yes	X	No	
b. If NOT in Comp Plan, Priority of Proj:		Priority Ranking:			
c. Is it in the Department CIP or the Comp Plan?		Dept CIP	X	Comp Plan	
2.) Full Description of Project: Playground, safety surfacing, swings, lightning detection systems, benches, signage, security cameras, and turf maintenance equipment of new City park assumed from Osceola County.					
3.) <u>ESTIMATED COST TO BUILD THIS PROJECT/PROGRAM/SYSTEM</u>					
Element #	Element description				Projected Cost
12-00	SALARIES & WAGES				
14-00	OVERTIME				
31-00	PROFESSIONAL SRVC (Engineering, Architectural, Legal)				
34-00	OTHER CONTRACTUAL SERV(Custodial, janitorial, & other srvc)				
49-53.00	OTHER CURRENT, OFF. SUPP, OPER. SUPP, (Year 1 costs)				
61-00	LAND & RIGHT OF WAYS				
62-00	BUILDINGS				
63-00	C/O OTHER IMPROVEMENTS				
64-00	MACHINERY & EQUIPMENT				\$393,000
TOTAL CONSTRUCTION COST					\$393,000
4.) Calendar Of Expenditures for Cash Flow Projections (For Multi-Year Projects Only) (Indicate amount requested by year and for what stage of project it is requested).					
MONTH/YEAR	AMOUNT	PROJ. PHASE (PLAN, DESIGN, CONST.)			
25/26	\$393,000	Capital Item Purchases			
5.) SOURCE OF FUNDS					
					TOTAL
Osceola County Contribution					\$115,000
Parks Imps					\$278,000
TOTAL					\$393,000
NOTE: ATTACH ALL AGREEMENTS, EXPLANATIONS, JUSTIFICATIONS, SERVICE AREA MAPS, PLANS, ETC.					
REQUESTED BY:		APPROVED BY:			
<i>Stephanie Holtkamp</i> 6/8/2026		<i>Daphne Van Cogen</i> 6/8/26			
(Department Head) (Date)		(Finance Director) (Date)			
		<i>Van Miller</i>			
ESTIMATED BY: (Date)		(City Manager) (Date)			

**BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

DEPT/OFFICE:	ENVIRONMENT AND PUBLIC LANDS	MEETING DATE:	5/4/2026
DIRECTOR/MANAGER:	LINETTE MATHENY	REQUEST TYPE:	Consent

AGENDA REQUEST

Adoption of Resolution #26-060R, authorizing the Transfer and acceptance of Real Property by County Deed to the City of St. Cloud and to sign the Transfer and Acceptance of Real Property Agreement and Deed for Hickory Tree Community Park identified as Parcel ID #07-26-31-4950-0001-1080, as detailed in the Joint Planning Area Interlocal Agreement (JPA) with the City of St. Cloud. As part of the due diligence process, an inspection of the park and equipment was conducted, which identified a need for a playground replacement, and to address the replacement costs, \$115,000.00 will be transferred to the City of St. Cloud. This was approved by the St. Cloud City Council on April 09, 2026, through Resolution #2026-052R. Commission District 5.

STRATEGIC PLAN GOAL

Great Place to Live

FINANCIAL INFORMATION

TOTAL REQUESTED AMOUNT: \$115000.00

A total of \$115,000.00 is appropriated in Fund 001 - General Fund, account number 0011448572-5810000, Parks Management (Non-Save) - Aid to Government Agencies Operating, which can be used for this purpose.

APPROVING DEPARTMENTS

OMB:	MATTHEW J FUHRER
Procurement:	
Attorney:	SHANNON M CHARLES

BACKGROUND INFORMATION

- Osceola County and the City of St. Cloud adopted the First Amendment to the JPA, acknowledging that the City will ultimately annex certain County parks into the City.
- Osceola County and the City entered into an Interlocal Agreement (ILA) regarding the coordination of parks planning and transfer of parks impact fees, recorded in Book 5851, Page 1725, Osceola County Official Records.
- Resolution 23-186R authorizes the Board to sign the deed.
- The City accepts sole maintenance responsibilities and ownership on October 1, 2026.
- The City agrees that the Park shall be used solely for public purposes.
- As part of the transfer agreement, Exhibit C details items to be transferred and/or disposed of. The approval also removes asset tags: A055020, A066384, A066385, A067689, and A083449 from the County inventory.
- Commission District: 5
- Project Manager: Linette Matheny, Executive Director of Environment and Public Lands

RESOLUTION # 26-060R

**A RESOLUTION OF THE OSCEOLA COUNTY BOARD
OF COUNTY COMMISSIONERS AUTHORIZING
TRANSFER OF REAL PROPERTY BY COUNTY DEED
TO THE CITY OF SAINT CLOUD, FLORIDA;
PROVIDING FOR CONFLICT; PROVIDING FOR
SEVERABILITY; PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, Osceola County owns real property as legally described in the County Deed attached hereto as Exhibit “A” (hereinafter the “Property”); and

WHEREAS, the City of Saint Cloud, Florida (hereinafter “City”) is a municipal corporation of the State of Florida; and

WHEREAS, the City applied to Osceola County for the transfer of the Property to the City for the purpose of maintaining and utilizing the Property as a City park; and

WHEREAS, the Osceola County Board of County Commissioners has determined that the Property is not needed for county purposes and it is in its best interest to transfer the Property to the City via County Deed for use as a City park; and

WHEREAS, transfer of the Property to the City, for the purposes set forth herein, is authorized by Section 125.38, Florida Statutes.

NOW THEREFORE, be it resolved by the Osceola County Board of County Commissioners, that:

SECTION 1. COUNTY DEED

The Chair/Vice Chair is authorized to execute the County Deed attached hereto as Exhibit “A,” providing for transfer of the Property to the City for consideration of Ten and No/100 Dollars (\$10.00).

SECTION 2. CONFLICT.

Any other Resolution or part thereof in conflict with this Resolution or any part hereof is hereby repealed to the extent of the conflict.

SECTION 3. SEVERABILITY.

It is declared to be the intent of the Board of County Commissioners that, if any section, subsection, sentence, clause, phrase, or portion of this Resolution, is for any reason held invalid or unconstitutional, by any 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 hereof.

SECTION 4. EFFECTIVE DATE.

This Resolution shall be in force and take effect immediately upon its passage and adoption.

DONE AND ADOPTED this 4 day of May, 2026.

**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

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

May 04, 2026
RESOLUTION # 26-060R



EXHIBIT "A"

**This Instrument Prepared by or under the supervision of
(and after recording should be returned to):**

**County Attorney
Osceola County
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741**

COUNTY DEED

THIS DEED, made this 4 day of MAY, 2020, 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 4 day of MAY, 2020

**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

By: [Signature]
Chair/Vice-Chair

**ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD**

By: Samantha Griffin
Clerk/Deputy Clerk of the Board
Board Approved:



EXHIBIT "A"

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.



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 E. Mantzaris, City Attorney

**TRANSFER AND ACCEPTANCE OF REAL PROPERTY AGREEMENT
FOR HICKORY TREE COMMUNITY PARK**

THIS AGREEMENT ("Agreement") is made and entered into this 9th day of April, 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 ~~\$100,000~~ \$115,000.00 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



City of St. Cloud
As authorized for execution at the ~~Board of County Commissioners~~ Meeting of:

4/9/2026

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:

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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 "B"
To Hickory Tree Community Park Transfer Agreement

**This instrument prepared by or under the supervision of
(and after recording should be returned to):**

**County Attorney
Osceola County
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741**

COUNTY DEED

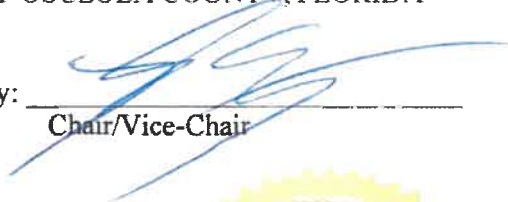
THIS DEED, made this 4 day of May, 2026 by OSCEOLA COUNTY, FLORIDA, party of the first part, and CITY OF ST. CLOUD, FLORIDA a Florida municipal Corporation, having an address at 1300 9th Street, St. Cloud, Florida 34769, party of the second part,

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 4 day of May, 2026.

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: 
Chair/Vice-Chair

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: Samantha Griffin
Clerk/Deputy Clerk of the Board
Board Approved:



Exhibit A

LEGAL DESCRIPTION

PARCEL ID NUMBER: 07-26-31-4950-0001-1080

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CONTAINING: 28.446 ACRES

AND

PARCEL ID NUMBER: 07-26-31-4950-0001-1071

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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



CITY OF ST. CLOUD
BUDGET AMENDMENT
REQUEST

BUDGET AMENDMENT #: 4
FUND #: 320

DATE: 07/09/26
DEPARTMENT: Parks & Recreation

Reason/Justification for requested amendment:

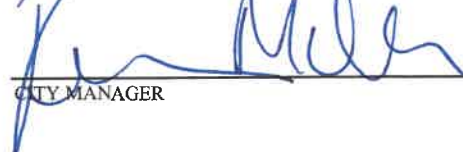
For the purchase of property at 1401 New York Avenue for park upgrades.

Recommended Funding Source	Amount	Account Number (Finance will complete)
Prior Year Fund Balance:	\$750,000	320-0000-301-00-00
Prior Year Fund Balance:		
Revenue:		
Revenue:		

Expenditure Accounts Additions Requested:

ACCOUNT NUMBER	ACCOUNT NAME	PROJECT	AMOUNT
320-7510-572-62-00	Buildings		\$750,000


DEPARTMENT DIRECTOR


DIRECTOR OF FINANCE

CITY MANAGER



CITY OF ST. CLOUD
BUDGET AMENDMENT
REQUEST

BUDGET AMENDMENT #: 4
FUND #: 320

DATE: 06/03/26
DEPARTMENT: Parks & Recreation

Reason/Justification for requested amendment:

To utilize Parks Impact Fees for the purchase of a downtown property to expand accessible public restroom facilities within the downtown area and to provide dedicated storage space for Parks & Recreation programming, special events, and park maintenance operations. Purchase price - \$731,500.

Recommended Funding Source	Amount	Account Number (Finance will complete)
Prior Year Fund Balance:	\$750,000	320-0000-301-00-00
Prior Year Fund Balance:		
Revenue:		
Revenue:		

Expenditure Accounts Additions Requested:

ACCOUNT NUMBER	ACCOUNT NAME	PROJECT	AMOUNT
320-7510-572-62-00	Buildings		\$750,000

Stephanie Holtkamp
DEPARTMENT DIRECTOR

Daphne M. Casper
DIRECTOR OF FINANCE

Vern Miller
CITY MANAGER

PURCHASE AND SALE AGREEMENT

Seller(s): **ROBERT BEAUCHAMP**

Buyer: CITY OF ST. CLOUD
1300 Ninth Street
St. Cloud, Florida 34769

In consideration of the following promises and obligations, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller(s) (as identified above) hereby agree that Seller(s) shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property

- (a) Improved Real Property (hereinafter the "Property") described as:

Parcel No.: 01-26-30-0001-0129-0070
Property Address: 1222 10th Street, St. Cloud, FL

- (b) Estate being purchased: Fee Simple

- (c) Above listed properties being acquired by Buyer for the following purpose:

This acquisition is required for the City's need to expand accessible public restroom facilities within the downtown area and to provide dedicated storage space for Parks and Recreation programming, special events, and park maintenance operations.

Buyer has the right to take title to all property listed above (collectively the "Property") being acquired in the name of the City of St. Cloud.

II. PURCHASE PRICE — ACQUISITION COST

- | | | |
|-----|---|---------------|
| (a) | Real Property | |
| | Land Fee | \$ 731,500.00 |
| (b) | Total Purchase Price/
Acquisition Cost to be paid to
Seller by Buyer at Closing | \$ 731,500.00 |

III. Terms, Conditions and Limitations

- (a) Buyer shall obtain a title report for the Property to determine any and all ownership rights, encumbrances or encroachments. The Report shall be obtained within 15 days of the effective date of this Agreement. If the title report reveals any adverse matters which are unacceptable to Buyer in its

sole discretion, Buyer shall be entitled to terminate this Contract by delivering written notice thereof to Seller within ten days of the Closing Date as set forth below whereupon this Contract shall terminate.

- (b) Seller represents and warrants that Seller owns fee simple title to the Property and has the full power, right and authority, and is duly authorized, to enter in this Purchase and Sale Agreement (hereinafter referred to as "Agreement"), to perform each and all of the matters and acts herein provided, and to execute and deliver all documents provided hereunder. Seller shall maintain the Property described in **Section I** of this Agreement until the day of closing in the same condition existing on the date of this Agreement, except for reasonable wear and tear.
- (c) Buyer in its sole discretion shall select a closing agent or closing attorney to conduct closing which shall be conducted through a customary escrow arrangement with the closing agent on the date specified in **Section V** unless such date is extended by Buyer and Seller. Buyer and Seller shall execute all documents required by the closing agent or closing attorney conducting the closing. Seller agrees that the Property described in **Section I** of this agreement shall be conveyed to Buyer by Special Warranty Deed. The Effective Date of this Purchase and Sale Agreement shall be the date upon which this Agreement is last signed by Seller and Buyer. It is expressly agreed by Seller and Buyer that time is of the essence of this Agreement and in the performance of all conditions, covenants, requirements, obligations and warranties to be performed or satisfied by the parties hereto. Waiver of performance or satisfaction of timely performance or satisfaction of any condition, covenant, requirement, obligation or warranty by one party shall not be deemed to be a waiver of the performance or satisfaction of any other condition, covenant, requirement, obligation or warranty unless specifically consented to in writing. Unless otherwise expressly provided herein, all periods for performance, approval, delivery or review and the like shall be determined on a calendar day basis. If any day for performance, approval, delivery or review falls on a Saturday, Sunday or legal holiday, the time therefore shall be extended to the next business day.
- (d) Seller is responsible for all real and personal taxes due on the Property up to, but not including, the day of closing. If, however, the amount of such taxes for the year of closing cannot be ascertained, the rates, millages and assessed valuations for the previous year, with known changes and utilizing full discounts, shall be used as an estimate, and tax prorations based on such estimate shall be readjusted by Buyer and Seller when the actual tax bills for the year of sale are received, which obligation shall expressly survive closing for a period of twelve (12) months. Buyer shall be responsible for all other normal and customary costs including but not limited to premium for title insurance, documentary stamp fee, closing fee, title search fee, and expenses of closing except Seller and Buyer shall each be responsible to pay their own attorney fees. Seller shall be responsible for prepayment penalties if Seller is obligated to pay such to any third party.
- (e) Seller is responsible for delivering good and marketable title to Buyer free and clear of any and all liens, taxes, mortgages, and judgments. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida law subject only to those exceptions that are acceptable to Buyer. Seller shall provide to the closing agent or closing attorney any and all information necessary to arrange for payoff of any loans, debts, liens, judgments or other matters required for clear title purposes. Seller has a continuing duty to inform Buyer of any notice Seller shall receive from any city, county, state or other governmental authority of violation of any statute, law or ordinance or governmental rule or regulation or any actual or threatened lawsuit by which any party

claims an interest in respect to or affects clear title of the Property. Seller warrants and represents that Seller has not entered into any other contracts, agreements or understandings, oral or written, for the sale or transfer of all or any portion of the Property. Seller has not made any commitments to any third party, including but not limited to, any governmental unit or agency, utility company, authority, school board, church or other religious body, or to any other organization, group or individual relating to the Property which would impose any obligations upon Buyer. Seller shall provide a normal and customary Seller's Affidavit at the time of Closing as may be required by the Buyer's title insurer. All matters set forth herein in this paragraph shall survive closing.

- (f) Effective as of the Closing Date (as defined in this Agreement), Seller hereby assigns, transfers, and conveys to Buyer, and Buyer hereby accepts and assumes, all of Seller's right, title, and interest in, to, and under that certain lease dated October 25, 2025, by and between Seller, as Lessor, and Cloud Care, LLC, as Lessee, (hereinafter the "Lease"), covering the Property. Seller shall retain and remain liable for all covenants, obligations, and liabilities under the Lease arising prior to the Closing Date. At Closing, Seller and Buyer shall execute and deliver a separate Assignment and Assumption of Lease in recordable form and acceptable to Buyer, pursuant to which Seller shall assign the Lease to Buyer and Buyer shall assume Seller's obligations under the Lease as set forth herein. Seller has delivered to Buyer an executed copy of the Lease and all amendments, modifications, and supplements thereto, together with all notices, correspondence, and other documents relating to the Lease in Seller's possession or control. All rent, additional rent, and other periodic charges payable under the Lease shall be prorated as of the Closing Date, with Seller being entitled to all amounts attributable to periods prior to the Closing Date and Buyer being entitled to all amounts attributable to periods on or after the Closing Date. If Seller has collected rent or other charges for any period on or after the Closing Date, Seller shall pay to Buyer at Closing a credit in the amount of such prepaid rent or charges. If any rent or charges attributable to periods prior to the Closing Date remain unpaid as of the Closing Date, Buyer shall have no obligation to collect such amounts on Seller's behalf. Seller shall transfer and assign to Buyer at Closing any security deposit, prepaid rent, or other funds held by Seller under the Lease, in the amount of \$3,000.00. Buyer shall assume all of Seller's obligations with respect to the Tenant Deposits for periods on or after the Closing Date, and Seller shall be relieved of all liability and obligations with respect thereto from and after the Closing Date. Seller shall provide Buyer with a written account of the Lessee's Deposits at Closing. Specifically, with regard to the Lease, Seller warrants and represents for reliance of Buyer, the following:

- 1) The Lease is in full force and effect and has not been amended, modified, or supplemented except as disclosed in writing to Buyer.
- 2) Seller has not received any notice of default or breach under the Lease, and to Seller's knowledge, no event has occurred that, with the giving of notice or passage of time, would constitute a default or breach under the Lease;
- 3) To Seller's knowledge, all rent and other charges due under the Lease through the date hereof have been paid in full; and
- 4) Seller has the full right, power, and authority to assign the Lease to Buyer as provided herein; and

- (g) EXCEPT AS OTHERWISE HEREIN SPECIFICALLY PROVIDED, SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN SELLER'S WARRANTY OF TITLE SET FORTH IN THE SPECIAL WARRANTY DEED TO BE DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY INCLUDING WITHOUT LIMITATION: (I) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (II) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY, AND (III) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER HEREBY WAIVES ALL STATUTORY WARRANTY RIGHTS WITH RESPECT TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO WARRANTIES FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR HABITABILITY. BUYER AGREES THAT WITH RESPECT TO THE PROPERTY, BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR ANY AGENT OF SELLER. BUYER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF BUYER'S CONSULTANTS, AND THAT BUYER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND INVESTIGATIONS. BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS (EXCEPT AS HEREIN SPECIFICALLY PROVIDED), RELATED TO THE PROPERTY BY SELLER, ANY AGENT OF SELLER OR ANY THIRD PARTY ACTING FOR OR ON BEHALF OF SELLER. THE TERMS AND CONDITIONS OF THIS SUBSECTION I(F) SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH OR REFERRED TO HEREIN. MOREOVER, BUYER'S CLOSING HEREUNDER SHALL BE DEEMED TO CONSTITUTE AN EXPRESS WAIVER OF BUYER'S AND ITS SUCCESSORS' AND ASSIGNS' RIGHT TO SUE SELLER AND OF BUYER'S RIGHT TO CAUSE SELLER TO BE JOINED IN ANY ACTION BROUGHT UNDER ANY FEDERAL, STATE OR LOCAL LAW, RULE, ACT OR REGULATION WHICH PROHIBITS OR REGULATES THE USE, HANDLING, STORAGE, TRANSPORTATION OR DISPOSAL OF A HAZARDOUS OR TOXIC SUBSTANCE OR WHICH REQUIRES REMOVAL OR REMEDIAL ACTION WITH

RESPECT TO SUCH HAZARDOUS OR TOXIC SUBSTANCE, SPECIFICALLY INCLUDING BUT NOT LIMITED TO THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, 42 U.S.C.A. SECTION 9607 ("CERCLA") AND FLORIDA STATUTES SECTION 403.7271. THIS SUBSECTION I(F) IS A MATERIAL INDUCEMENT FOR SELLER ENTERING INTO THIS CONTRACT AND IT SHALL SURVIVE THE CLOSING HEREUNDER.

- (h) In the event it shall be necessary for either party to the Agreement to bring suit to enforce any provision hereof the prevailing party in any such litigation, including any appeals, shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and all reasonable attorneys' fee as fixed by the Court.
- (i) Any notice or other communication permitted or required to be given hereunder by one party to the other shall be in writing, shall be effective upon receipt and shall be delivered by registered or certified United States Mail, postage prepaid, return receipt requested, or by facsimile or telecopy transmission, with acknowledgment of receipt upon transmission (provided that if notice is sent by facsimile or telecopy transmission, it must also be sent by one of the other methods of delivery specified herein), to the party entitled or required to receive the same, as follows:

TO SELLER: Robert Beauchamp
 231 Wyoming Ave
 St. Cloud, FL. 34769
 Telephone: _____

TO BUYER: City of St. Cloud
 1300 Ninth Street
 St. Cloud, FL 34769
 Attention: City Manager
 Telephone 407-957-7301
 Facsimile 407-957-7385

REQUIRED deBeaubien, Simmons, Knight, Mantzaris and Neal, LLP
COPY TO: P.O. Box 87, 332 N. Magnolia Avenue (32801)
 Orlando, FL 32802
 Attention: Daniel F. Mantzaris
 Telephone 407-422-2454
 Facsimile 407-849-1845

- (j) This Agreement and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the State of Florida and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto as well as their respective heirs, personal representatives, successors and/or assigns. Seller and Buyer acknowledge each to the other that both they and any respective counsel chosen by either party have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

- (k) This Agreement may be executed in counterparts by the parties hereto and each shall be considered an original, but all such counterparts shall be construed together and constitute one Agreement between the parties hereto.
- (l) Seller and Buyer agree that this Agreement represents the complete and entire understanding and the full and final Agreement for the herein described sale and purchase and no agreements or representation, unless incorporated into this Agreement, shall be binding on the parties. This Agreement may not be modified or amended nor may any covenant, agreement, condition, requirement, provision, warranty or obligation contained herein be waived, except in writing signed by both parties.
- (m) **IN THE EVENT THIS AGREEMENT IS NOT SIGNED SIMULTANEOUSLY BY BUYER AND SELLER, IT SHALL BE CONSIDERED TO BE AN OFFER BY SELLER TO BUYER, IN WHICH EVENT THIS OFFER SHALL EXPIRE AT 5:00 P.M. EASTERN DAYLIGHT SAVINGS TIME ON THE DATE WHICH IS THIRTY (30) DAYS AFTER THE DATE SELLER HAS SIGNED THIS AGREEMENT UNLESS A COUNTERPART OF THIS AGREEMENT SIGNED BY BUYER IS RECEIVED BY SELLER PRIOR TO THAT TIME AND DATE.**
- (n) **SELLER AND BUYER AGREE AND UNDERSTAND THAT THIS AGREEMENT AND ANY AND ALL OF BUYER'S OBLIGATIONS SET FORTH HEREIN ARE EXPRESSLY CONTINGENT UPON APPROVAL AND ACCEPTANCE OF THIS AGREEMENT BY THE CITY COUNCIL OF THE CITY OF ST. CLOUD. IN THE EVENT THAT THIS AGREEMENT IS NOT APPROVED AND ACCEPTED BY CITY COUNCIL THEN THIS AGREEMENT WILL BE NULL AND VOID AND BOTH PARTIES SHALL BE RELIEVED FROM ANY AND ALL OBLIGATIONS SET FORTH HEREIN.**
- (o) As required by Florida law, "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department."
- (p) The Seller and Buyer acknowledge that this Agreement is entered into under the threat of condemnation as part of the City's downtown expansion an ongoing development projects and the sale of the Property will be completed under the threat of condemnation. In the event that the Seller did not voluntarily enter into this Agreement then Buyer would have filed a condemnation action.
- (q) The Seller and Buyer acknowledge neither party has employed a broker or finder and that no commission or fees are to be paid hereunder. Seller and Buyer each agree to indemnify, defend and hold the other harmless from and against any commissions or fees or claims for commissions or fees arising under the indemnifying party, which indemnification shall expressly survive the termination of this Contract and the closing of the sale and purchase of the Property contemplated by this Contract.

IV. Closing Date

The closing will occur on or before the expiration of forty-five (45) days after the date set forth below that the last party has executed this Agreement. However, Buyer and Seller may extend the closing date for up to

thirty (30) days for the sole purpose of securing good and marketable title to Buyer, free and clear of any and all liens, taxes, mortgages, judgments and/or encumbrances. The Closing may be conducted remotely by electronic means or as a mail-away closing, with documents executed in counterparts and delivered via email, electronic signature, or overnight courier, all of which shall be deemed originals for all purposes.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this Agreement as addenda must be initialed by both Buyer and Seller.

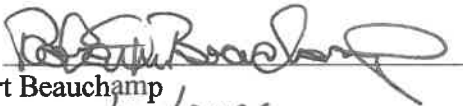
Acknowledgement of Signatures

Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this Agreement as a binding real estate contract.

Seller(s)

Buyer

CITY OF ST. CLOUD

By: 
Robert Beauchamp
Date: 5/07/2026

By: _____
Christian B. Robertson, Mayor
Date: _____

Parcel ID: 012630000101290070

[TRIM NOTICES](#) [Print Record Card](#) [Tax Estimator](#) [Tax Collector](#) [Map View](#) [Bird's Eye View](#) [Street View](#)

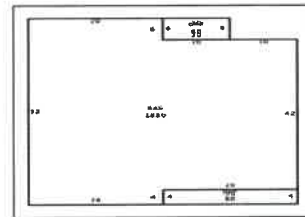
[Share](#) [Copy Link](#) [Feedback](#) [Upload Docs](#) [Report Damage](#) [Flood Zones](#) [Permits](#)

Owner Information

Parcel ID: 01-26-30-0001-0129-0070
Owner(s): BEAUCHAMP ROBERT
Mailing Address: 231 WYOMING AVE SAINT CLOUD FL 34769 [Request change of mailing address](#)
Property Address: 1222 10TH ST SAINT CLOUD FL 34769
Primary Use: SINGLE STORY OFFICE BLDG (Code: 1711)
Tax District: 100 - ST CLOUD

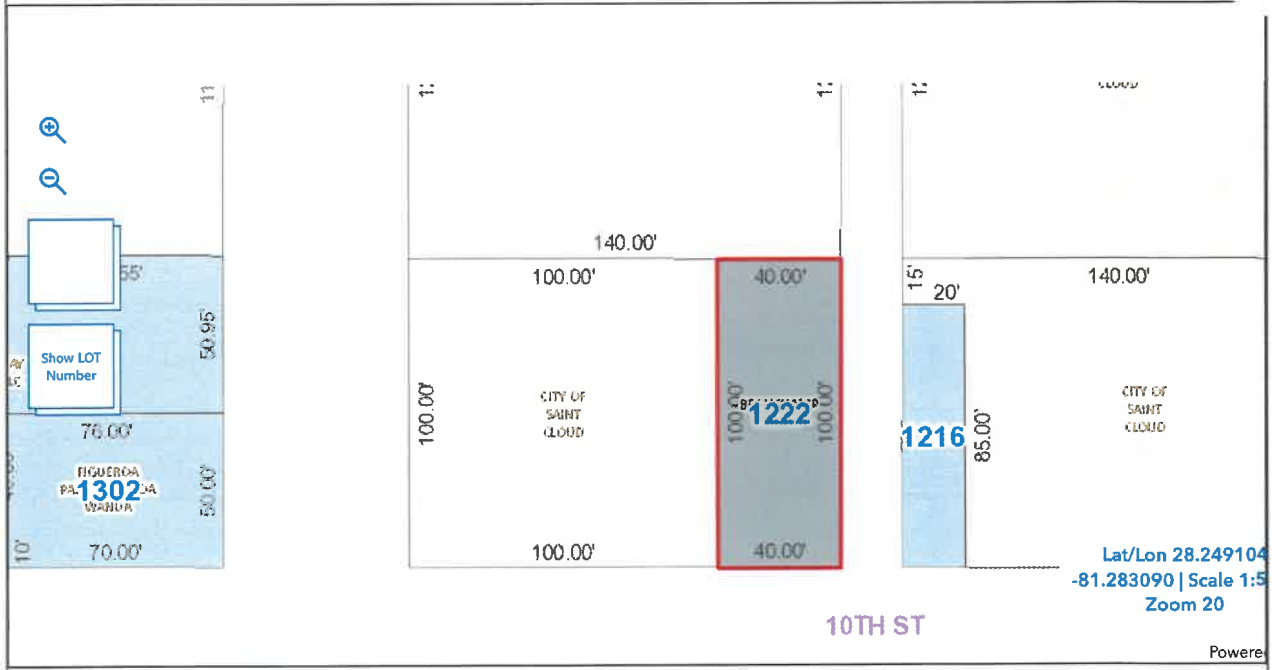


[Click image to enlarge](#) [Upload Image](#)



[Click image to enlarge](#) [Upload Drawing](#)

Map



Legal Description

Legal Description: LAMBS RES OF BLK 129 PB 1 PG 99 LOTS 7 & 8 2/26/30

Land (Total Records: 1)

[Upload Survey](#)

Total Acres: 0.092

Land Type	Units	Unit Type	Depth	Value
COMMERCIAL SF	4007.52	SF	0	\$37,871

Property Values

[\\$ Tax Collector](#)

Values shown below represent working appraised values as of 05/27/2026, which are subject to change prior to certification

Tax Year	Land	+ Building(s)	+ Feature(s)	= Market	Assessed	- Exemption	= Taxable
2026	\$37,900	\$133,100	\$1,200	\$172,200	\$168,473	0	\$168,473

Values shown below represent certified values that appeared on the tax roll as of 10/03/2025

Tax Year	Land	+ Building(s)	+ Feature(s)	= Market	Assessed	- Exemption	= Taxable
2025	\$34,300	\$134,400	\$1,200	\$169,900	\$153,158	0	\$153,158

Values shown below represent historic values

Tax Year	Land	+ Building(s)	+ Feature(s)	= Market	Assessed	- Exemption	= Taxable
2024	\$31,600	\$116,800	\$1,200	\$149,600	\$139,235	0	\$139,235
2023	\$28,600	\$114,900	\$1,200	\$144,700	\$126,578	0	\$126,578
2022	\$23,800	\$98,800	\$1,200	\$123,800	\$115,071	0	\$115,071

Exemptions

Exemption Type	Year Applied	Name(s)	Amount
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No records to display

Parcel Sales History

Sale Date	Price	Book-Page	Grantor(s)/Seller(s)	Grantee(s)/Buyer(s)	Vacant/Imp...	Deed Code
06/21/2004	\$100	2547-0348	LEENIG JOYCE (M)	BEAUCHAMP ROBERT (M)	IMPROVED	QUIT CLAIM DEED
11/01/1999	\$115,000	1670-2898	WATSON SUSAN M	BEAUCHAMP ROBERT & LEENIG JOYCE H/W	IMPROVED	WARRANTY DEED
04/29/1994	\$104,500	1185-2996	STRICKLAND BROWARD H &	WATSON SUSAN M (M)	IMPROVED	WARRANTY DEED
08/24/1992	\$66,000	1083-1036	C & M PROPERTIES	STRICKLAND BROWARD H	IMPROVED	WARRANTY DEED
05/01/1983	\$50,000	0653-0577		C & M PROPERTIES	IMPROVED	WARRANTY DEED

Comparable Sales Within Last 1 Year

Property Address	Date Sold...	Price	Book-Page	Bed	Bath	Pool	SqFt	Seller(s)	Buyer(s)
3408 W VINE ST 2025292070000A0050	05/07/2026	\$100	6970-1970	0	0	N	1,180	INVESTMENT MMG LLC	MD 1 MANAGEMET GROUP LLC
3510 W VINE ST 2025292070000A0060	02/04/2026	\$100	6918-2400	0	0	N	988	SHIWRAM SHEV	SHIWRAM FAMILY TRUST INC & SHIWRAM KAY TR

143 E 13TH ST 122630050100010190	01/06/202 6	\$100	6905-0132	0	0	N	940	CZRS PROPERTIES LLC	ADOBE ENTERPRISE OF OSCEOLA LLC
139 E 13TH ST 122630050100010170	01/06/202 6	\$100	6905-0132	0	0	N	1,000	CZRS PROPERTIES LLC	ADOBE ENTERPRISE OF OSCEOLA LLC
929 W OAK ST 21252914200001027A	01/06/202 6	\$100	6904-1019	0	0	N	4,891	FRANCIS J PETRELLIS REVOCABLE TRUST (1/2 INT) & CLARICE V PETRELLIS REVOCABLE TRUST (1/2 INT)	PETRELLIS FAMILY TRUST & PETRELLIS FRANCIS J CO-TR
111 E 13TH ST 122630050100010060	01/06/202 6	\$100	6905-0134	0	0	N	940	CZRS PROPERTIES LLC	RFS PROPERTIES LLC
109 E 13TH ST 122630050100010050	01/06/202 6	\$100	6905-0134	0	0	N	940	CZRS PROPERTIES LLC	RFS PROPERTIES LLC
907 EMMETT ST 2125291920000W0040	12/30/202 5	\$725,000	6906-0616	0	0	N	2,035	TYCORI PROPERTIES LLC	CRUZ LEGACY PROPERTIES LLC
911 PENNSYLVANIA AVE 012630000101280120	12/23/202 5	\$385,000	6899-1560	0	0	N	1,105	GRIFFIN MELODY	VTLC LLC
120 W CARROLL ST 102529415000010170	11/26/202 5	\$1,130,000	6890-0352	0	0	N	3,000	120 PROPERTY INVESTMENT LLC	CAMACHO ANNER

◀ ◁ 1 ▾ ▶ ▷ ↻

Buildings (Total Records: 1)

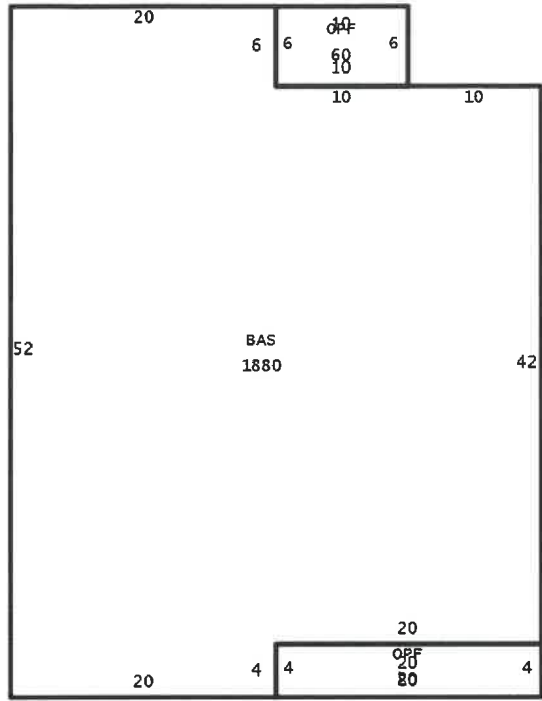
Report Change

Building 1

[Click image to enlarge](#)

Description:	GENERAL OFFICE
Year Built:	1956
Building Value:	\$133,092
Building SqFeet:	2,020
Heated SqFeet:	1,880
Bedrooms:	-
Bathrooms:	-
Half Bathrooms:	-
Roof Cover:	WOOD FRAME/TRUSS
Exterior Wall:	CONCRETE BLOCK

Sketch 1



[Click image to enlarge](#)

Code	Description	Year	Area
BAS	BASE AREA	1956	1,880
OPF	OPEN PORCH FINISHED	1956	80
OPF	OPEN PORCH FINISHED	1956	60

Extra Features

[Report Changes](#)

Description	Built Year	Units	Assessed Value
COMMERCIAL-ASPHALT PAVEMENT	1975	1,200	\$700
COMMERCIAL-PREFABRICATED SHED	2007	80	\$400
COMMERCIAL-BRICK/TILE PAD/PATIO	1975	88	\$100

School Info

Category	Description
ELEMENTARY SCHOOLS	MICHIGAN AVE ELEMENTARY
MIDDLE SCHOOLS	ST CLOUD MIDDLE
HIGH SCHOOLS	ST CLOUD HIGH

Demographic Info

Radius in Miles: 1

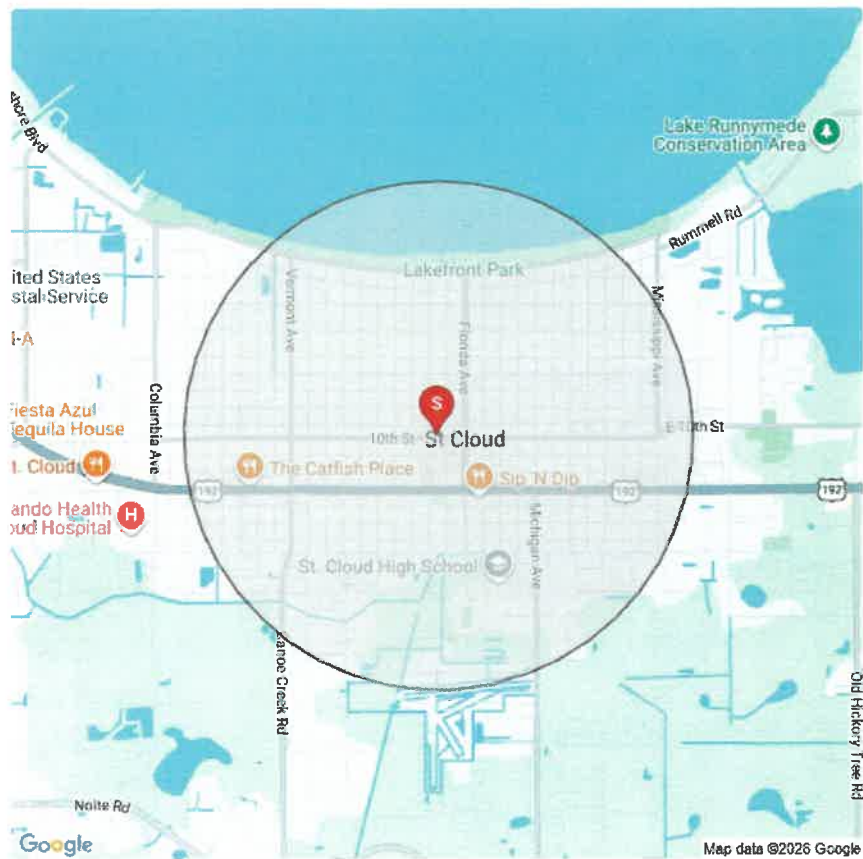
[Search](#)

Values shown below are only from Osceola County. Population estimated @ of 3.1 persons/household

Property Type	Parcel Count	Housing Units	Est. Popln
Total	4127	4499	13947
Single Family	3497	3510	10881
MULTI-FAMILY-IMPROVED less than 10 units	259	571	1770
Mobile Family	183	183	567
CONDOMINIUM-IMPROVED	180	180	558

MULTI-FAMILY - 10- 50 units	3	46	143
MULTI-FAMILY - LIHTC	2	6	19
MOBILE HOME PARKS	3	3	9

1



HOURS OF OPERATION

Monday - Friday : 8am to 5pm
Closed Saturday and Sunday



EMAIL

info@property-appraiser.org



NUMBER

407-742-5030



ADDRESS

Property Appraiser's Office
2505 E Ilo Bronson Memorial Hwy
Kissimmee, FL 34744



CITY OF ST. CLOUD
BUDGET AMENDMENT
REQUEST

BUDGET AMENDMENT #: 4
FUND #: 440

DATE: 07/08/26
DEPARTMENT: Public Works - Sanitation

Reason/Justification for requested amendment:

To recognize insurance proceeds from a destroyed side loader truck to be put towards a used replacement, to fund higher than expected vehicle maintenance costs and to fund the scalehouse originally budgeted in FY 24/25 with partial deposits made, but not received until FY 25/26. Must be expensed in the fiscal year of asset receipt.

Recommended Funding Source	Amount	Account Number (Finance will complete)
Prior Year Fund Balance:	\$347,744	440-0000-301-00-00
Prior Year Fund Balance:		
Revenue:	\$316,633	440-000-364-42-00
Revenue:		

Expenditure Accounts Additions Requested:

ACCOUNT NUMBER	ACCOUNT NAME	PROJECT	AMOUNT
440-7071-534-64-00	Machinery & Equipment		\$345,500
440-7072-534-46-02	Vehicle Maintenance		\$200,000
440-7072-534-62-00	Buildings		\$118,877

Kevin Felblinger 07/08/26
DEPARTMENT DIRECTOR

Jeffrey M. Cox
DIRECTOR OF FINANCE
Kevin Miller
CITY MANAGER

PGIT Combined Claims Account

ADMINISTERED BY Preferred Governmental Claim Solutions

Regions Bank

63-466

631

PO Box 614004
Orlando, FL 32861-4004

Claim Number 447372

VOID AFTER 120 DAYS

DATE	CHECK NO
7/6/2026	507250
AMOUNT	
\$316,633.00	

PAY Three Hundred Sixteen Thousand Six Hundred Thirty-Three and 00/100 Cents**Memo:** total loss settlement collision**TO** Saint Cloud, City of
THE 1300 9th Street
ORDER Saint Cloud, FL 34769
OF*Amber Gillman**Rebecca Humphrey*

⑈0000507250⑈ ⑆063104668⑆ 0039462714⑈

Please cash or deposit the above check as soon as possible and retain this portion for your records

Rob Passno
5-111



PO Box 1599
 Belleview, FL 34421
 Phone (407) 757-2376
 Fax (407) 720-4482
 Email AOCF18@outlook.com

APPRAISAL REPORT - FILE # 3839940

COMPANY		VEHICLE OWNER	
Company	Preferred Governmental Claim Solu...	Name	Shane Rheaume City of Saint Cloud
Adjuster	Takena Atkins	Address	2705 Peghorn Way
Claim Number	447372	City	Saint Cloud
Policy Number		State	FL
Deductible		Zip	34769
Insured Name	City of Saint Cloud	Mobile Phone	407-957-7294
Date of Loss	March 2, 2026	Home Phone	
Date Contacted	March 5, 2026	Work Number	
Date Inspected	March 6, 2026	Email	
Loss Type	Collision		
Claim For	Insured		
Assignment Type	Total_loss		
Appraiser	James Hamlin		
VEHICLE INFO		VEHICLE LOCATION	
Year	2023	Location	With Owner
Make	Mack	Location Name	
Model	LR64 Heil Python 612-...	Address	2705 Peghorn Way
VIN	1M2LR2GC8PM007033	City	Saint Cloud
License Plate	XJ8941	State	FL
Color	Red	Zip	34769
Mileage	30342	Phone	(407) 957-7294
Driveable	No	Fax	
TIRE INFORMATION			
	Tire Make	Size	Tread Depth
Left Front			
Right Front			
Left Rear			
Right Rear			
TOWING & SALVAGE		TOTAL LOSS	
Towing Charges	\$ 0.00	Total Loss	Yes
Lien Fee	\$ 0.00	Driveable	No
Admin Fee	\$ 0.00	Total Loss Valuation	CCC Valuescope
Other Charges	\$ 0.00	Request #	130104514
Storage Fee (per day)	\$ 0.00	Valuation Amount / TL %	\$0.00 /
Storage Since		NADA Value / TL %	\$0.00 /
ESTIMATE		SALVAGE BIDS	
Appraisal Amount	\$ 256798.24	Salvage Yard / Contact	Phone Amount
UPD Amount	\$ 0.00	/	0.00
Betterment Amount	\$ 0.00	/	0.00
Deductible	\$	/	0.00
Net Total	\$ 256,798.24		
Agreed Price			

Days to Repair		Location Name	
Estimate Released	No	Address	
Supplement #1	0.00	City State Zip	
Supplement #2	0.00	Phone	
Supplement #3	0.00	Fax	
Supplement #4	0.00	Email	
Supplement #5	0.00	TIN	

Appraiser Comments

Truck was impacted on the left side. Then rolled over on the right side. Video of the collision attached. Body assembly on the left side has several large holes in the side panels and structure. The right side of the body is pushed in and the structure framing is damaged. Also per the insured. None of the hydraulic systems are working. Also the loader assembly impacted the ground and is damaged. Cab Shell is damaged. Damage to the roof, door opening frame, back panel and front panel. Cab corner glass and both windshields are damaged. Right side door shell, mirror and glass damage. Cab roof marker light and signal damage. Frame appears to be twisted. Seeing in the video how the vehicle rolled over. The frame rails will need to be replaced. Possible engine and transmission damage, Also possible suspension and crossmembers damage may be found after a complete tear down. This vehicle is a total loss.

Completed CCC form enclosed and called into CCC. We also provided CCC with photos, the purchase order and build sheet for the vehicle to complete the value of the vehicle.



MARKET VALUATION REPORT

Prepared for *PREFERRED GOVERNMENTAL CLAIM SOLUTIONS, INC.*



REPORT SUMMARY



CLAIM INFORMATION

Owner	City Of Saint Cloud Saint Cloud, FL 34769
Loss Unit	Class 8 2023 Mack LR64 6X4 LOW TILT Mack Mp7-355e 659
Loss Unit Type	TRUCKS
Loss Incident Date	03/02/2026
Claim Reported	03/09/2026



INSURANCE INFORMATION

Report Reference Number	130104514
Claim Reference	447372
Adjuster	Atkins, Takena
Appraiser	Hamlin, James
Odometer	30,342
Last Updated	03/09/2026 03:01 PM



VALUATION SUMMARY

Base Value	\$ 321,633.00
Adjusted Value	\$ 321,633.00
Total	\$ 321,633.00

The total may not represent the total of the settlement as other factors (e.g. license and fees) may need to be taken into account.

The CCC ONE® Market Valuation Report reflects CCC Intelligent Solutions Inc.'s opinion as to the value of the loss unit, based on information provided to CCC by PREFERRED GOVERNMENTAL CLAIM SOLUTIONS, INC..

BASE VALUE

This is derived from comparable unit(s) available or recently available in the marketplace at the time of valuation, per our valuation methodology described on the next page.

Inside the Report

Valuation Methodology.....	2
Loss Unit Information.....	3
Comparable Units.....	5
Valuation Notes.....	8
Supplemental Information.....	9

VALUATION METHODOLOGY

How was the valuation determined?



CLAIM INSPECTION

PREFERRED GOVERNMENTAL CLAIM SOLUTIONS, INC. has provided CCC with the zip code where the loss unit is garaged, loss unit VIN, mileage/hours, options and additional equipment, as well as loss unit condition, which is used to assist in determining the value of the loss unit.



DATABASE REVIEW

CCC maintains an extensive database of units that currently are or recently were available for sale in the U.S. This database includes units advertised for sale by dealerships or private parties. All of these sources are updated regularly.

SEARCH FOR COMPARABLES

When a valuation is created the database is searched and comparable units are selected. On current year units, new units for sale at the time of the valuation may have been used. The zip code where the loss unit is garaged determines the starting point for the search. Comparable units are similar to the loss unit based on relevant factors. If a sufficient number of comparable units cannot be located, CCC may also obtain dealer quotations for a unit with attributes as reported by the insurer.



CALCULATE VALUATION

Adjustments to the price of the selected comparable units are made to reflect differences in attributes, including mileage/hours, options, additional equipment, refurbishments, after factory equipment, and condition. Dollar adjustments are based upon market research. Finally, the Base Value is the straight average of the adjusted values of the comparable units. Due to the unique nature of the loss units valued in the Commercial and Recreational Vehicle division, a valuation specialist handles each request individually.



 LOSS UNIT INFORMATION

CHASSIS DETAILS

Location	Saint Cloud , FL 34769
VIN	1M2LR2GC8PM007033
Year	2023
Make	Mack
Model	LR64 6X4 LOW TILT
Drivetrain	6X4
Engine -	
Description	MP7-355E
Displacement	659
# of Axles (Excluding Tag & Push)	3
# of Drive Axles	2
Front Axle Rating (lbs.)	12000
Rear Axle Rating (lbs.)	40000
Front Wheel Type	Aluminum
Outside Rear Wheel Type	Aluminum
Inside Rear Wheel Type	Aluminum
Front % of Wear Remaining	80
Rear % Wear remaining	80
Fuel Tank Type	Aluminum
# of Tanks/Size (Gal.)	2/100

BODY DETAILS

Body Type	GARBAGE
Year	2023
Make	HEIL
Model	612-36-13 PYTHON
Length(feet)	Unknown
Exterior Construction	Steel

LOSS UNIT CONDITION

	Condition
Truck Rating	Average
Body Rating	Average

Vehicles sold in the United States are required to have a manufacturer assigned Vehicle Identification Number(VIN). This number provides certain specifications of the vehicles .

Please review the information in the Loss Unit Information Section to confirm the reported mileage and condition, and to verify that the information accurately reflects the options, additional equipment, refurbishments or other aspects of the loss unit that may impact the value.

PREFERRED GOVERNMENTAL CLAIM SOLUTIONS, INC. uses condition inspection guidelines to determine the condition of the loss unit prior to the loss. The guidelines describe physical characteristics for the loss unit, for the condition selected based upon age. Inspection Notes reflect observations from the appraiser regarding the loss unit's condition.

LOSS UNIT EQUIPMENT

SR - Suspension	SPRING SUSPENSION	✓
5W - 5th Wheel/Brakes	AIR BRAKES	✓
PQ - Power	POWER STEERING	✓
	POWER BRAKES	✓
CR - Radio	AM RADIO	✓
	FM RADIO	✓
	STEREO	✓
OU - Other	POWER TAKE-OFF (PTO)	✓
DX - Decor/Convenience	AIR CONDITIONING	✓

To the left is the equipment of the loss unit that PREFERRED GOVERNMENTAL CLAIM SOLUTIONS, INC. provided to CCC.

ADDITIONAL EQUIPMENT

33 Cu Yd Capacity	✓
Side Load	✓

COMPARABLE UNITS

CHASSIS	Loss Unit	Comp 1	Comp 2
Price		\$349,500	\$345,000
Year/Make/Model	2023 Mack LR64 6X4 LOW TILT	2024 Mack LR64 6X4 LOW TILT	2024 Mack LR64 6X4 LOW TILT
Odometer	30,342	47,156	41,274
Configuration			
Inside Rear Wheel Type	Aluminum	Aluminum	Aluminum
Engine Horse Power		355	
Fuel Tank Type	Aluminum	Aluminum	Aluminum
Outside Rear Wheel Type	Aluminum	Aluminum	Aluminum
Body Make	HEIL	LABRIE	HEIL
Engine Manufacturer	MACK	MACK	MACK
Drivetrain	6X4	6X4	6X4
Truck Valuation Type	W	W	W
Transmission Manufacturer	ALLISON	ALLISON	ALLISON
Body Model	612-36-13 PYTHON	AUTOMIZER	DURAPACK PYTHON
Front Axle Rating(lbs.)	12000	20000	20000
Front % of wear remaining	80		
Front Wheel Type	Aluminum	Aluminum	Aluminum
# of Axles (Excluding Tag & Push)	3	3	3
# of Tanks/Size(Gal.)	2/100	2/100	2/100
Model Description	MP7-355E	MP7-355E	MP7-355E
Length(ft.)	U	U	U
Body Year	2023	2024	2024
Trans Model #/Speed	AT	AT	AT
Rear % of wear remaining	80		
Engine Displacement	659	659	659
Rear Axle Rating(lbs.)	40000	46000	46000
# of Drive Axles	2	2	2
Options			
AA - Air Brakes	✓	✓	✓
CC - Cruise Control	✗	✓	✗
ST - Stereo	✓	✓	✓
AC - Air Conditioning	✓	✓	✓
PS - Power Steering	✓	✓	✓
FM - FM Radio	✓	✓	✓
AM - AM Radio	✓	✓	✓

Comp 1 Updated Date: 03/09/2026

2024 Mack LR64 6X4 LOW TILT

VIN 1M2LR2GC4RM009428

Dealership Premier Truck Sales

Location Cleveland, OH

Telephone (800) 825-1255

Source Dealer Ad

Comp 2 Updated Date: 03/09/2026

2024 Mack LR64 6X4 LOW TILT

VIN 1M2LR2GC2RM008553

Dealership BALLARD TRUCK CENTER

Location Worcester, MA

Telephone (508) 214-3036

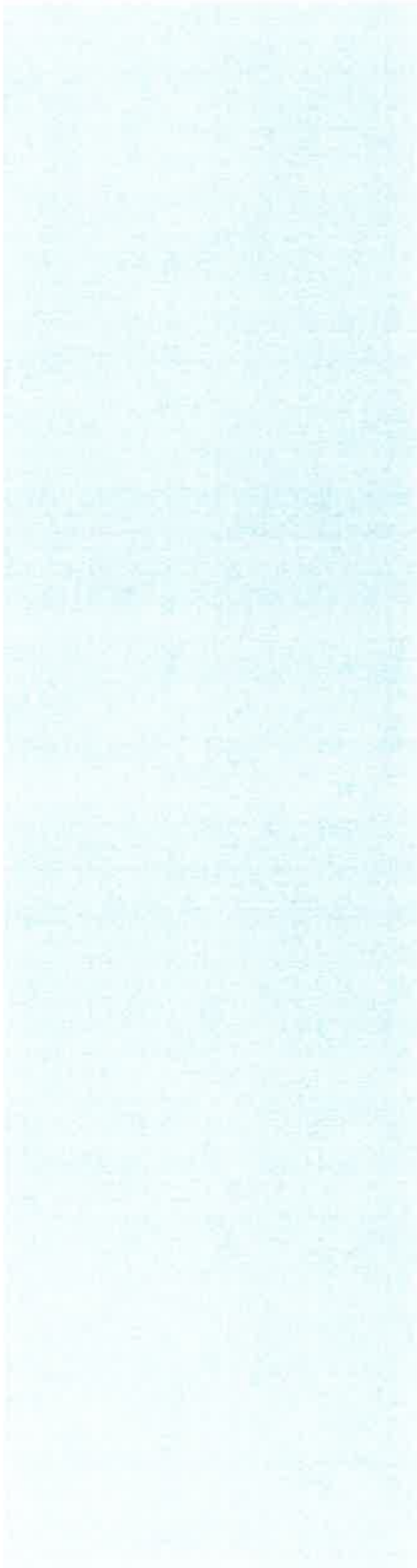
Source Dealer Ad

Comparables used in the determination of the Base Value are not intended to be replacement units but are reflective of the market value, and may no longer be available for sale.

Price is the amount that the dealership will accept to sell the unit, though a lower price may be obtainable through negotiation.

 COMPARABLE UNITS

CHASSIS	Loss Unit	Comp 1	Comp 2
PB - Power Brakes	✓	✓	✓
CZ - Camel Back Suspension	✗	✓	✗
JA - Jake Brake	✗	✓	✗
PK - Power Take-Off (Pto)	✓	✓	✓
PL - Power Locks	✗	✓	✗
S1 - Spring Suspension	✓	✗	✓
Additional Equipment			
28 Cu Yd Capacity	✗	✗	✓
31 Cu Yd Capacity	✗	✓	✗
Side Load	✓	✓	✓
Locking Differential	✗	✓	✗
33 Cu Yd Capacity	✓	✗	✗
Dual Steering	✗	✓	✓
Double Frame	✗	✓	✗
Body			
Exterior Construction	Steel		
Body Type	GARBAGE	GARBAGE	GARBAGE
Truck Condition	Average	Average	Average
Body Condition	Average	Average	Average
Adjustments:			
Make/Model/Trim		- \$ 8,238	- \$ 8,238
Configuration			
Engine Horse Power		- \$ 125	
Front Axle Rating(lbs.)		- \$ 1,855	- \$ 1,855
Front % of wear remaining		\$ 114	\$ 114
Body Year		- \$ 3,675	- \$ 3,675
Rear % of wear remaining		\$ 456	\$ 456
Rear Axle Rating(lbs.)		- \$ 2,352	- \$ 2,352
Additional Equipment			
28 Cu Yd Capacity			\$ 1,748
Locking Differential		- \$ 857	
Dual Steering		- \$ 6,729	- \$ 6,729
Double Frame		- \$ 510	
Options			
CC - Cruise Control		- \$ 110	
CZ - Camel Back Suspension		- \$ 1,954	
JA - Jake Brake		- \$ 481	



 COMPARABLE UNITS

PL - Power Locks	- \$ 175	
Odometer	- \$ 1,984	- \$ 2,228
Truck Condition	\$ 0	\$ 0
Body Condition	\$ 0	\$ 0
Adjusted Comparable Value	\$321,025	\$322,241



VALUATION NOTES

03/09/2026 13:48 - STANDARD EQUIPMENT: AC, PK

03/09/2026 13:47 - LOSS VEHICLE AVERAGE MILEAGE: 90938

This Market Valuation Report has been prepared exclusively for use by PREFERRED GOVERNMENTAL CLAIM SOLUTIONS, INC., and no other person or entity is entitled to or should rely upon this Market Valuation Report and/or any of its contents. CCC is one source of valuations, and there are other valuation sources available.

SUPPLEMENTAL INFORMATION

 LOSS UNIT HISTORY SUMMARY

Experian AutoCheck No Title Problem Found

 LOSS UNIT HISTORY INFORMATION

VINGuard®

VINGuard® Message: VINGuard has decoded this VIN without any errors



SUPPLEMENTAL INFORMATION

SUPPLEMENTAL INFORMATION



EXPERIAN® AUTOCHECK® VEHICLE HISTORY REPORT

TITLE CHECK

Abandoned	✓	No Abandoned Record Found
Damaged	✓	No Damaged Record Found
Fire Damage	✓	No Fire Damage Record Found
Grey Market	✓	No Grey Market Record Found
Hail Damage	✓	No Hail Damage Record Found
Insurance Loss	✓	No Insurance Loss Record Found
Junk	✓	No Junk Record Found
Rebuilt	✓	No Rebuilt Record Found
Salvage	✓	No Salvage Record Found

EVENT CHECK

NHTSA Crash Test Vehicle	✓	No NHTSA Crash Test Vehicle Record Found
Frame Damage	✓	No Frame Damage Record Found
Major Damage Incident	✓	No Major Damage Incident Record Found
Manufacturer Buyback/Lemon	✓	No Manufacturer Buyback/Lemon Record Found
Odometer Problem	✓	No Odometer Problem Record Found
Recycled	✓	No Recycled Record Found
Branded Title Auction	✓	No Branded Title Auction Record Found
Water Damage	✓	No Water Damage Record Found

VEHICLE INFORMATION

Accident	📄	Accident Record Found
Corrected Title	✓	No Corrected Title Record Found
Driver Education	✓	No Driver Education Record Found
Duplicate Title	✓	No Duplicate Title Record Found
Emissions Safety Inspection	✓	No Emissions Safety Inspection Record Found
Fire Damage Incident	✓	No Fire Damage Incident Record Found
Lease	✓	No Lease Record Found
Lien	✓	No Lien Record Found
Livery Use	✓	No Livery Use Record Found
Government Use	📄	Government Use Record Found
Police Use	✓	No Police Use Record Found
Fleet	✓	No Fleet Record Found
Rental	✓	No Rental Record Found
Fleet and/or Lease	✓	No Fleet and/or Lease Record Found
Fleet and/or Rental	✓	No Fleet and/or Rental Record Found
Repossessed	✓	No Repossessed Record Found
Taxi use	✓	No Taxi use Record Found
Theft	✓	No Theft Record Found

RESULTS FOUND

RESULTS FOUND

RESULTS FOUND

CCC provides PREFERRED GOVERNMENTAL CLAIM SOLUTIONS, INC. information reported by Experian® regarding the 2023 Mack LR64 6X4 LOW TILT Mack Mp7-355e 659 (1M2LR2GC8PM007033). This data is provided for informational purposes. Unless otherwise noted in this Market Valuation Report, CCC does not adjust the value of the loss unit based upon this information.

LEGEND :

- ✓ No Event Found
- 📄 Event Found
- 📄 Information Needed

TITLE CHECK

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss unit show no significant title events. When found, events often indicate automotive damage or warnings associated with the unit.

EVENT CHECK

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss unit show no historical events that indicate a significant automotive problem. These problems can indicate past previous car damage, theft, or other significant problems.

VEHICLE INFORMATION

INFORMATION FOUND

AutoCheck found additional information on this loss unit. These records will provide more history for this loss unit

ODOMETER CHECK

THIS VEHICLE CHECKS OUT

AutoCheck's result for this loss unit show no indication of odometer rollback or tampering was found. AutoCheck determines odometer rollbacks by searching for records that indicate odometer readings less than a previously reported value. Other odometer events can report events of tampering, or possible odometer breakage.

SUPPLEMENTAL INFORMATION



FULL HISTORY REPORT RUN DATE: 03/09/2026

Below are the historical events for this vehicle listed in chronological order.

EVENT DATE	EVENT LOCATION	ODOMETER READING	DATA SOURCE	EVENT DETAIL
01/25/2023	SAINT CLOUD, FL		Motor Vehicle Dept.	Registration Event/ Renewal
02/08/2023	SAINT CLOUD, FL		Motor Vehicle Dept.	Title
02/08/2023	SAINT CLOUD, FL		Motor Vehicle Dept.	Registration Event/ Renewal
02/08/2023	SAINT CLOUD, FL		Motor Vehicle Dept.	Excluded/Exempt
02/08/2023	SAINT CLOUD, FL		Motor Vehicle Dept.	Local Government
04/04/2023	FL		Police Report	Accident Reported
05/18/2023	FL		Police Report	Collision with Another Vehicle
05/18/2023	FL		Police Report	Accident Reported
05/18/2023	FL		Police Report	Vehicle Was Towed

AUTOCHECK TERMS AND CONDITIONS:

Experian's Reports are compiled from multiple sources. It is not always possible for Experian to obtain complete discrepancy information on all vehicles; therefore, there may be other title brands, odometer readings or discrepancies that apply to a vehicle that are not reflected on that vehicle's Report. Experian searches data from additional sources where possible, but all discrepancies may not be reflected on the Report.

These Reports are based on information supplied to Experian by external sources believed to be reliable, BUT NO RESPONSIBILITY IS ASSUMED BY EXPERIAN OR ITS AGENTS FOR ERRORS, INACCURACIES OR OMISSIONS. THE REPORTS ARE PROVIDED STRICTLY ON AN "AS IS WHERE IS" BASIS, AND EXPERIAN FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THIS REPORT.

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Experian shall not be liable for any delay or failure to provide an accurate report if and to the extent which such delay or failure is caused by events beyond the reasonable control of Experian, including, without limitation, "acts of God", terrorism, or public enemies, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments, or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

These terms and the relationship between you and Experian shall be governed by the laws of the State of Illinois (USA) without regard to its conflict of law provisions. You and Experian agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Cook, Illinois.



ACF
P.O. Box 622492, Orlando, FL 32862
Office: (407) 757-2376
aocf18@outlook.com

TOTAL LOSS

Estimate ID
26966567
Original
Claim Number
447372

Not An Authorization For repair

All supplement requests should be sent via email to
AOCF18@outlook.com, including supporting documents.
No Supplemental repairs are authorized without approval
from the Insurance Company.

Owner
City of Saint Cloud
2705 Peghorn Way
Saint Cloud, FL 34769
(407) 957-7294 (Mobile)

Appraiser
James Hamlin

Classification
Field

Preferred Governmental Claim Soluti

Loss Type Collision	Claim Number 447372	Adjuster Takena Atkins (321) 832-1413 (Work) takena.atkins@pgcs-tpa.com	Deductible Unknown
Reported Date 03/06/2026	Loss Date 03/02/2026	Inspection Site Fleet yard Saint Cloud, FL 34769	Inspection Date 3/6/2026

2023 Mack LR Base Base Base Base

Exterior Color Red	License FL-XJ8941	VIN 1M2LR2GC8PM007033	Condition Good
Drivable No	Odometer 30342	Mitchell Service Code 912830	
Primary Point of Impact Left Side (9)	Secondary Point(s) of Impact Rollover (13)		

City of Saint Cloud | 2023 Mack LR Base

Description 2023 Mack LR64 Heil Python Garbage Truck	Parts Profile ACF Florida	Parts Profile Version 20.0
---	------------------------------	-------------------------------

		LABOR			PART				
Line #	Description	Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
Front Lamps									
1	201220 R Frt Side Signal Lamp Assembly	Remove / Replace	Body	0.2#	New		1	\$78.16*	Yes

Line #		Description	LABOR			PART				
			Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
2	200209	R Frt Otr Clearance Lamp Assembly	Remove / Replace	Body	0.2#	New		1	\$42.10*	Yes
A/C / Heater / Ventilation										
3	201063	Evacuate & Recharge A/C - M	Remove / Replace	Mechanical	1.4					
4	201064	A/C Refrigerant Recovery - M	Remove / Replace	Mechanical	0.3					
Front Fender										
5	200582	R Frt Fender Panel Extension	Remove / Replace	Body	0.5	New		1	\$337.71*	Yes
6	200583	L Frt Fender Panel Extension	Remove / Replace	Body	0.5	New		1	\$337.71*	Yes
Frame										
7	200783	R Frame Rail -F	Remove / Replace	Frame	28.0#	New		1	\$1,560.00*	Yes
8	200784	L Frame Rail -F	Remove / Replace	Frame	30.0#	New		1	\$1,560.00*	Yes
Wheel										
9	200654	Alloy Wheel (2 @ \$519.35)	Remove / Replace	Body	0.0#	New		2	\$1,038.70*	Yes
Front Axle & Suspension										
10	200397	Add To Adjust Front Suspension -M	Align	Mechanical	2.0	Existing				
Front Steering Linkage / Gear										
11	200248	Bleed Power Assisted Steering -M	Remove / Replace	Mechanical	0.3					
Windshield										
12	200911	R W/Shield Glass	Remove / Replace	Glass	1.4#	New		1	\$453.40*	Yes
13	200912	L W/Shield Glass	Remove / Replace	Glass	1.4#	New		1	\$453.40*	Yes
14	200915	R W/Shield Seal	Remove / Replace	Body	0.0	New		1	\$105.52*	Yes
15	200918	L W/Shield Seal	Remove / Replace	Body	0.0	New		1	\$105.52*	Yes
Cab Assy										
16	201132	Cab Shell Assy	Remove / Replace	Body	46.6	New		1	\$18,545.25*	Yes
17	AUTO	Cab Assy	Refinish Only	Refinish	14.4 C					
18	AUTO	Add For Inside	Refinish Only	Refinish	7.2 C					
Front Door										
19	201141	R Frt Door Shell	Remove / Replace	Body	4.2	New		1	\$1,601.69*	Yes
20	AUTO	R Frt Door Outside	Refinish Only	Refinish	2.0 C					
21	AUTO	R Frt Add For Jambs & Interior	Refinish Only	Refinish	1.0 C					
22	201028	R Frt Door Rear View Mirror	Remove / Replace	Body	0.5	New		1	\$844.68*	Yes
23	200375	R Frt Door Moveable Glass	Remove / Replace	Glass	INC#	New		1	\$246.38*	Yes
24	200377	R Frt Door Peeper Window	Remove / Replace	Body	INC#	New		1	\$207.60*	Yes

			LABOR			PART				
Line #		Description	Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
25	200379	R Frt Door Peeper Window Seal	Remove / Replace	Body	INC#	New		1	\$54.92*	Yes
Driveshaft										
26	841672	Drive Shaft -M	Remove / Install	Mechanical	1.7	Existing				
Rear Suspension										
27	842195	Rear Axle Alignment -M	Check / Adjust	Mechanical	2.3	Existing				
Dry Van Chassis										
28	900500	Heil Python Body Assy	Remove / Replace	Mechanical*	95.0*	New	612-36-13	1	\$182,900.00*	Yes
Additional Costs & Materials										
29	AUTO	Paint/Materials	Additional Cost						\$1,084.00	Yes
30	936004	Shipping	Additional Cost						\$3,500.00*	Yes
31	936005	Lubricants	Additional Cost						\$784.50*	Yes
32	936007	Shop Materials	Additional Cost						\$375.00*	Yes
33	936012	Hazardous Waste Disposal	Additional Cost						\$25.00*	Yes
34	936003	Coolant	Additional Cost						\$85.00*	Yes
Additional Operations										
35	AUTO	Clear Coat	Additional Operation	Refinish	2.5*				\$0.00	
* Judgment Item			C Included in Clear Coat Calculation							
T Included in Two Tone Calculation			A Included in Clear Coat and Two Tone Calculation							
# Labor Note Applies			r CEG R&R Time Used for this Labor Operation							
d Discontinued by Manufacturer			[] Verify the part number and price before ordering							

Estimate Totals

Labor	Units	Rate	Sublet	Add'l Amount	Totals
Body Labor	52.7	\$145.00			\$7,641.50
Refinish Labor	27.1	\$145.00			\$3,929.50
Glass Labor	2.8	\$145.00			\$406.00
Frame Labor	58.0	\$145.00			\$8,410.00
Mechanical Labor	103.0	\$195.00			\$20,085.00
Total Labor	243.6				\$40,472.00
				Taxable	\$40,472.00
				Tax 0.0000%	\$0.00
				Non-Taxable	\$0.00
				Pre-Tax Discount 0.00%	\$0.00
				Labor Total	\$40,472.00
Parts	Amount				
Taxable Parts	\$210,472.74				\$210,472.74
				Parts Adjustments	\$0.00
				Tax 0.0000%	\$0.00
				Non-Taxable	\$0.00
				Pre-Tax Discount 0.00%	\$0.00
				Parts Total	\$210,472.74
Costs	Amount				

Estimate Totals

Paint Materials	\$1,084.00	\$1,084.00
Shop Materials	\$375.00	\$375.00
Other Additional Costs	\$4,394.50	\$4,394.50

Paint Materials:
- Refinish Units: 27.1 units
- Rate: \$40.00
- Rate Max: 99.9 units
- Additional Rate: \$0.00

Taxable	\$5,853.50
Tax 0.0000%	\$0.00
Non-Taxable	\$0.00
Pre-Tax Discount 0.00%	\$0.00
Costs Total	\$5,853.50

Gross Totals	Amount
Gross Total	\$256,798.24

Taxable	\$256,798.24
Tax	\$0.00
Non-Taxable	\$0.00
Pre-Tax Discount 0.00%	\$0.00
Gross Total	\$256,798.24

Adjustments	Amount
Total Customer Responsibility	\$0.00

Net Estimate Total \$256,798.24

*****Notice*****

This appraisal is subject to the complete review and approval by the assigning insurance company to assure accuracy, cost effectiveness, and that accepted industry repair standards are met. The insurance company listed has the right to accept or reject any part or all of this appraisal or make any changes they feel necessary.

"Failure to use the insurance proceeds in accordance with the security agreement, if any, could be a violation of 812.014, Florida Statutes. If you have any questions, contact your lending institution." "Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree." "This

paragraph shall not apply to reinsurance contracts, reinsurance agreements, or reinsurance claims transactions.

Disclaimer: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Assignment Info

File # : 3839940

Claim # : 447372

Date : 03/10/2026

PO Box 1599

Bellevue, FL 34421

Phone (407) 757-2376

Fax (407) 720-4482

Email AOCF18@outlook.com



File Name / Description:

TAG



File Name / Description:

SUSPENSION_INFO



File Name / Description:

RIGHT_SIDE_DAMAGE



File Name / Description:

RIGHT_REAR

Assignment Info

File # : 3839940

Claim # : 447372

Date : 03/10/2026

PO Box 1599

Bellevue, FL 34421

Phone (407) 757-2376

Fax (407) 720-4482

Email AOCF18@outlook.com



File Name / Description:

RIGHT_REAR_WHEEL_DAMAGE



File Name / Description:

RIGHT_MIDDLE_WHEEL_DAMAGE



File Name / Description:

RIGHT_FRONT



File Name / Description:

RIGHT_BODY_SIDE_DAMAGE

Assignment Info

File # : 3839940

Claim # : 447372

Date : 03/10/2026

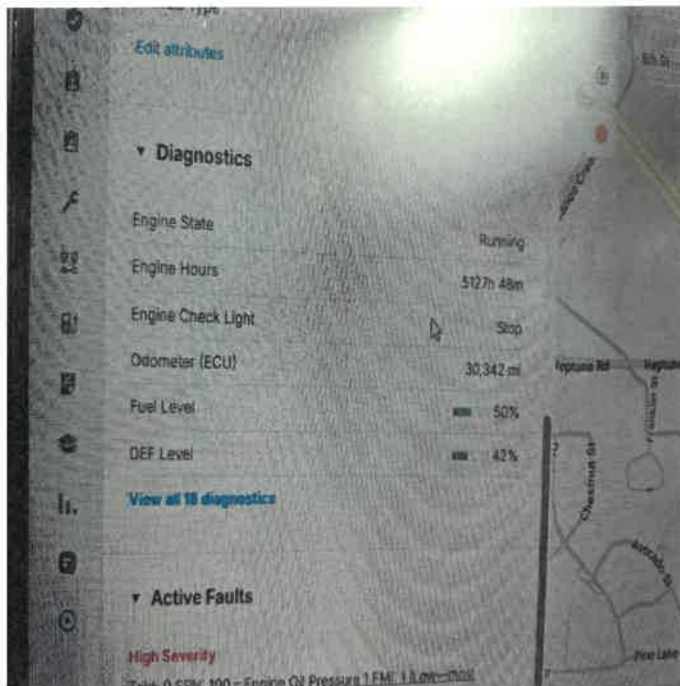
PO Box 1599

Belleview, FL 34421

Phone (407) 757-2376

Fax (407) 720-4482

Email AOCF18@outlook.com



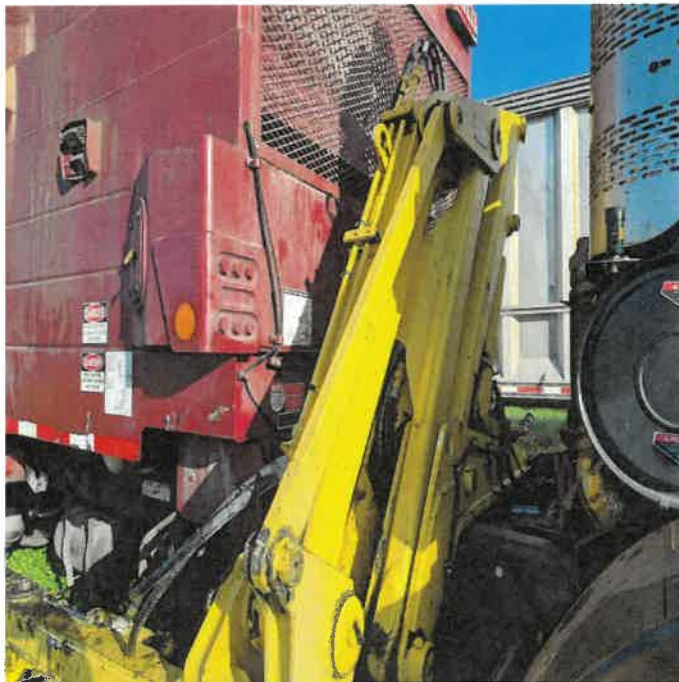
File Name / Description:

MILEAGE



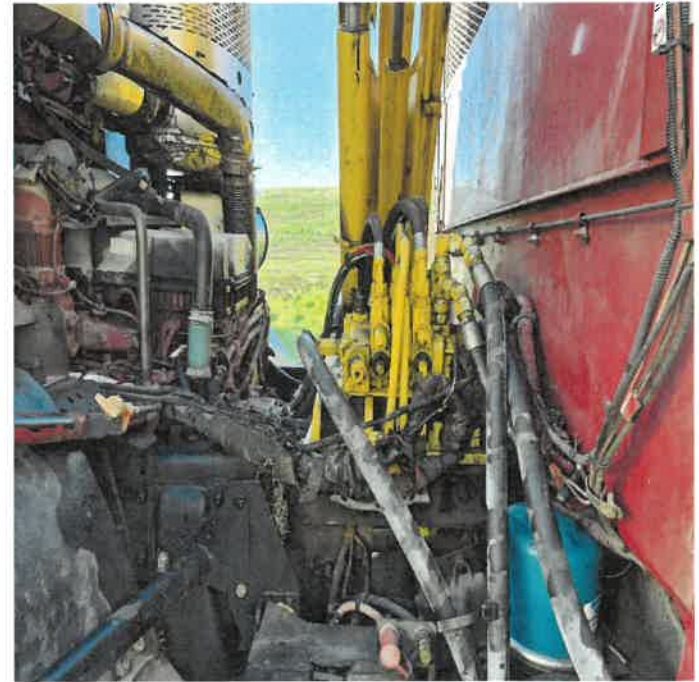
File Name / Description:

LOADER_DAMAGE



File Name / Description:

LOADER_DAMAGE_2_



File Name / Description:

LOADER_AND_CONTROL_DAMAGE

Assignment INFO

File # : 3839940

Claim # : 447372

Date : 03/10/2026

PO Box 1599

Bellevue, FL 34421

Phone (407) 757-2376

Fax (407) 720-4482

Email AOCF18@outlook.com



File Name / Description:

LEFT_REAR



File Name / Description:

LEFT_FRONT



File Name / Description:

LEFT_FENDER_ASSEMBLY



File Name / Description:

LEFT_BODY_SIDE_DAMAGE

Assignment Info

File # : 3839940
Claim # : 447372
Date : 03/10/2026

PO Box 1599
Bellevue, FL 34421
Phone (407) 757-2376
Fax (407) 720-4482
Email AOCF18@outlook.com



File Name / Description:

LEFT_BODY_SIDE_DAMAGE_4_



File Name / Description:

LEFT_BODY_SIDE_DAMAGE_3_



File Name / Description:

LEFT_BODY_SIDE_DAMAGE_2_



File Name / Description:

INTERIOR

Assignment Info

File # : 3839940
Claim # : 447372
Date : 03/10/2026

PO Box 1599
Belleview, FL 34421
Phone (407) 757-2376
Fax (407) 720-4482
Email AOCF18@outlook.com



File Name / Description:

INTERIOR_2_



File Name / Description:

HOLES_IN_BODY_SIDE



File Name / Description:

HOLES_IN_BODY_SIDE_2_



File Name / Description:

FRONT

Assignment Info

File # : 3839940

Claim # : 447372

Date : 03/10/2026

PO Box 1599

Bellevue, FL 34421

Phone (407) 757-2376

Fax (407) 720-4482

Email AOCF18@outlook.com



File Name / Description:

FRAME_DAMAGE



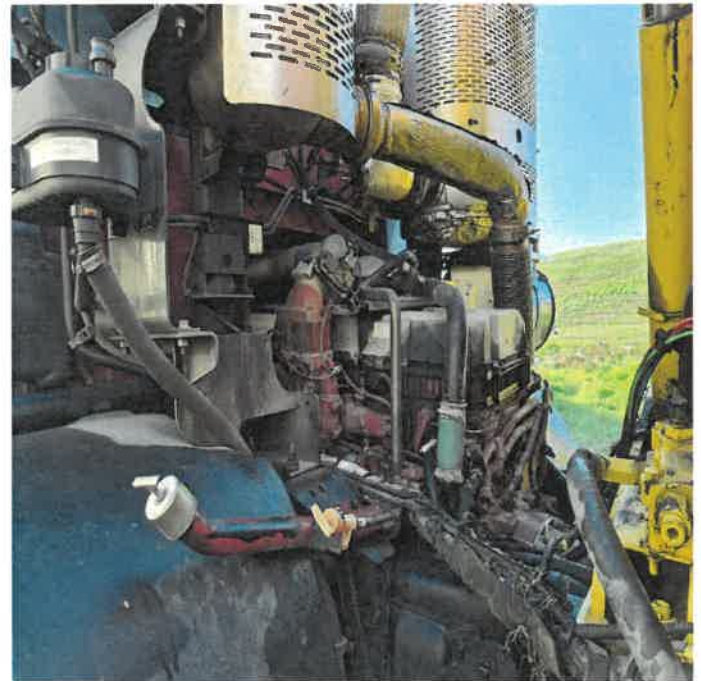
File Name / Description:

FRAME_DAMAGE_2_



File Name / Description:

EXHAUST



File Name / Description:

ENGINE

Assignment Info

File # : 3839940

Claim # : 447372

Date : 03/10/2026

PO Box 1599

Bellevue, FL 34421

Phone (407) 757-2376

Fax (407) 720-4482

Email AOCF18@outlook.com



File Name / Description:

ENGINE_AND_EXHAUST



File Name / Description:

DOOR_AND_CAB_DAMAGE



File Name / Description:

CAB_DOOR_AND_HARDWARE_DAMAGE



File Name / Description:

CAB_DOOR_AND_GLASS_DAMAGE

Assignment INFO

File # : 3839940

Claim # : 447372

Date : 03/10/2026

PO Box 1599

Bellevue, FL 34421

Phone (407) 757-2376

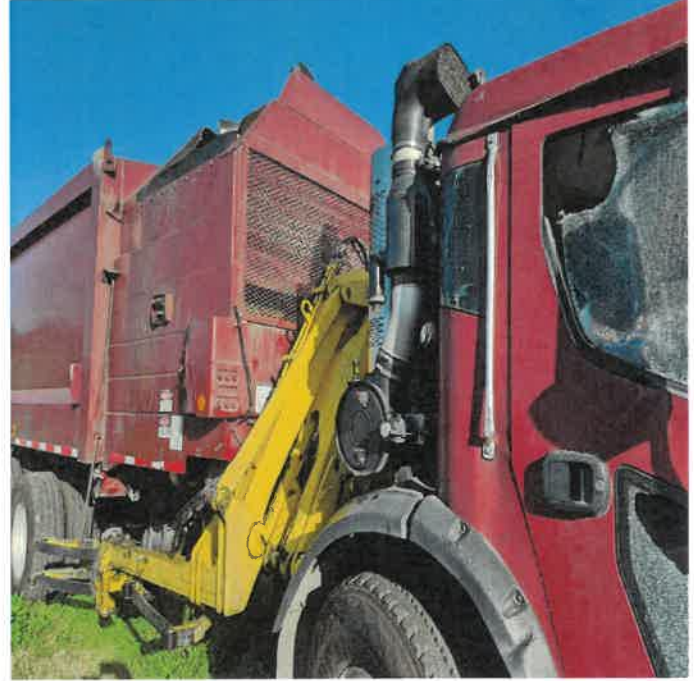
Fax (407) 720-4482

Email AOCF18@outlook.com



File Name / Description:

CAB_DOOR_AND_GLASS_DAMAGE_2_



File Name / Description:

CAB_BODY_AND_LOADER



File Name / Description:

CAB_AND_HARDWARE_DAMAGE



File Name / Description:

CAB_AND_GLASS_DAMAGE

Assignment Info

File # : 3839940

Claim # : 447372

Date : 03/10/2026

PO Box 1599

Belleview, FL 34421

Phone (407) 757-2376

Fax (407) 720-4482

Email AOCF18@outlook.com



File Name / Description:

CAB_AND_DOOR_DAMAGE



File Name / Description:

BODY_SIDE_DAMAGE



File Name / Description:

BODY_SIDE_DAMAGE_3_



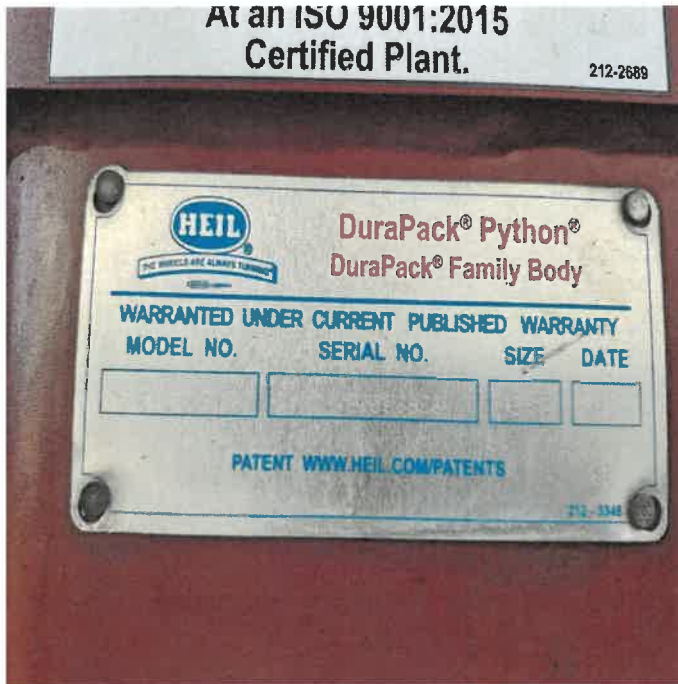
File Name / Description:

BODY_SIDE_DAMAGE_2_

Assignment Info

File # : 3839940
Claim # : 447372
Date : 03/10/2026

PO Box 1599
Bellevue, FL 34421
Phone (407) 757-2376
Fax (407) 720-4482
Email AOCF18@outlook.com



File Name / Description:

2-BODY_INFO



File Name / Description:

1-VIN



File Name / Description:

WINDSHIELDS_AND_CAB_DAMAGE



RDK ASSETS INC
3214 Adamo Drive
Tampa, FL 33605
P: (813) 241-0711
F: (813) 241-0414



BILL TO
ST CLOUD FLORIDA
1300 9TH STREET
SAINT CLOUD, FL 34769
P: (407) 552-8575

DELIVER TO
ST CLOUD FLORIDA
1300 9TH STREET
SAINT CLOUD, FL 34769
P: (407) 552-8575

SALES QUOTE: M101004276

PRINT DATE	ORDER STATUS	DELIVERY DATE	INVOICE DATE	SALESPERSON	CUSTOMER REFERENCE
6/22/2026	QUOTE	12/31/9999		Jeff	

ID	YR - MAKE - MODEL	SERIAL NUMBERS / ITEM DESCRIPTION	PRICE
108493	2023 - MACK - LR64 - SL	1M2LR2GC9PM007784 New Way 24167A	345,000.00
		Vehicle - Price	345,000.00
		Freight Fee	500.00
		Total Price:	345,500.00

Total Due	=	\$345,500.00
-----------	---	--------------

x _____
Buyer Signature

x _____
Seller Signature

Date

Date



RDK ASSETS INC
3214 Adamo Drive
Tampa, FL 33605
P: (813) 241-0711
F: (813) 241-0414



BILL TO
ST CLOUD FLORIDA
1300 9TH STREET
SAINT CLOUD, FL 34769
P: (407) 552-8575

DELIVER TO
ST CLOUD FLORIDA
1300 9TH STREET
SAINT CLOUD, FL 34769
P: (407) 552-8575

SALES QUOTE: M101004276

PRINT DATE	ORDER STATUS	DELIVERY DATE	INVOICE DATE	SALESPERSON	CUSTOMER REFERENCE
6/22/2026	QUOTE	12/31/9999		Jeff	

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108493	2023 - MACK - LR64 - SL	1M2LR2GC9PM007784 New Way 24167A	345,000.00
		Vehicle - Price	345,000.00
		Freight Fee	500.00
		Total Price:	345,500.00

Total Due	=	\$345,500.00
-----------	---	--------------

x _____
Buyer Signature

x _____
Seller Signature

Date

Date



SALES QUOTE: M101004276

TERMS AND CONDITIONS:

1. Customer's responsibilities. Customer agrees to pay RDK Assets INC, dba RDK Truck Sales all charges required by law to be collected, including without limitation all tag, title, license, tire, battery and lien fees, and all federal, state and local taxes. Although RDK Assets INC, dba RDK Truck Sales has used its best efforts to accurately state the amounts due under this Agreement, Customer remains liable for any additional amounts which may be assessed by law against RDK Assets INC, dba RDK Truck Sales. Customer shall be responsible to pay RDK Assets INC, dba RDK Truck Sales for all amounts due to pay off any liens on Customer's trade-in, as may be required by such lienholder, regardless of whether the lienholder has quoted the wrong amount to RDK Assets INC, dba RDK Truck Sales, the payoff amount has changed after the date of such quote, or whether Customer has failed to disclose to RDK Assets INC, dba RDK Truck Sales all lienholders on the vehicle. In the event RDK Assets INC, dba RDK Truck Sales incurs any additional costs after sale of the vehicle, such as sales tax, federal excise tax, license, tag, title and transfer fees, Customer shall promptly reimburse RDK Assets INC, dba RDK Truck Sales for such costs upon demand. Unpaid or past due balances will be assessed an interest charge equal to the lesser of (1) one and one half percent (1 1/2 %) per month or (ii) the maximum rate permitted by law.

2. Deposit. Should RDK Assets INC, dba RDK Truck Sales fail to accept this offer or be unable to deliver the vehicle as promised, Customer's sole remedy against RDK Assets INC, dba RDK Truck Sales shall be a return of the deposit as liquidated damages. Should Customer fail to take delivery of the vehicle for any reason or otherwise breach this agreement, RDK Assets INC, dba RDK Truck Sales may elect to retain the deposit, and sue for any actual damages incurred by RDK Assets INC, dba RDK Truck Sales for work done, costs incurred, and for any incidental or consequential damages caused by Customer's breach.

3. Warranties. except as otherwise specified in the Warranty section on page one of this Agreement, and as evidenced by a Warranty Certificate signed by an authorized representative of RDK Assets INC, dba RDK Truck Sales, all used vehicles are sold "AS IS, WITHOUT WARRANTY", either express or implied. **RDK ASSETS INC, dba RDK TRUCK SALES SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REPRESENTATIONS TO THE CUSTOMER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE WARRANTY CERTIFICATE.** No other person is authorized to make any representations or warranties on behalf of RDK Assets INC, dba RDK Truck Sales, unless made or assumed in writing by RDK Assets INC, dba RDK Truck Sales.

4. Limitation of Liability. Customer shall fully inspect the vehicle at the time of delivery. Acceptance of the vehicle constitutes Customer's waiver of all claims against RDK Assets INC, dba RDK Truck Sales for all actual, incidental or consequential damages, including without limitation: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder unless RDK Assets INC, dba RDK Truck Sales receives notification of such failure within one week of delivery; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications explicitly specified by the Customer; e) modifications to the vehicle that the Customer specifies to be performed by others; and f) defects in design, materials or workmanship unless RDK Assets INC, dba RDK Truck Sales receives notification of such defects within one week of delivery.

Customer shall defend, indemnify and hold harmless RDK Assets INC, dba RDK Truck Sales and its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, by reason of bodily injury including death, and property damage, sustained by any person or persons including but not limited to the officers, agents and employees of Customer, as a result of the Customer's maintenance, use, operation, servicing, transportation, defect in or failure of the vehicle, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of RDK Assets INC, dba RDK Truck Sales, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or negligence.

5. Modifications by Others. Customer acknowledges that any requested modifications to the vehicle that the Customer specifies to be performed by others are Customer's sole responsibility, and Customer shall reimburse RDK Assets INC, dba RDK Truck Sales for the cost of such modifications, regardless of whether Customer takes delivery of the vehicle. RDK Assets INC, dba RDK Truck Sales is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.

6. Trade-in. The trade-in allowance set forth on page one of this agreement is based upon an estimate by RDK Assets INC, dba RDK Truck Sales of the trade-in described herein in its present mechanical condition and with the equipment and attachments as represented by the Customer. Such trade-in shall be subject to reappraisal by RDK Assets INC, dba RDK Truck Sales at the time of delivery of the vehicle. Customer shall deliver the trade-in empty of trash, in the same condition as at the time of the original appraisal, and shall be liable to RDK Assets INC, dba RDK Truck Sales for any decrease in the trade-in allowance due to changes in mechanical condition, equipment or attachments, and for costs of clean-up and disposal of trash or debris inside the vehicle. Customer represents that any such trade-in vehicle is customer's property and is not subject to any liens or encumbrances except as disclosed by customer to RDK Assets INC, dba RDK Truck Sales.

7. Entire Agreement. This Agreement contains the final, complete, and exclusive expression of the understanding between the parties with respect to the purchase and sale of the vehicle, and supersedes any prior or contemporaneous agreement or representation, oral or written, by any of them. Customer is not relying on any statement or representation by RDK Assets INC, dba RDK Truck Sales that is not set forth in this Agreement or another written document that is signed by an authorized representative of RDK Assets INC, dba RDK Truck Sales.

8. Governing Law; Venue; Waiver of Right to Jury Trial. This Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Florida, excluding laws of Florida relating to the resolution of conflict of laws of different jurisdictions. The forum selected for any proceeding or suit related to this Agreement shall be in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, and the parties consent to this Court's personal jurisdiction over them, or if the State Court does not have subject matter jurisdiction, then in the District Court of the United States for the Middle District of Florida, Tampa Division, to which the parties also consent to personal jurisdiction. Each party hereby waives any defense, whether asserted by motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue. This is intended to be a mandatory and not a permissive forum selection provision. **Customer hereby knowingly, voluntarily and intentionally waives any right Customer may have to a trial by jury of any claim, demand, action, counterclaim, whether in contract or in tort, in any way related to the purchase and sale of the vehicle hereunder.**

9. No Waiver. RDK Assets INC, dba RDK Truck Sales shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in writing. No delay or omission by RDK Assets INC, dba RDK Truck Sales in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiver thereafter. All rights and remedies of a party hereunder are cumulative and concurrent and the exercise of one right or remedy shall not be deemed to be a waiver or release of any other right or remedy.

10. Miscellaneous. Risk of loss shall pass to the Customer upon acceptance of delivery of the vehicle. A facsimile of this agreement shall have the same legal effect as an original hereof. Venue for any actions involving this agreement, including counterclaims, cross-claims or third party claims shall be exclusively in Hillsborough County, Florida, and this agreement shall be construed under the laws of the State of Florida. This agreement may not be assigned by Customer. This agreement expresses the entire agreement of the parties. If any part hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. In the event that RDK Assets INC, dba RDK Truck Sales is required to employ an attorney to enforce any of the terms of this agreement, Customer shall be liable for all reasonable attorney's fees and costs, regardless of whether suit is instituted, through and including all trials, appeals and bankruptcy proceedings.

I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM.

CUSTOMER:
ST CLOUD FLORIDA

Signature

Print Name

Title

Date

APPROVED:

RDK Assets INC dba RDK Truck Sales

Signature

Print Name

Title



CITY OF ST. CLOUD
BUDGET AMENDMENT
REQUEST

BUDGET AMENDMENT #: 4
FUND #: 450

DATE: 05/26/26
DEPARTMENT: Public Works - Stormwater

Reason/Justification for requested amendment:

To recognize funding for a Florida DEP grant to complete project SW2602 Stormwater Dam.

Recommended Funding Source	Amount	Account Number (Finance will complete)
Prior Year Fund Balance:		
Prior Year Fund Balance:		
Revenue:	\$300,000	450-0000-334-90-00
Revenue:		

Expenditure Accounts Additions Requested:

ACCOUNT NUMBER	ACCOUNT NAME	PROJECT	AMOUNT
450-9595-699-34-00	Contractual Services	SW2602	\$300,000

Kevin Felblinger 05/26/26
DEPARTMENT DIRECTOR

Daphy M. Lopez
DIRECTOR OF FINANCE

Vern Miller
CITY MANAGER

CAPITAL IMPROVEMENTS PROGRAM PROJECT REQUEST					
Date Submitted:		5/26/2026		Initiation Year: 2026	
Submitting Dept./Division:		Public Works - Stormwater		Finance PRJ/No.: SW2602	
Submitting Dept. File No.:				P/N Data Entry-By/	
Original Budget Year:		FY 2025/2026		Date:	
Year Projected Expected to be In Service:		2028		Payroll Data Entry By/	
Fund /Dept-Div/ Activity:		450-9595-699		Date:	
Adopted by Resolution #					
Adopted @ Council Mtg.:					
1.) Project Title:		Stormwater Dam System			
a. Project included in the Comprehensive Plan?:		Yes		X No	
b. If <u>NOT</u> in Comp Plan, Priority of Proj:		Priority Ranking:			
c. Is it in the Department CIP or the Comp Plan?		Dept CIP		X Comp Plan	
2.) Full Description of Project:					
The City of St. Cloud experiences flooding due to high water levels in East Lake Tohopekaliga caused by extreme rain events. This project will allow the city to proactively control flooding through the rapid deployment of dam systems around the city to provide flood protection during hurricanes, tropical storms, or other heavy rain events.					
3.) ESTIMATED COST TO BUILD THIS PROJECT/PROGRAM/SYSTEM					
Element #	Element description				Projected Cost
12-00	SALARIES & WAGES				
14-00	OVERTIME				
31-00	PROFESSIONAL SRVC (Engineering, Architectural, Legal)				
34-00	OTHER CONTRACTUAL SERV(Custodial, janitorial, & other srvc)				\$300,000
49-53.00	OTHER CURRENT, OFF. SUPP, OPER. SUPP, (Year 1 costs)				
61-00	LAND & RIGHT OF WAYS				
62-00	BUILDINGS				
63-00	C/O OTHER IMPROVEMENTS				
64-00	MACHINERY & EQUIPMENT				
	TOTAL CONSTRUCTION COST				\$300,000
4.) Calendar Of Expenditures for Cash Flow Projections (For Multi-Year Projects Only)					
(Indicate amount requested by year and for what stage of project it is requested).					
MONTH/YEAR	AMOUNT	PROJ. PHASE (PLAN, DESIGN, CONST.)			
2026/2027	\$300,000	Construction			
5.) SOURCE OF FUNDS					
					TOTAL
Florida DEP Grant					\$300,000
TOTAL					\$300,000
NOTE: ATTACH ALL AGREEMENTS, EXPLANATIONS, JUSTIFICATIONS, SERVICE AREA MAPS, PLANS, ETC.					
REQUESTED BY:			APPROVED BY:		
<i>Kevin Felblinger</i>		05/26/26	<i>Daphne M. Cooper</i>		5/26/26
(Department Head)		(Date)	(Finance Director)		(Date)
<i>Kevin Felblinger</i>		05/26/26	<i>Vern Miller</i>		
ESTIMATED BY:		(Date)	(City Manager)		(Date)

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project):	Agreement Number:
St. Cloud Stormwater Dam System	L0346

2. Parties	State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000	(Department)
------------	--	--------------

Grantee Name: City of St. Cloud	Entity Type: Local Government
Grantee Address: 1300 9th Street, St. Cloud, FL 34769	FEID: 59-6000421
(Grantee)	

3. Agreement Begin Date: July 01, 2025	Date of Expiration: December 31, 2028
--	---

4. Project Number: <i>(If different from Agreement Number)</i>	Project Location(s): Lat/Long: (28.2586, -81.2831)
Project Description: The Grantee will purchase materials for rapid deployment dam systems to provide flood protection during hurricanes, tropical storms, or other heavy rain events.	

5. Total Amount of Funding: \$ 300,000.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	LP, GAA LI 1555, FY 25-26, WPSTF	\$ 300,000.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 300,000.00

6. Department's Grant Manager Name: Patricia Gedeo or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3602 Tallahassee, FL 32399-3000 Phone: 850-245-2938 Email: Patricia.Gedeo@FloridaDEP.gov	Grantee's Grant Manager Name: Jamie Demelo or successor Address: The City of St. Cloud 1300 9th Street St. Cloud, FL 34769 Phone: 407-957-7393 Email: jamie.demelo@stcloudfl.gov
--	---

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of St. Cloud	GRANTEE
Grantee Name:	
By <u>Veronica Miller</u> (Authorized Signature)	4/14/2026 Date Signed

Veronica Miller, City Manager

Print Name and Title of Person Signing	
State of Florida Department of Environmental Protection	DEPARTMENT
By <u>Angela Knecht</u> Secretary or Designee	Digitally signed by Angela Knecht Date: 2026.04.15 10:00:05 -04'00' Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing	
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☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Patricia Gedeo Digitally signed by Patricia Gedeo
Date: 2026.04.14 14:18:46 -04'00'

Patricia Gedeo, DEP Grant Manager

David M. Taylor Digitally signed by David M. Taylor
Date: 2026.04.14 14:23:32 -04'00'

David M. Taylor, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement;
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
 - (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

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execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

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- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

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- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

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- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
 - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

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- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
- iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
- iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
- v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
- vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

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The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

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- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0346**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is St. Cloud Stormwater Dam System. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☐	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☒	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

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Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting/Subawards.

Subcontracting is not permitted under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts/grants with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of

Attachment 2

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transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: St. Cloud Stormwater Dam System

PROJECT LOCATION: The Project will be located in the City of St. Cloud within Osceola County; Lat/Long (28.2586, -81.2831).

PROJECT BACKGROUND: The City of St. Cloud (Grantee) experiences flooding due to high water levels in East Lake Tohopekaliga caused by extreme rain events. This project will allow the Grantee to proactively control flooding through the rapid deployment of dam systems around the city to provide flood protection during hurricanes, tropical storms, or other heavy rain events.

PROJECT DESCRIPTION: The Grantee will purchase materials for rapid deployment dam systems to provide flood protection during hurricanes, tropical storms, or other heavy rain events.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Materials Purchase

Deliverables: The Grantee will purchase the following materials for approximately 54 Tiger Dam barrier systems and associated accessories necessary for storage and deployment including: transfer pumps, a sump pump, anchor drivers, and plastic crates.

Documentation: The Grantee will submit purchase order(s) and/or vendor invoice(s) for delivery, installation and start up (as applicable).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Materials Purchase	Miscellaneous/ Other Expenses	\$300,000	07/01/2025	06/30/2028
Total:			\$300,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

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PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Attachment 5

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By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

Attachment 5

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General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A				\$	
Federal Program B					

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
Federal Program A	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Program A					
Program B					

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects	149950
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category

Total Award	\$300,000
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

**U.S. FLOOD CONTROL CORP.**

802 Short St, Building J
Kenner, LA 70062
Phone:504.813.7303

Quote **USFCQ20226-1**

Date 2-Feb-26

Purchaser

Name St.Cloud
Attn: Cameron Crandell
City St. Cloud ST ZIP
Email: _____

Vendor

Name U.S. Flood Control Corp.
Address 802 Short St, Building J
City Kenner ST LA ZIP 70062
504-813-7303

Qty	Units	Description - 750ft x 36" TD Stacked 2/1 = 5'6"	Unit Price	TOTAL
53	Each	36"x 50ft Super Tiger Dams	\$4,295.00	\$227,635.00
153	Each	36' Straps for 36" Dams	\$60.00	\$9,180.00
10	Each	Fill Attachment	\$175.00	\$1,750.00
10	Each	Ball Valve	\$150.00	\$1,500.00
10	Each	Attachment Stand	\$185.00	\$1,850.00
5	Each	Siamese Splitter Connection	\$150.00	\$750.00
5	Each	Hydrant Connection with Ball Valve	\$165.00	\$825.00
5	Each	Hydrant Wrench	\$60.00	\$300.00
15	Each	50ft Double Mill Discharge Hose with Cam Locks	\$150.00	\$2,250.00
7	Each	3" Pump - Honda Transfer	\$1,075.00	\$7,525.00
14	Each	10ft Suction Hose	\$125.00	\$1,750.00
7	Each	Strainer	\$19.00	\$133.00
4	Each	Sump Pump (Automatic)	\$1,250.00	\$5,000.00
2	Each	Tiger Winder Kit	\$350.00	\$700.00
1	Each	Valve Tool	\$250.00	\$250.00
4	Each	Patch Kit	\$105.00	\$420.00
120	Each	Chocks	\$12.00	\$1,440.00
60	Each	Tiger Brace	\$55.00	\$3,300.00
270	Each	Earth Anchor (4ft)	\$50.00	\$13,500.00
3	Each	Anchor Driver - Earth (Battery Operated)	\$1,290.00	\$3,870.00
3	Each	Anchor Adaptor w/ Pin	\$65.00	\$195.00
1	Each	Training	\$3,000.00	\$3,000.00
2	Each	Plastic Crate - 50"	\$850.00	\$1,700.00
6	Each	Plastic Crate - 34" (For 36" TDs)	\$1,095.00	\$6,570.00
Quote does not include shipping or taxes				
FED ID 68-0549696				

Sub Total \$295,393.00

Shipping \$3,665.00

Tax

TOTAL \$299,058.00**Payment Details**

- ☒ Check
- ☐ Cash
- ☐ Account No.
- ☐ Credit Card

AUTHORIZED SIGNATURE OF PURCHASER UPON ACCEPTANCE OF AGREEMENT

Name: _____ SIGNATURE: _____
DATE: _____

WARNING: U.S. FLOOD CONTROL CORP. ("USFC") DOES NOT GUARANTEE OR WARRANTY THE TIGER DAM™ SYSTEM AND RELATED PRODUCTS IN FLOODING CONTROL OR FLUID CONTAINMENT SITUATIONS. USFC'S LIABILITY TO PURCHASER

RELATED PRODUCTS IN FLOODING CONTROL OR FLOOD CONTAINMENT SITUATIONS. USFC'S LIABILITY TO PURCHASER FOR ANY SUCH USE IS HEREBY STRICTLY LIMITED. SEE PAGE TWO OF THIS DOCUMENT FOR DETAILS

1. Purchase: Upon the execution of this Agreement by Purchaser, USFC agrees to supply and sell, and Purchaser agrees to purchase, the Product in accordance with these terms and conditions. "Product" means the goods described in the invoice above, and this "Agreement" consists of the invoice and these terms and conditions. USFC's shipment of the Product to Purchaser pursuant to this Agreement shall constitute acceptance by Purchaser of this Agreement, even if this Agreement is not expressly executed by the Purchaser above. This Agreement supersedes any purchase order or other terms and conditions issued by Purchaser at any time, and such are of no force or effect concerning the purchase and sale of Products to Purchaser.

2. Delivery, Risk of Loss and Title: USFC shall use commercially reasonable efforts to deliver the Products to Purchaser on the delivery date specified by USFC. For domestic customers, Products are supplied to Purchaser EXW (*Incoterms 2010*) at the place of delivery to carrier, and Purchaser is responsible for all loading, shipping, duties and other costs from that point. For overseas customers, Products are supplied to Purchaser DAT (*Incoterms 2010*), at the inbound terminal, and USFC is responsible for all loading and shipping cost to that point. Legal title shall transfer to Purchaser upon the transfer of the risk of loss pursuant to such *Incoterms 2010*, but USFC hereby retains a lien upon, and a reversionary interest to, all Products until Purchaser has paid USFC therefore, in full.

3. Price and Payment: Purchaser shall pay the purchase price, applicable taxes, shipping and related costs in the amount and manner specified in this Agreement, including any deposit required by USFC. Unless otherwise provided, Purchaser shall pay this invoice within thirty (30) days of receipt thereof by Purchaser. Interest shall accrue and be payable by Purchaser on any overdue and unpaid amounts at the rate of One and a half (1.5%) percent per month, compounded, not to exceed Eighteen (18%) percent per annum, which is payable by Purchaser without the necessity of demand.

4. Warranty Disclaimer: U.S. Flood Control Corp., the manufacturer of the Products, gives a limited 5-year Warranty for the Products, as posted at www.usfloodcontrol.com ("Warranty"). USFC MAKES NO REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO ANY PRODUCT INCLUDING WITHOUT LIMITATION ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR INFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER THIRD PERSON RIGHTS, WHETHER ARISING BY LAW, USAGE OR TRADE, COURSE OF DEALING, COURSE OF PERFORMANCE OR OTHERWISE, REGARDING ANY PRODUCT OR ANY SERVICES PERFORMED BY USFC OR ITS REPRESENTATIVES, AGENTS OR CONTRACTORS. USFC'S ENTIRE LIABILITY AND PURCHASER'S EXCLUSIVE REMEDY, FOR ANY DEFECT IN THE PRODUCT WHATSOEVER, IS THE WARRANTY, AND PURCHASER HEREBY WAIVES ANY AND ALL RIGHT OF ACTION AGAINST USFC, AND RELEASES USFC FROM ANY AND ALL LIABILITY ARISING AT LAW OR UNDER THIS AGREEMENT, RELATING THERETO, HOWSOEVER ARISING.

5. Indemnification: The Purchaser is hereby liable to and agrees to indemnify, defend and hold harmless USFC and its affiliates, and each entity's respective officers, directors, employees, representatives, agents and contractors ("USFC Parties"), from and against any and all actions, causes of actions, claims, demands, liabilities, losses, judgments, settlements, damages or expenses including legal fees and costs on a solicitor and his own client indemnity basis ("Claim") made by or awarded to any third person, which and USFC Party may at any time incur or become subject to, whether based in whole or in part in contract, tort, negligence, breach of statute or any other theory of law, arising from any of the following: (i) death or bodily injury, or loss of or damage to real, tangible or intangible personal property, including data and digital information, caused or contributed to by use of a Product by, or the acts or omissions of, Purchaser or its employees, customers, contractors, representatives or agents; (ii) failure by Purchaser to perform any obligations under any agreement or legal obligation it may have with or to any third person; (iii) failure by Purchaser to adhere to any applicable law or statutory or regulatory obligation; or (iv) failure to adhere to any obligation, or the breach or incorrectness of any representation or warranty, by Purchaser under this Agreement. USFC shall promptly notify the Purchaser in writing of any such Claim it receives and shall promptly tender to the Purchaser control of the defense of any such Claim with counsel of its choice, at Purchaser's own expense. In no event shall Purchaser compromise or settle such Claim that in any way prejudices USFC without USFC's prior written consent in its discretion.

6. Limitation of Liability: UNDER NO CIRCUMSTANCES WILL THE USFC PARTIES OR ANY OF THEM BE LIABLE TO PURCHASER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONTINGENT, EXEMPLARY, PUNITIVE, AGGRAVATED, CONSEQUENTIAL OR EQUITABLE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF GOODWILL, LOSS OF ACTUAL OR ANTICIPATED PROFITS OR REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF USE OR LACK OF AVAILABILITY OF FACILITIES, FIDUCIARY OBLIGATIONS, RESTITUTIONARY LIABILITIES OR ANY OTHER ECONOMIC LOSS WHATSOEVER, HOWEVER CAUSED AND WHETHER OR NOT FORESEEABLE, OR FOR CONTRIBUTION OR INDEMNITY IN RESPECT THEREOF, EVEN IF THE USFC PARTIES OR ANY OF THEM HAVE BEEN INFORMED IN ADVANCE OR OUGHT REASONABLY TO HAVE KNOWN OF THE POTENTIAL FOR SUCH DAMAGES. THE ENTIRE CUMULATIVE LIABILITY OF THE USFC PARTIES, AND THE EXCLUSIVE RECOURSE OF THE PURCHASER, IN THE EVENT OF ANY CLAIM BY PURCHASER, SHALL BE LIMITED IN THE AGGREGATE (REGARDLESS OF THE NUMBER OF CLAIMS) TO THE ACTUAL PROVEN DIRECT DAMAGES SUFFERED BY THE PURCHASER AND SHALL NOT EXCEED IN ANY EVENT THE AMOUNT OF THE TOTAL PURCHASE PRICE ACTUALLY PAID BY PURCHASER TO USFC FOR THE PRODUCT FROM WHICH SUCH DAMAGE IS ALLEGED TO HAVE ARISEN. NO LEGAL ACTION OR PROCEEDING MAY BE BROUGHT BY PURCHASER AGAINST ANY OF THE USFC PARTIES MORE THAN TWELVE (12) MONTHS AFTER THE FACTS GIVING RISE TO THE CAUSE OF ACTION HAVE OCCURRED, REGARDLESS OF WHETHER THOSE FACTS BY THAT TIME ARE KNOWN TO, OR OUGHT REASONABLY TO HAVE BEEN DISCOVERED BY, PURCHASER. THE FOREGOING LIMITATIONS OF LIABILITY APPLY REGARDLESS OF THE FORM OF ACTION OR BASIS OF LIABILITY, INCLUDING WITHOUT LIMITATION STATUTE, CONTRACT, TORT, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, BREACH OF A FUNDAMENTAL TERM OR FUNDAMENTAL BREACH. THE LIMITATION OF LIABILITY PROVISIONS OF THIS AGREEMENT REFLECT AN INFORMED VOLUNTARY ALLOCATION OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THE PRODUCTS AND THE PERFORMANCE BY USFC OF ITS OBLIGATIONS AND RESPONSIBILITIES AND SUCH VOLUNTARY RISK ALLOCATION REPRESENTS A MATERIAL PART OF THE AGREEMENT REACHED BETWEEN PURCHASER AND USFC IN RESPECT OF THE PRODUCTS.

7. No Waiver: The failure of either party to insist upon or to enforce strict performance of any provision of this Agreement, or to exercise any right or remedy under this Agreement, will not be interpreted or construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision, right or remedy in that or any other instance.

8. Assignment: USFC may assign this Agreement to a third person upon prior written notice to Purchaser. Purchaser may assign this Agreement to a third person upon IFC's prior written consent, not to be unreasonably withheld.

9. Force Majeure: In the event of war, fire, flood, strike, labor trouble, breakage of equipment, accident, riot, acts of governmental authority, Acts of God or contingencies beyond the reasonable control of the party affected, interfering with the then current producing, supplying, transporting, or consuming practices of the party respecting the Products, or in the event of inability to obtain on terms deemed by IFC to be practicable any raw material (including energy source) used in connection therewith, the quantity of goods provided for in this Agreement shall be reduced by the amount so affected during the period of such events without liability, but the Agreement shall otherwise remain unaffected USFC's decision as to what quantities are affected shall be final and binding.

10. "All sales and transactions evidenced by this invoice/agreement are deemed to have been made and accepted by the vendor in Hahnville, St. Charles Parish, Louisiana. Any dispute arising under or in conjunction with this invoice/agreement, or related to any matter which is the subject of this invoice/agreement, shall be determined in accordance with the laws of the State of Louisiana, and shall be subject to the exclusive jurisdiction of, and brought in, the Twenty-Ninth Judicial District Court of the Parish of St. Charles, State of Louisiana."

11. Severability: If any provision of this Agreement is judged by any Court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

12. Contra Preferentum Disclaimer and Legal Advice: The parties hereby acknowledge and agree that this Agreement shall be construed neither against nor in favour of either party, but rather in accordance with the fair and purposive meaning hereof. Each party hereby acknowledges that it has had the opportunity to seek independent legal advice respecting this Agreement, that it is a sophisticated contracting party, and that each provision of this Agreement is enforceable against it pursuant to its terms.

13. Entire Agreement: This Agreement sets forth the entire agreement and supersedes any and all prior agreements between the parties, or any purchase order or other terms and conditions issued by Purchaser, with respect to the subject matter hereof. No amendment to this Agreement will be valid unless set forth in a written instrument signed by both parties. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and both such counterparts when exchanged between the parties via facsimile transmission or otherwise, shall constitute one instrument. Pursuant to Section 1, Purchaser expressly agrees that supply of the Products to Purchaser in accordance with this Agreement shall constitute acceptance by Purchaser of this Agreement.



Meeting: July 16, 2026

Agenda Item Type: Public Hearings
Ordinance No. 2026-17 Accessory Dwelling
Unit LDC Amendment Project #CDA26-00002

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” and Article 5, “Residential Zoning Districts” for permitted accessory uses and setback requirements; and amending Article 14, “Use Regulations,” Section 3.14.30 “Accessory Dwelling Units (ADU)” of the Land Development Code to require impact fee and parking requirements for two-family and multi-family dwelling zoning districts (R-2, R-3, and R-4). 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 eliminate the required additional two parking spaces and impact fees for accessory dwelling units. On April 9, 2026, the revised ordinance was brought forth with the requested revisions and City Council made further recommendations to prohibit accessory dwelling units in two-family/multifamily dwelling districts. However, due to Senate Bill 180, restrictions cannot be made to uses already permitted. Therefore, the ordinance was revised to eliminate the additional two required parking spaces and impact fees for accessory dwelling units in agricultural and single-family dwelling districts. Two-family and multifamily dwelling districts must still meet the requirements as previously established.

The proposed Ordinance No. 2026-17 amends the following: removes the parking and impact fee requirements for those lots within Agricultural and Single-Family Dwelling Districts (A, R-1, R-1A, R-1B, and R-2A); 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” and Article 5, “Residential Zoning Districts” for permitted accessory uses and setback requirements; and amending Article 14, “Use Regulations,” Section 3.14.30 “Accessory Dwelling Units (ADU)” of the Land Development Code to require impact fee and parking requirements for two-family and multi-family dwelling zoning districts (R-2, R-3, and R-4). Providing for severability, conflicts, codification, publication, and an effective date.

Finance Director's Comments:

N/A

Procurement Director's Comments:

N/A

City Manager's Comments:**City Council Action:**

7/16/26 - Final Action

4/9/26 - Item was pulled to be brought back at a later date.

3/12/26 – Motion to approve the First Reading & Introduction by Fletcher. Seconded by Urban. Passed 4-1 Deputy Mayor Gilbert voted nay.

Attachments:

1. 1. CDA26-00002 Accessory Dwelling Unit LDC Amendment Staff Report 07.16.26 CC
2. 2. CDA26-00002 Ordinance No. 2026-17 07.16.26 CC



**MEMORANDUM REPORT
FOR CITY COUNCIL – ON JULY 16, 2026**

To: Mayor Robertson and City Council Members
From: Tisha Manning, MBA, CBTO, Deputy Community Development Director
Subject: Accessory Dwelling Unit (ADU) CDA26-00002 – Land Development Code Amendment
Date: July 16, 2026

REQUEST: The request is to approve **Ordinance No. 2026-17** for the amendment of Chapter 3, Article 4, “Agricultural Zoning Districts” and Article 5, “Residential Zoning Districts” for permitted accessory uses and setback requirements; and amending Article 14, “Use Regulations,” Section 3.14.30 “Accessory Dwelling Units (ADU)” of the Land Development Code to require impact fee and parking requirements for two-family and multi-family dwelling zoning districts (R-2, R-3, and R-4). Providing for severability, conflicts, codification, publication, and an effective date.

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 eliminate the required additional two parking spaces and impact fees for accessory dwelling units. On April 9, 2026 the revised ordinance was brought forth with the requested revisions and City Council made further recommendations to prohibit accessory dwelling units in two-family/multi-family dwelling districts. However, due to Senate Bill 180 restrictions cannot be made to uses already permitted. Therefore, the ordinance was revised to eliminate the additional two required parking spaces and impact fees for accessory dwelling units in agricultural and single-family dwelling districts. Two-family and multi-family dwelling districts must still meet the requirements as previously established.

The proposed Ordinance No. 2026-17 amends the following: removes the parking and impact fee requirements for those lots within Agricultural and Single-Family Dwelling Districts (A, R-1, R-1A, R-1B, and R-2A); 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” and Article 5, “Residential Zoning Districts” for permitted accessory uses and setback

requirements; and amending Article 14, “Use Regulations,” Section 3.14.30 “Accessory Dwelling Units (ADU)” of the Land Development Code to require impact fee and parking requirements for two-family and multi-family dwelling zoning districts (R-2, R-3, and R-4). Providing for severability, conflicts, codification, publication, 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.

On April 9, 2026 – Item was pulled to be brought back at a later date.

Attachments: Ordinance No. 2026-17

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” AND ARTICLE 5, “RESIDENTIAL ZONING DISTRICTS” FOR PERMITTED ACCESSORY USES AND SETBACK REQUIREMENTS; AND AMENDING ARTICLE 14, “USE REGULATIONS,” SECTION 3.14.30 “ACCESSORY DWELLING UNITS (ADU)” OF THE LAND DEVELOPMENT CODE TO REQUIRE IMPACT FEE AND PARKING REQUIREMENTS FOR TWO-FAMILY AND MULTI-FAMILY DWELLING ZONING DISTRICTS (R-2, R-3, AND R-4). 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
Accessory Dwelling Unit	P
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.) 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.

- 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
Accessory Dwelling Unit	P	P	P	P
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
<i>P = Permitted use by-right C = Conditional use</i>				

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 Street (ft.)	Rear Setback (ft.)	Waterfront Setback (ft.) ¹
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:

- Attached: the front, side, and rear yard setback shall be the same as those required for the principal structure.
- 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
Accessory Dwelling Unit	P	P
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
<i>P = Permitted use by-right C = Conditional use</i>		

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-	7,500	62.5 ¹	1,000	50% ²	80%	8

	family						
	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
Accessory Dwelling Unit	P	P
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
<i>P = Permitted use by-right C = Conditional use</i>		

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
- 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.
- 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-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.

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.

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.						

SECTION 3.

Article 14 - USE REGULATIONS

3.14.30. – 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. Properties located within Agriculture (A) and Single-Family Dwelling (R-E, R-1, R-1A, R-1B, and R-2A) Districts.

~~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. *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. *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 except:

a. Properties located within Agriculture (A) and Single-Family Dwelling (R-E, R-1, R-1A, R-1B, and R-2A) Districts.

J. 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. 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. Building Code. Must comply with the adopted Florida Building Code.

M. 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 16th day of July 2026.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, this 16th day of July, 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



Meeting: July 16, 2026

Agenda Item Type: Public Hearings
Ordinance No. 2026-25, Stephanie Leigh
Rothstein Memorial Park Project #ZMA25-
00023

Community Development Agenda Item:

FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-25, 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 +/- 27.26 acres identified as Stephanie Leigh Rothstein Memorial Park Additional Parcels, Project #ZMA25-00023, from "A" Agriculture to "OR" Open Space/Recreational, generally located north of Barina Street, east of Missouri Avenue, south of Sky Lakes Drive, and west of South Indiana Avenue 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. 2026-25 (This is a Quasi-Judicial proceeding)**

Strategic Key Focus Areas:

High-Performing Government

Background Information:

The subject property is generally located north of Barina Street, east of Missouri Avenue, south of Sky Lakes Drive, and west of South Indiana Avenue, within the jurisdictional boundaries of the City of St. Cloud. The parcel is approximately +/- 27.26 acres and is located within the "A" Agricultural zoning district.

Stephanie Leigh Rothstein Memorial Park currently resides north of the subject property that is currently vacant. The proposed Zoning Map Amendment seeks to rezone the subject property to "OR" Open Space and Recreation, which makes it consistent with the parcel to the north that received the "OR" zoning district via Ordinance No. 2025-55.

This change will formally align the property's zoning with its current and intended use and ensure consistency with the City's Land Development Code and Comprehensive Plan. This amendment supports the City's long-term goals of enhancing public access to open spaces and addressing the deficit of recreationally zoned land.

Concurrently, the City is proposing an update to the City's Comprehensive Map Amendment through CPA26-0005 (Ordinance 2026-32). This request to transition the above-mentioned parcels to a Future Land Use Designation of "Park and Open Space", will facilitate the land use necessary to support the "OR" Open Space and Recreation Zoning District.

This is a city initiated application.

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 June 16, 2026 Planning Commission – Motion to recommend approval by Grigsby. Second by Bridgeforth. Passed 5-0.

Staff reviewed this request for a Zoning Map Amendment on or before June 16th, 2026, with no objections. Staff recommends **APPROVAL** of Ordinance No. 2026-25 for a Zoning Map Amendment from “A” Agriculture to “OR” Open Space and Recreational for approximately +/- 27.26 acres of land.

Finance Director's Comments:

N/A

Procurement Director's Comments:

N/A

City Manager's Comments:

City Council Action:

7/16/26 - Final Action

6/11/26 - Motion to approve the First Reading & Introduction by Paul. Second by Urban. Passed 4-0 (Fletcher was absent for vote).

Attachments:

1. 1. ZMA25-00023 STEPHANIE LEIGH ROTHSTEIN MEMORIAL PARK STAFF REPORT 07.16.26 CC
2. 2. ZMA25-00023 STEPHANIE LEIGH ROTHSTEIN MEMORIAL PARK ORDINANCE No. 2026-25 07.16.26 CC



City Council Staff Report

Meeting Date: July 16, 2026

DRC Case No. /Ord. No.

ZMA25-00023 /2026-25

Type of Application
Zoning Map
Amendment

Case Name
Stephanie Leigh
Rothstein Memorial
Park - Additional
Parcels

Applicant/Agent
City of St. Cloud

Owner(s)
City of St. Cloud

Address/Location
North of Barina Street,
East of Missouri
Avenue, South of Sky
Lakes Drive, and West
of South Indiana
Avenue

Parcel(s) ID No(s).
14-26-30-0725-0001-
0050
14-26-30-0725-0001-
0210

Total Land Area
+/-27.26 acres

Project Planner
Tatiana Montero
Associate Planner

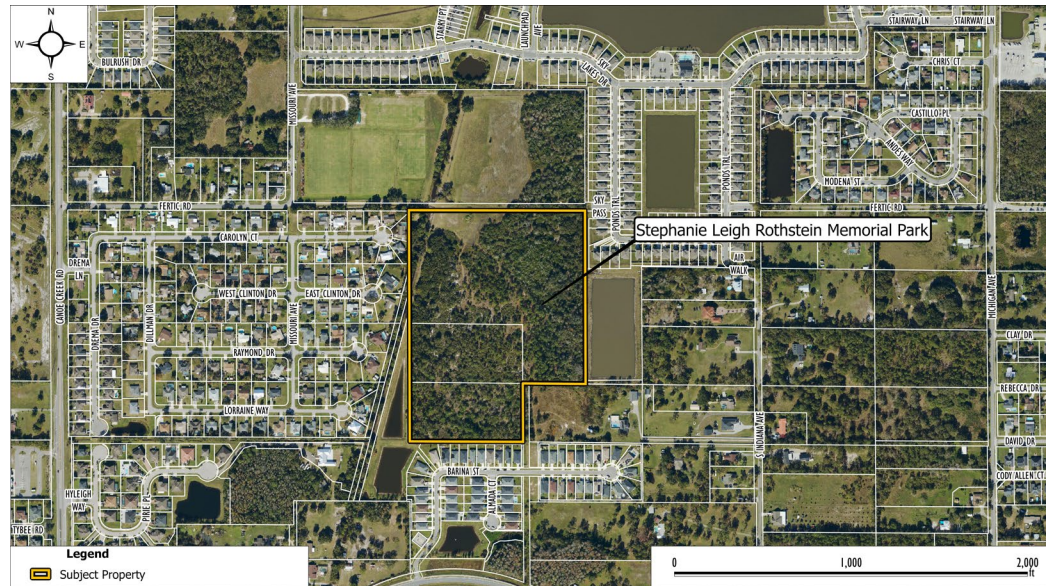


Figure 1 – Aerial Map

Request

The applicant is requesting consideration of a Zoning Map Amendment from “A” Agriculture to “OR” Open Space and Recreation for approximately +/- 27.263 acres of land. The subject property is shown in **Figure 1** above.

Background

The subject property is generally located north of Barina Street, east of Missouri Avenue, south of Sky Lakes Drive, and west of South Indiana Avenue, within the jurisdictional boundaries of the City of St. Cloud. The parcel is approximately +/- 27.26 acres and is located within the “A” Agricultural zoning district.

Stephanie Leigh Rothstein Memorial Park currently resides north of the subject property that is currently vacant. The proposed Zoning Map Amendment seeks to rezone the subject property to “OR” Open Space and Recreation, which makes it consistent with the parcel to the north that received the “OR” zoning district via Ordinance No. 2025-55.

This change will formally align the property’s zoning with its current and intended use and ensure consistency with the City’s Land Development Code and Comprehensive Plan. This amendment supports the City’s long-term goals of enhancing public access to open spaces and addressing the deficit of recreationally zoned land. This is a City initiated project.

Concurrently, the City is proposing an update to the City’s Comprehensive Map Amendment through CPA26-0005 (Ordinance 2026-32). This request to transition the above-mentioned parcels to a Future Land Use Designation of “Park and Open Space”, will facilitate the land use necessary to support the “OR” Open Space and Recreation Zoning District.

The following table summarizes adjacent Future Land Use designations, Zoning districts and existing uses.

TABLE 1: ZONING & FUTURE LAND USE OF NEIGHBORING PROPERTIES			
<i>Direction</i>	<i>Zoning</i>	<i>Future Land Use</i>	<i>Existing Land Use</i>
North	“OR” Open Space/Recreational	Park/Open Space	Stephanie Leigh Rothstein Memorial Park
East	“PUD” Planned Unit Development	Low Density Residential	Single Family-Improved
West	“R-1A” Single Family Dwelling	Low Density Residential	Single Family-Improved
South	“PUD” Planned Unit Development	Low Density Residential	Single Family-Improved

The following table summarizes the development regulations for the requested zoning district according to LDC Section 3.4.1.C and Section 3.8.1.C Development/lot requirements.

TABLE 2: AGRICULTURE LOT REQUIRMENTS						
<i>Minimum Site Area (sq. ft.)</i>	<i>Minimum Lot Width (ft.)</i>	<i>Dwelling Size Minimum Gross Floor Area (sq. ft.)</i>	<i>Minimum Lot Depth (ft.)</i>	<i>Maximum Lot Coverage</i>	<i>Maximum Impervious Coverage</i>	<i>Floor Area Ratio</i>
43,560	125	900	N/A	N/A	80%	N/A

TABLE 3: OPEN SPACE AND RECREATION LOT REQUIRMENTS					
<i>Minimum Site Area (sq. ft.)</i>	<i>Minimum Lot Width (ft.)</i>	<i>Minimum Lot Depth (ft.)</i>	<i>Maximum Lot Coverage</i>	<i>Maximum Impervious Coverage</i>	<i>Floor Area Ratio</i>
N/A	N/A	N/A	N/A	80%	0.3

Figures 2 & 3 below depict the current Future Land Use and Zoning districts within the City.

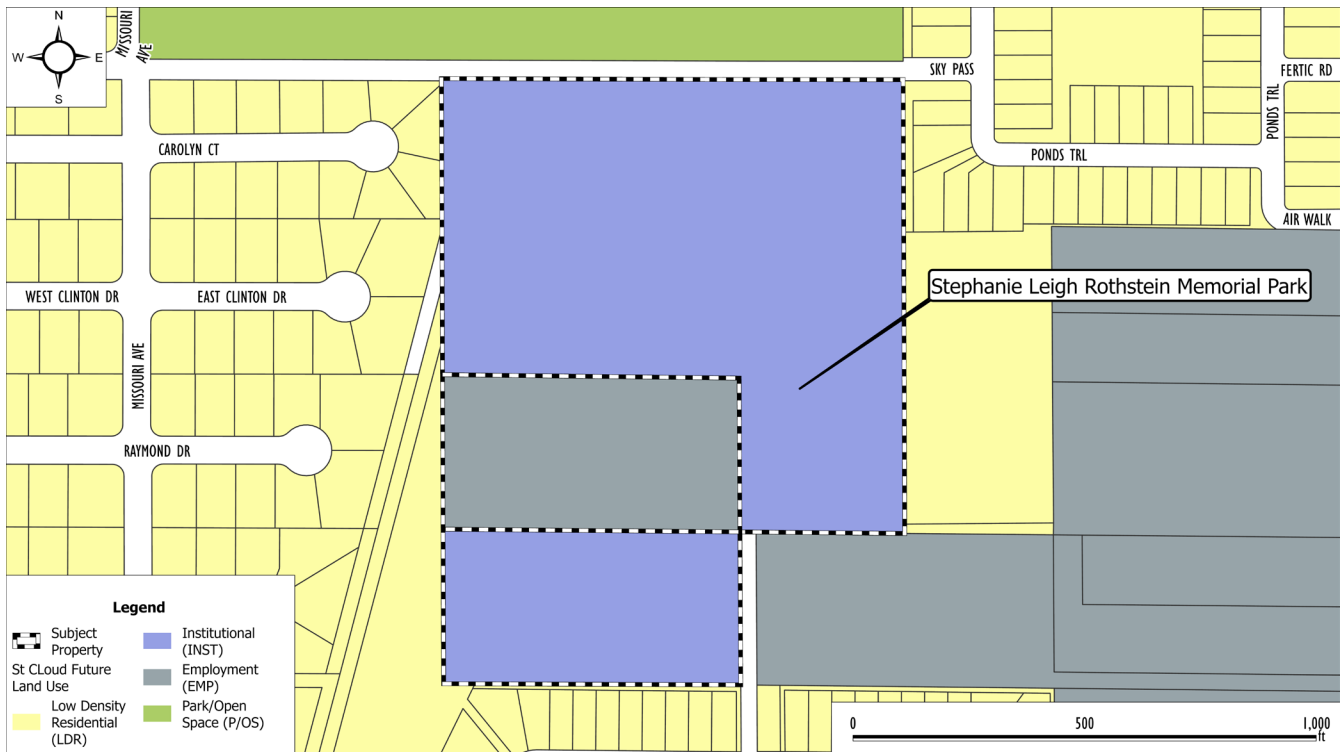


Figure 2 – Future Land Use Map

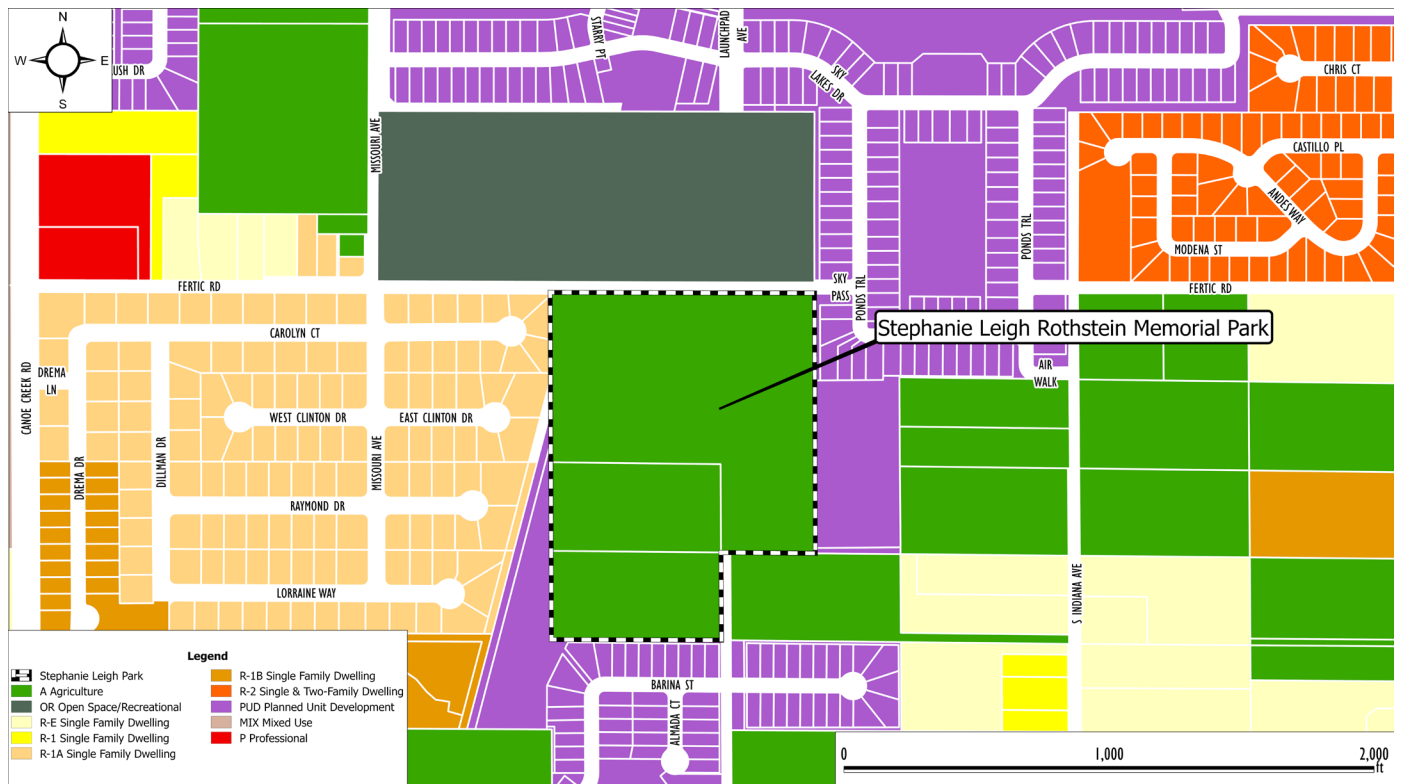


Figure 3 - Zoning Map

Public Notice

Notice of Public Hearing was mailed to property owners within 300 feet of the subject property and was advertised as required by Florida 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;

"No, the proposed rezoning introduces a more inviting land use pattern that will ensure consistency across land use designations and to accurately represent the intended recreational use of park spaces."

The subject properties are currently zoned as "A" Agriculture, which is not consistent with the proposed Future Land Use designation of Park and Open Space.

Per Section 3.4.1.A of the Land Development Code, Agricultural districts were intended to provide for primary agricultural use while preventing the creation of conditions which would become a nuisance or possible safety hazard, and which would generate high levels of traffic. The requested amendment to "OR" Open space and Recreation will create a designated area geared towards recreational and outdoor uses, aligning the existing Stephanie Leigh Memorial Park.

2. The proposed change would create an isolated district unrelated to the adjacent and nearby districts;

"No, the proposed change would not create an isolated district unrelated to adjacent and nearby districts."

The proposed Zoning Map Amendment to "OR" Open Space and Recreation will not create an isolated district, as it is consistent with the current land use pattern in the area. The subject property currently serves the surrounding residential districts as a community park. This amendment will reinforce and enhance the parcel's current recreational function, allowing it to better serve the community's needs by fostering the development of a recreational hub and creating opportunities for compatible new uses, such as outdoor markets. Additionally, the amendment addresses a documented deficit of "OR" districts within the City, supporting broader goals for equitable access to open space and recreational amenities.

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.;

"No, the proposed change would not materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, and streets."

The proposed Zoning Map Amendment application should not impact public school capacity. Per Land Development Code Section 3.8.1, park uses are permitted by right within the "OR" Open Space and Recreational district. Any future developments or additions to the parks will require a Site Development Plan, which may require additional improvements to existing infrastructure.

4. Existing district boundaries are illogically drawn in relation to existing conditions on the

property proposed for change;

“No, existing district boundaries are not illogically drawn in relation to existing conditions on the property proposed for change.”

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. Per Land Development Code, Section 3.8.1.A, the Open Space and Recreational district is established to provide for conservation and protection of sensitive lands or other public lands deemed worthy of preservation within the city to ensure that present and future residents of the city can enjoy the benefits of the City's natural environment.

5. The proposed change would be contrary to the land use plan and would have an adverse effect on the comprehensive plan;

“No, the proposed change would not be contrary to the land use plan and would not have an adverse effect on the comprehensive plan.”

The proposed Zoning Map Amendment aligns with the land use designations of the adjacent properties and the surrounding area. The parcel is currently surrounded by agricultural and single-family development, creating a natural transition to Open Space and Recreation.

6. Change or changing conditions make the passage of the proposed amendment necessary;

“Yes, existing conditions are changing with the project and amendment is needed.”

The parcel to the north was amended to have a “OR” Open Space and Recreation zoning district, which makes this proposed Zoning Map Amendment necessary to keep the park's zoning consistent. The proposed zoning district is also the only zoning district compatible with the proposed Park/Open Space Future Land Use.

7. The proposed change will adversely influence living conditions in the neighborhood;

“No, the proposed change would not be contrary to the land use plan, nor adversely influence living conditions in the neighborhood”

The proposed Zoning Map Amendment should not negatively impact living conditions in the neighborhood; instead, it should promote and enhance the existing park by permitting additional park-related uses, including Open-Air markets, and natural areas, thereby expanding recreational and environmental opportunities for the benefit of the surrounding neighborhoods.

8. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety;

“No, the proposed change will not create or excessively increase traffic congestion or otherwise affect public safety.”

The site currently maintains access via Missouri Avenue. No additional development is planned as part of the requested Zoning Map Amendment.

9. The proposed change will create a drainage problem;

“No, the proposed change will not create a drainage problem.”

Pursuant to Chapter 6 of the Land Development Code, water management systems shall be provided for all areas of development and accommodate 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;

“No, the proposed change will not seriously reduce light or air to adjacent areas.”

The proposed Zoning Map Amendment is not anticipated to impact access to light or air for adjacent areas. There is currently no development proposed at this location, however, any improvements or development would be required to meet the Land Development Code standards set forth within Chapter 4, Article 4 for Exterior Lighting Standards.

11. The proposed change will adversely affect property values in the adjacent area;

“No, the proposed change will not adversely affect property values in the adjacent area.”

The proposed Zoning Map Amendment is not expected to negatively impact 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;

“No, the proposed change will not be a deterrent to the improvement or development of adjacent property in accordance with existing regulations.”

The proposed Zoning Map Amendment is intended to support the provision of green spaces and recreational uses, which should not be a deterrent to the improvement or development of adjacent properties.

13. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare;

“No, the proposed change will not constitute a grant of special privilege to an individual owner as contrasted with the public welfare.”

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 of properties does not align with the promotion of open space recreation.”

Concurrently, there is a Comprehensive Plan Amendment to amend the Future Land Use from Employment and Institutional, and the only compatible zoning district with this Future Land Use is “OR” Open Space and Recreation.

Furthermore, the proposed rezoning will correct mapping inconsistency and align the zoning designation of the subject parcels with the original intent that they be included as part of the Stephanie Leigh Memorial Park.

15. Whether the change suggested is out of scale with the needs of the neighborhood of the city;

“The project is being propelled by the needs of the neighborhood and city, aiming to provide the community with expanded recreational opportunities.”

The proposed Zoning Map amendment is not out of scale as the subject property is already developed as a community park that supports soccer fields and is identified in the City's Comprehensive Plan under the Recreation and Open Space Element.

16. It is impossible to find other adequate sites in the city for the proposed use in districts already zoned for such use.

“The site is presently utilized for recreational activities. The proposed rezoning facilitates the development of additional recreational space to better address the community’s needs.”

The City has a limited number of properties zoned as “OR” Open Space and Recreational. Within this designation, there are a limited number of parks, including Hopkins Park, Ralph V. Chisholm Regional Park, and The Ranch. with this designation.

School Capacity Report

This Zoning Map Amendment was not routed to the Osceola County School District for review as this is a City-initiated project with no proposed development.

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:*** *Focus on the continuity and sustainability of core public services.*

Staff Recommendation

Staff reviewed this request for a Zoning Map Amendment on or before June 16th, 2026, with no objections. Staff recommends **APPROVAL** of Ordinance No. 2026-25 for a Zoning Map Amendment from “A” Agriculture to “OR” Open Space and Recreational for approximately +/- 27.26 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 June 16, 2026 – Motion to recommend approval by Grigsby. Second by Bridgeforth. Passed 5-0.

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 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 June 11, 2026 – Motion to approve the First Reading & Introduction by Paul. Second by Urban. Passed 4-0 (Fletcher was absent for vote).

Attachments

- Ordinance No. 2026-25

RETURN TO:
CITY OF ST. CLOUD
COMMUNITY DEVELOPMENT DEPARTMENT
1300 9TH STREET
ST. CLOUD, FL 34769

ORDINANCE NO. 2026-25

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 +/- 27.26 ACRES IDENTIFIED AS STEPHANIE LEIGH ROTHSTEIN MEMORIAL PARK ADDITIONAL PARCELS, PROJECT #ZMA25-00023, FROM "A" AGRICULTURE TO "OR" OPEN SPACE/RECREATIONAL GENERALLY LOCATED NORTH OF BARINA STREET, EAST OF MISSOURI AVENUE, SOUTH OF SKY LAKES DRIVE, AND WEST OF SOUTH INDIANA AVENUE 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 proposed Future Land Use designation of "Park and Open Space"; 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 June 16, 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 "Open Space and Recreation " zoning district classification for the property described below and as shown on Exhibit "A":

Stephanie Leigh Rothstein Memorial Park Additional Parcels:

PARCEL: 14-26-30-0725-0001-0050

PARCEL: 14-26-30-0725-0001-0210

LEGAL DESCRIPTION:

LOTS 5, 12, 21, 28 AND THE WEST ½ OF LOTS 4, 13, AND 20, SEMINOLE LAND & INVESTMENT CO.'S (INC.) SUBDIVISION OF SECTION 14, TOWNSHIP 26 SOUTH, RANGE 30 E, ACCORDING TO THE OFFICIAL PLAT THEREOF AS FILED AND RECORDED AMONG THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, PLAT BOOK B. PAGE 5.

Containing +/- 27.26 acres, more or less.

SECTION 2:

The property is rezoned to "OR" Open Space and Recreation, 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 Community Development Department.

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 11th day of June 2026.

Final Reading on the 16th of July 2026.

CITY OF ST. CLOUD

Christian B. Robertson, Mayor

ATTEST:

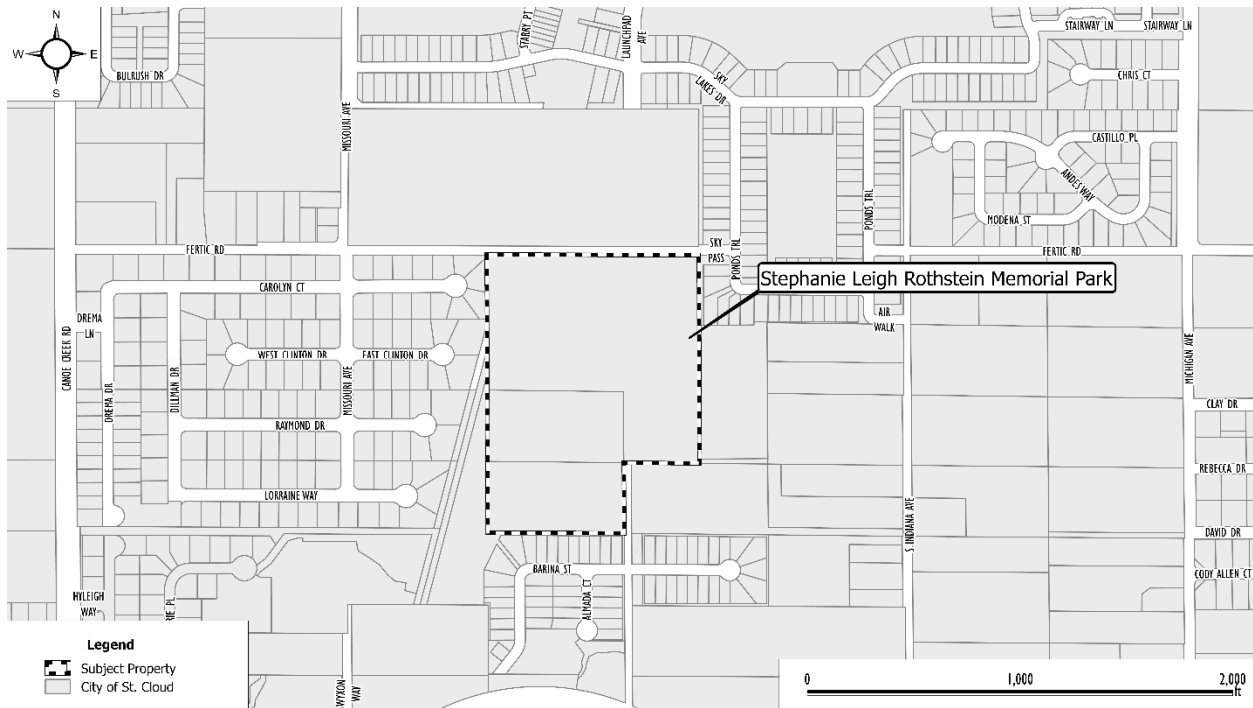
Ivy Llauro, City Clerk

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).

14-26-30-0725-0001-0050

14-26-30-0725-0001-0210



Meeting: July 16, 2026

Agenda Item Type: Public Hearings
Ordinance No. 2026-27 Alcohol Beverage
Establishment Project #CDA26-00004

Community Development Agenda Item:

FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-27, an ordinance of the City Council of the City of St. Cloud, Florida, amending Chapter 3 Performance and Siting Standards, Article 14 Use Regulations, Section 3.14.5 – Alcoholic Beverage Establishments; providing for conflict, severability, administrative correction, codification and publication and effective date. (Above is full title) **ORDINANCE NO. 2026-27 CONTINUED TO THE AUGUST 20, 2026, CITY COUNCIL MEETING**

Strategic Key Focus Areas:

High-Performing Government

Background Information:

This is a city initiated application.

Legal Authority:

Budget and Recommendation:

There is no cost associated with this item.

Planning Commission was held on June 16, 2026.

Final Action will be held on August 20, 2026.

Finance Director's Comments:

N/A

Procurement Director's Comments:

N/A

City Manager's Comments:

City Manager recommends approval

City Council Action:

8/13/26 - Final Action

7/16/26- Continued to August

5/14/26 - Motion to approve by Paul. Seconded by Urban. Passed 4-0

Attachments:

1. CDA26-00004 Alcohol Beverage Establishment Section 3.14.5 - Ordinance No. 2026-27

ORDINANCE NO 2026-27

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AMENDING CHAPTER 3 PERFORMANCE AND SITING STANDARDS, ARTICLE 14 USE REGULATIONS, SECTION 3.14.5 – ALCOHOLIC BEVERAGE ESTABLISHMENTS; 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 Planning Commission held a public hearing, with all required advertisements, on June 16, 2026, for the purpose of providing recommendation to the City Council to adopt Ordinance No. 2026-27 amending the Land Development Code, Section 3.14.5 - Alcohol Beverage Establishments;

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. CHAPTER 3, “PERFORMANCE AND SITING STANDARDS”, Article 14-Use Regulations, Section 3.14.5 “Alcoholic Beverage Establishment”, is amended as follows: (note strikethrough indicates removed words and underlined indicates added):

3.14.5. Alcoholic beverage establishments. (See definition chapter 8.)

In addition to any other requirements or limitations of this Code, places for the sale of liquor, beer, or wine for on-premises consumption, such as full-service restaurants, cocktail bars, saloons, nightclubs or package liquor stores (hereinafter called "establishments") shall be subject to the following additional requirements and limitations:

- A. These establishments shall be located at least 750 feet from any public, private, or parochial, elementary, junior high, or high school, and/or church or child day care center. The 750-foot minimum is to be measured in a straight line from the front or main entrance door of the establishment, as determined by the city manager or his designee, to the nearest point of the church structure or the nearest point of the school or child day care center property.
- B. These establishments shall be located at least 500 feet from another establishment. The required 500 feet is to be measured in a straight line from the nearest point of the structure of the establishment to the nearest point of the structure of another.
- C. Where an establishment is located and begins operation in conformity with this section and with this Code with subsequent locating of a school, church or child day care center within 750 feet of such existing establishment, or where an establishment began prior to the enactment of the

separation requirement, it shall not be construed that such establishment is in violation of this Code.

- D. The sale of alcoholic beverages for on-premises consumption or the package sale of alcoholic beverages shall be exempt from the provisions of section 3.14.5.A. through 3.14.5.C. for the following, as described below:
1. Full-service restaurants where the service of food is more than 51 percent of the total sales, verifiable upon request, and alcoholic beverages is incidental to the service of food cooked on the premises; or
 2. The sale of alcoholic beverages in certain bars/nightclubs which is incidental to a hotel or motel operation having more than 50 guestrooms; or
 3. The package sale of alcoholic beverages is not for consumption on the premises; or
 4. Micro-breweries or micro-wineries, as defined in section 8.2.2.
 5. The establishment is located within the CBD-1 as a permitted use; or
 6. The establishment is located within the CBD-2 as a conditional use; or
 7. Publicly owned facilities; or
 8. Private clubs where only members and their guests are served and there are no indications on the exterior of the building that alcoholic beverages are served therein, and where such private clubs, and fraternal organizations, are permitted within any zoning classifications, but shall be governed by the restrictions imposed by their state licenses.
- E. *Full-service restaurants.* The provisions of section 3.14.5.A. through 3.14.5.C. (above) shall not apply to the sale of alcoholic beverages for on-premises consumption at a full-service restaurant. A full-service restaurant is defined as an establishment serving full-course meals and engaged primarily in the service of food and non-alcoholic beverages, with alcoholic beverages generally only consumed or sold in connection with the consumption or sale of food during all hours of operation. A full-service restaurant may have a bar area in which alcoholic beverages are served and consumed without the accompanying sales and consumption of food; however, such bar area shall be no more than 12 percent of the total gross-floor area of the full-service restaurant.
- ~~An establishment which contains pool tables, video games, a stage, live entertainment, illuminated or non-illuminated signs advertising alcoholic beverages, permits dancing, or which has live music or plays recorded music at a level above 70 decibels (measured six inches from the source), shall not be considered to be a full-service restaurant. An establishment which charges a cover charge at any time shall not be considered a full-service restaurant. An establishment that contains illuminated or non-illuminated signs advertising alcoholic beverages visible outside of the establishment shall not be considered a full-service restaurant. An establishment which advertises anything other than the sale of food shall not be considered a full-service restaurant.~~
- The full-service restaurant must have permanent kitchen facilities located within the premises in which full-course meals are regularly prepared for service to patrons of the establishment. Such kitchen facilities must be designed, constructed, equipped and maintained to actually allow preparation of food in sufficient quantities to serve full-course meals simultaneously to a number of patrons equal to at least 50 percent of the rated patron capacity of the restaurant. No person shall attempt to circumvent the intent of this part by an artifice or scheme, such as the serving of stock meals. Stock meals as used herein are defined to include and refer to the serving of cold plates,

snacks, previously prepared sandwiches and any other type of meal which is capable of being served to more than one customer.

~~The dining area shall contain tables and chairs or booths of standard table height. Counters and tables of cocktail table height shall not be permitted. All tables shall meet or exceed the minimally acceptable standard of 256 square inches of table space per patron.~~

The bar area, if one exists, shall be visually or physically separated from the remainder of the full-service restaurant and shall include the bar itself, any stools, chairs or other seating adjacent to the bar, and any other seating separated from the remainder of the full-service restaurant. The bar shall be accessible only from within the full-service restaurant and shall not have direct customer access to or from the outside.

- F. *Certain bars/nightclubs in hotels or motels.* The provisions of sections 3.14.5.A. through 3.14.5.C. (above) shall not apply to the sale of alcoholic beverages for on-premises consumption at an establishment located within a hotel or motel containing 50 or more guestrooms where such establishment in the hotel or motel has no direct entrance or exit on a public street.
- G. *For package sale of alcoholic beverages.* The provisions of sections 3.14.5.A. through 3.14.5.C. (above) shall not apply to a vendor who operates an establishment, the primary purpose of which is the package sale of alcoholic beverages for off-site consumption.
- H. *Micro-breweries and micro-wineries.* The provisions of sections 3.14.5.A. through 3.14.5.C. (above) shall not apply to a vendor who is licensed by the Florida Department of Business and Professional Regulations, Division of Alcoholic Beverages and Tobacco to manufacture malt beverages or to produce wine.
- I. *Establishment is a permitted use in CBD-1 district.* The provisions of sections 3.14.5.A. through 3.14.5.C. (above) shall not apply to an establishment that is approved as a permitted use and is located within the CBD-1 central business district 1.
- J. *Establishment is permitted as conditional use in the CBD-2 district.* The provisions of sections 3.14.5.A. through 3.14.5.C. (above) shall not apply to an establishment that is approved as a conditional use and is located within the CBD-2 central business district 2.
- K. *Publicly-owned facilities.* The provisions of sections 3.14.5.A. through 3.14.5.C. (above) shall not apply to an establishment located within a facility owned by the public where the primary purpose and design of the facility is to accommodate the assembly of people for entertainment or recreation.
- L. *Establishments in the Entertainment District. The provisions of 3.14.5. A through 3.14.5.C and 3.14.5.E (above) shall not apply to Establishments located within the Entertainment District as established pursuant to Section 3.13.3 provided:*
 - 1. the establishment is in full compliance with the conditions and requirements of the applicable license to sell alcoholic beverages issued by the State of Florida for the establishment;*
 - 2. the establishment does not charge a cover charge at any time;*
 - 3. the establishment does not contain illuminated or non-illuminated signs advertising alcoholic beverages visible outside of the establishment; and/or*
 - 4. if the establishment is licensed as a Full-service Restaurant by the State of Florida the establishment shall close for operation at 11:59 p.m.*

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 14th DAY OF MAY 2026
SECOND READING ON THE 20TH DAY OF AUGUST 2026

PASSED AND ADOPTED by the City Council of the City of St. Cloud, this 20th day of August 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: July 16, 2026

Agenda Item Type: Public Hearings
Ordinance No. 2026-28 Amending Section 30.9
Smoking in Public Parks

Park & Recreation Agenda Item:

FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-28, an ordinance of the City Council of the City of St. Cloud amending Chapter 30 "Parks and Recreation" Article I "In General" Section 30-9 "Smoking Prohibited" to further define smoking and add the Lake Front as an area where smoking as defined is prohibited providing for conflict, severability, administrative correction, codification, publication, and effective date.

ACTION ON ORDINANCE NO. 2026-28

Strategic Key Focus Areas:

Effective Community Safety

Background Information:

The City currently prohibits smoking on public property, including parks, recreation areas, and athletic facilities. The proposed amendment further clarifies the definition of smoking and expands the prohibited areas to include the lakefront area. The amendment is intended to improve public health, reduce litter associated with smoking products, and enhance the recreational environment for residents and visitors.

The proposed ordinance amends Section 30-9 of the City Code by:

- Clarifying the definition of smoking to include tobacco substitutes and lighted smoking equipment.
- Expanding the prohibition to include the lakefront area.
- Clarifying prohibited conduct involving ignited tobacco products and electronic tobacco products.
- Maintaining requirements for signage notifying the public of smoking restrictions.

Legal Authority:

City of St. Cloud Charter Section 2.04

Budget and Recommendation:

There is no cost associated with 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:

7/16/2026-Final Action

Attachments:

1. Ordinance amending sec 30-9 smoking on public parks (1)
2. Ordinance 2026-28 - Smoking Prohibited - Staff Report

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD AMENDING CHAPTER 30 "PARKS AND RECREATION" ARTICLE I "IN GENERAL" SECTION 30-9 "SMOKING PROHIBITED" TO FURTHER DEFINE SMOKING AND ADD THE LAKE FRONT AS AN AREA WHERE SMOKING AS DEFINED IS PROHIBITED 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 30 "PARKS AND RECREATION", ARTICLE I, "IN GENERAL", SECTION 30-9 "SMOKING PROHIBITED" of the St. Cloud City Code, is hereby amended to read as follows: (underlined indicates added language and ~~strike-through~~ indicates deleted language)

Sec. 30-9. Smoking prohibited.

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Public property shall mean all parks, recreation areas and athletic facilities owned by the city or the county school district and located within the city, including but not limited to, land, bleachers, seating, recreational facilities, structures, the lake front area as defined in section 30-3 and playing areas. ~~However, public property shall not include the lake front area as defined in section 30-3.~~

Smoking shall mean the intake and exhalation by a person of smoke from tobacco, a tobacco substitute, or other weed or plant, as well as possessing, carrying, holding, or otherwise having control of a lighted pipe, cigar, cigarette, or other lighted smoking equipment.

- (b) *Prohibition.* It shall be unlawful for any person to engage in smoking as defined herein ~~possess any ignited tobacco product or electronic tobacco product or to consume by smoking any tobacco product~~ on any portion of the public property in the City of St. Cloud.

- (c) *Signage.* The city manager, or his designee, shall display one or more signs prohibiting smoking at the areas as specified in this section.

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 5 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

1 the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy
2 of same with the City Clerk.

3
4 Section 5. Codification. The text of Section 1 of this ordinance shall be codified as a part of the
5 St. Cloud City Code. The codifier is authorized to make editorial changes not effecting the substance of
6 this ordinance by the substitution of "article" for "ordinance", "section" for "paragraph", or otherwise to
7 take such editorial license.

8
9 Section 6. Publication and Effective Date. This Ordinance shall be published as provided by law
10 and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.

11
12 FIRST READING ON THE 11th DAY OF June 2026
13 SECOND READING ON THE 16th DAY OF July 2026

14
15 PASSED AND ADOPTED by the City Council of the City of St. Cloud, this 16th day of July
16 2026.

17
18
19 _____
20 Christian B. Roberston, Mayor

21 ATTEST:

22 _____
23 Ivy Llauro, City Clerk

24
25 LEGAL IN FORM AND VALID IF ADOPTED:
26 deBeaubien, Simmons, Knight, Mantzaris & Neal, LLP

27
28 _____
29 Daniel F. Mantzaris, City Attorney
30



**MEMORANDUM REPORT
FOR CITY COUNCIL
July 16, 2026**

To: Mayor Robertson and Council Members
From: Stephanie Holtkamp, Parks and Recreation Director
Subject: Ordinance No. 2026-28 (First Reading)
Date: June 29, 2026

REQUEST:

Approval of Ordinance No. 2026-28 amending Chapter 30, Parks and Recreation, Section 30-9 “Smoking Prohibited,” to further define smoking and expand smoking prohibitions to include the City lakefront area, providing for conflict, severability, administrative correction, codification, publication, and an effective date.

BACKGROUND:

The City currently prohibits smoking on public property, including parks, recreation areas, and athletic facilities. The proposed amendment further clarifies the definition of smoking and expands the prohibited areas to include the lakefront area. The amendment is intended to improve public health, reduce litter associated with smoking products, and enhance the recreational environment for residents and visitors.

The proposed ordinance amends Section 30-9 of the City Code by:

- Clarifying the definition of smoking to include tobacco substitutes and lighted smoking equipment.
- Expanding the prohibition to include the lakefront area.
- Clarifying prohibited conduct involving ignited tobacco products and electronic tobacco products.
- Maintaining requirements for signage notifying the public of smoking restrictions.

STRATEGIC PLAN GOALS:

Effective Community Safety

Strong collaborations and partnerships with the community

COST:

There is no cost associated with this item.

STAFF RECOMMENDATION:

Staff recommends **APPROVAL** of Ordinance No. 2026-28

ATTACHMENTS:

1. Ordinance Amending Section 30-9 Smoking Prohibited



Meeting: July 16, 2026

Agenda Item Type: Public Hearings
Ordinance No. 2026-29, Public Safety Complex
Project #CPA26-00007

Community Development Agenda Item:

FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-29, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use designation to approximately +/- 46.11 acres identified as Public Safety Complex, Project #CPA26-00007, generally located north of Nolte Road, east of Budinger Avenue, south of Julianna Court, and west of Canoe Creek Road; from Mixed Use to Institutional 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. 2026-29**

Strategic Key Focus Areas:

High-Performing Government

Background Information:

The subject property is generally located north of Nolte Road, east of Budinger Avenue, south of Julianna Court, and west of Canoe Creek Road, within the jurisdictional boundaries of the City of St. Cloud. The property is approximately +/- 46.11 acres and has a Future Land Use map designation of Mixed Use.

The subject property that is currently vacant land owned by the City of St. Cloud. The proposed Comprehensive Plan Amendment seeks to change the designation to Institutional. This change will formally align the property's zoning which is concurrently proposed to be rezoned to "P" Professional to ensure consistency with the proposed use. This amendment supports the City's long-term goal of developing a centralized Public Safety Complex to enhance emergency response, law enforcement operations, and public safety services for the community. The project is planned in three phases and will ultimately include an Emergency Operations Center (EOC), 911/Real Time Crime Center (RTCC), Police Headquarters, training facilities, firing ranges, maintenance facilities, and supporting infrastructure. Phase 1 consists of the construction of the Emergency Operations Center (EOC), 911/Real Time Crime Center (RTCC), shell space, Central Utility Plant, and associated site improvements.

Concurrently, the City is proposing an update to the City's Zoning Map Amendment through ZMA26-0006 (Ordinance 2026-30). This request to transition the above-mentioned parcels to a Zoning designation of "P" Professional.

This is a city initiated application.

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 June 16, 2026 Planning Commission – Motion to recommend approval by Bridgeforth. Second by Grigsby. Passed 5-0.

Staff reviewed this request for a Zoning Map Amendment on or before June 16th, 2026, with no objections. Staff recommends **APPROVAL** of Ordinance No. 2026-29 for a Comprehensive Plan Amendment from Mixed Use to Institutional for approximately +/- 46.11 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:

7/16/26 - Final Action

6/11/26 - Motion to approve the First Reading & Introduction by Urban. Second by Paul. Passed 5-0.

Attachments:

1. 1. CPA26-00007 PUBLIC SAFETY COMPLEX STAFF REPORT 07.16.26 CC
2. 2. CPA26-00007 PUBLIC SAFETY COMPLEX ORDINANCE 2026-29 07.16.26 CC

City Council Staff Report

Meeting Date: July 16, 2026

DRC Case No. /Ord. No.
CPA26-00007/2026-29

Type of Application
Comprehensive Plan Amendment

Case Name
Public Safety Facility Complex

Applicant/Agent
City of St. Cloud

Owner(s)
City of St. Cloud

Address/Location
North of Nolte Road,
East of Budinger Avenue, South of Julianna Court, and West of Canoe Creek Road.

Parcel(s) ID No(s).
102630072500010820
102630072500010950
102630072500010630
102630072500010650

Total Land Area
+/-46.11 acres

Project Planner
Tatiana Montero
Associate Planner

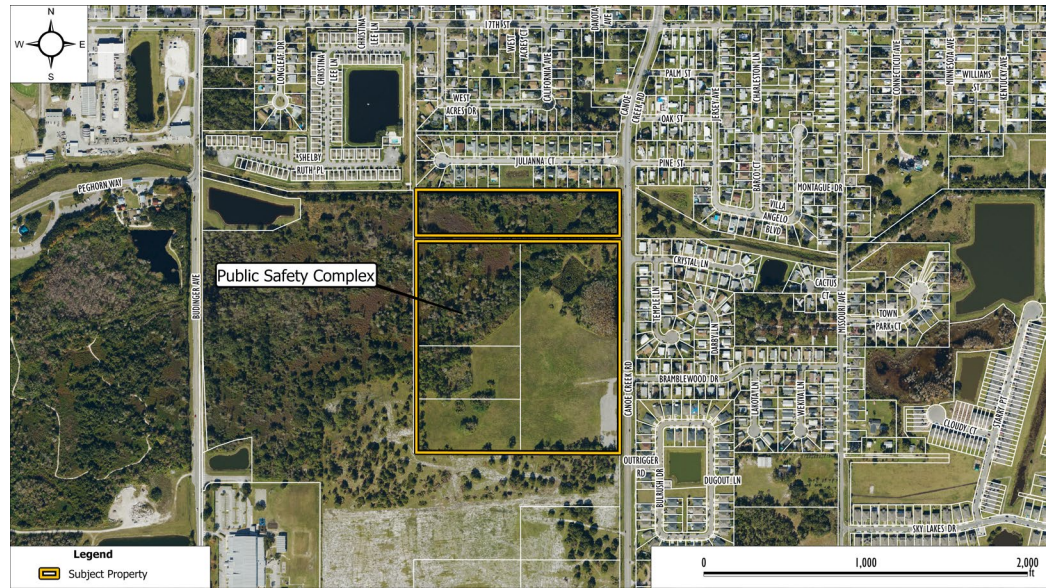


Figure 1 – Aerial Map

Request

The applicant is requesting consideration of a Comprehensive Plan Amendment from Mixed Use to Institutional for approximately +/- 46.11 acres of land, as shown in **Figure 1** above.

Background

The subject property is generally located north of Nolte Road, east of Budinger Avenue, south of Julianna Court, and west of Canoe Creek Road, within the jurisdictional boundaries of the City of St. Cloud. The property is approximately +/- 46.11 acres and has a Future Land Use map designation of Mixed Use.

The subject property that is currently vacant land owned by the City of St. Cloud. The proposed Comprehensive Plan Amendment seeks to change the designation to Institutional. This change will formally align the property's zoning which is concurrently proposed to be rezoned to "P" Professional to ensure consistency with the proposed use. This amendment supports the City's long-term goal of developing a centralized Public Safety Complex to enhance emergency response, law enforcement operations, and public safety services for the community. The project is planned in three phases and will ultimately include an Emergency Operations Center (EOC), 911/Real Time Crime Center (RTCC), Police Headquarters, training facilities, firing ranges, maintenance facilities, and supporting infrastructure. Phase 1 consists of the construction of the Emergency Operations Center (EOC), 911/Real Time Crime Center (RTCC), shell space, Central Utility Plant, and associated site improvements.

This is a City initiated project.

Concurrently, the City is proposing an update to the City’s Zoning Map Amendment through ZMA26-0006 (Ordinance 2026-30). This request to transition the above-mentioned parcels to a Zoning designation of “P” Professional.

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	“R1-B” Single Family Dwelling	Medium Density Residential	Single Family-Improved
East	“MH-2” Residential, Manufactured/Mobile Home	Medium Density Residential	Mobile Home Improved
West	“MIX” Mixed Use	Mixed Use	Pastureland Vacant
South	“MIX” Mixed Use	Mixed Use	Pastureland Vacant

Figures 2 & 3 below depict the current Future Land Use and Zoning districts within the City.

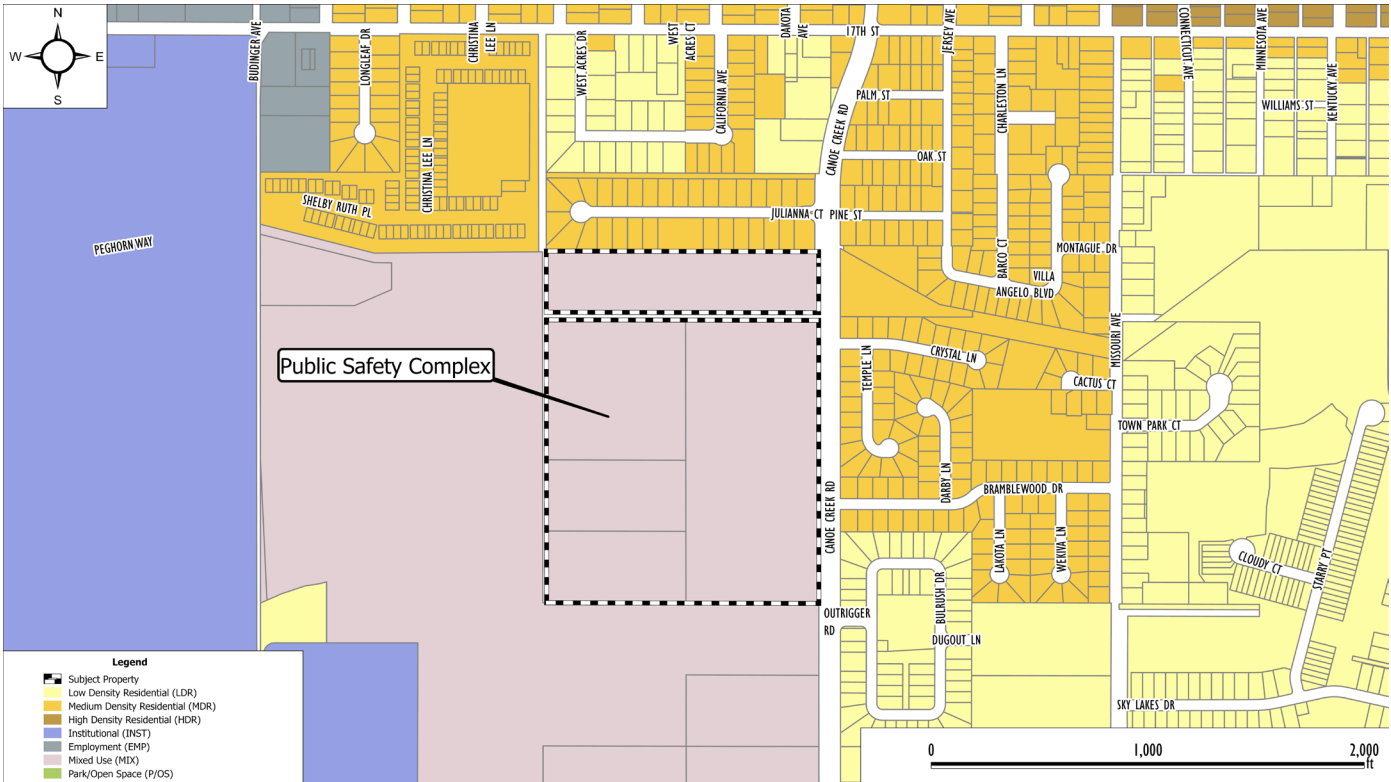


Figure 2 – Future Land Use Map

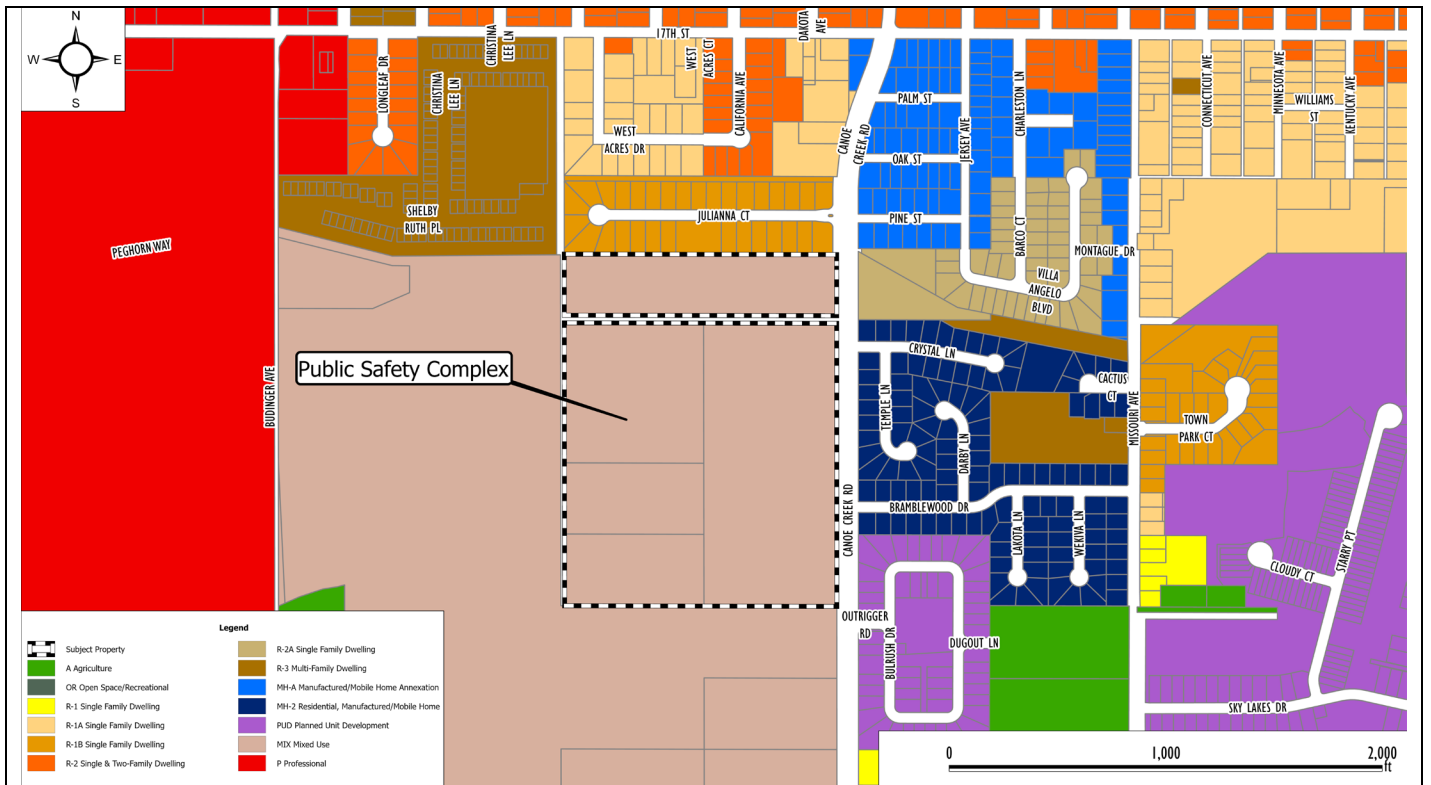


Figure 3 - Zoning Map

Public Notice

Notice of Public Hearing was mailed to property owners within 300 feet of the subject property and was advertised as required by Florida 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;

"No, the proposed Comprehensive Plan Amendment introduces a more inviting land use pattern that will ensure consistency across land use designations and to accurately represent the intended Institutional use of the Public Safety Facility Complex"

The proposed Comprehensive Plan Amendment is requesting a Future Land Use change from Mixed Use to Institutional in order to support the proposed Public Safety Facility. The surrounding parcels are Mixed Use, Low Density Residential, and Medium Density residential, and the proposed amendment to Institutional will allow for the City to create a designated area for public safety to support that surrounding area.

2. The proposed change would create an isolated district unrelated to the adjacent and nearby districts;

"No, the proposed change would not create an isolated district unrelated to adjacent and nearby districts."

The proposed Comprehensive Plan Amendment to Institutional will not create an isolated district, as it is consistent with the current land use pattern in the area. The subject property has a strategic

location adjacent to residential development, education facilities, and other public infrastructure as a result the proposed use will function as an integrated component of the surrounding community.

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.;

“No, the proposed change would not materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, and streets.”

The proposed Comprehensive Plan Amendment application will not increase residential density or materially alter population patterns. As a government facility, the project is not anticipated to generate demands on schools or other residentially driven public services beyond those already planned for the area.

4. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change;

“No, existing district boundaries are not illogically drawn in relation to existing conditions on the property proposed for change.”

The existing district boundary is not illogically drawn since the surrounding area has developed under a different master plan.

5. The proposed change would be contrary to the land use plan and would have an adverse effect on the comprehensive plan;

“No, the proposed change would not be contrary to the land use plan and would not have an adverse effect on the comprehensive plan.”

The proposed Comprehensive Plan Amendment is not contrary to the land use plan and should not have an adverse effect on the comprehensive plan. Policy F.1.3.9(2) establishes that the Institutional Future Land Use designation is for public, quasi-public, or non-profit facilities that provide educational, governmental, health, religious, cultural, or community service. The proposed amendment allows for the development of the Public Safety Facility Complex, which directly supports this policy.

6. Change or changing conditions make the passage of the proposed amendment necessary;

“Yes, existing conditions are changing with the project and amendment is needed.”

The request for a Comprehensive Plan Amendment to Industrial is necessary for the development of the Public Safety Facility Complex and will be compatible with the proposed Zoning Map Amendment of “P” Professional.

7. The proposed change will adversely influence living conditions in the neighborhood;

“No, the proposed change would not be contrary to the land use plan, nor adversely influence living conditions in the neighborhood”

The proposed Comprehensive Plan Amendment should not negatively impact living conditions in the neighborhood.

8. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety;

“No, the proposed change will not create or excessively increase traffic congestion or otherwise affect public safety.”

The proposed Comprehensive Plan Amendment is not expected to create excessive traffic congestion. A Traffic Impact Analysis is not required at this phase, however traffic impacts will be evaluated through the development review process. The project will improve public safety by providing modern emergency operations, law enforcement, and training facilities. The proposal is consistent with the Land Development Code's objective of ensuring safe and convenient traffic control (Land Development Code Section 1.1.2).

9. The proposed change will create a drainage problem;

"No, the proposed change will not create a drainage problem."

Pursuant to Chapter 6 of the Land Development Code, water management systems shall be provided for all areas of development and accommodate 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;

"No, the proposed change will not seriously reduce light or air to adjacent areas."

The proposed Comprehensive Plan Amendment is not anticipated to impact access to light or air for adjacent areas. The proposed Site Development Plan under review will be reviewed for compliance with the City's Land Development Code Chapter 4.4.3 Exterior Lighting general standards.

11. The proposed change will adversely affect property values in the adjacent area;

"No, the proposed change will not adversely affect property values in the adjacent area."

The proposed Comprehensive Map Amendment is not expected to negatively impact 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;

"No, the proposed change will not be a deterrent to the improvement or development of adjacent property in accordance with existing regulations."

The proposed Comprehensive Plan Amendment should not deter adjacent development. The Public Safety Facility Complex is compatible with existing and planned development and will provide public services that support continued growth and investment within the area.

13. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare;

"No, the proposed change will not constitute a grant of special privilege to an individual owner as contrasted with the public welfare."

The proposed Comprehensive Plan Amendment does not grant special privilege. The request is City-initiated and as such follows all existing processes and procedures.

14. There are substantial reasons why a reasonable use of property cannot be accomplished under existing zoning;

"The current zoning of properties does not align with the promotion of the proposed use."

Currently, the existing Future Land Use of Mixed Use and existing zoning district "MIX" Mixed Use does not allow for the development of the Public Safety Facility Complex. The "MIX" Mixed Use zoning district only allows a maximum of 10% of the developable area to be dedicated for civic space. Due to the unique operational, security, infrastructure and site design requirements associated with a Public Safety Complex, the existing Mixed-Use framework is impractical and

inconsistent with the intended institutional use.

15. Whether the change suggested is out of scale with the needs of the neighborhood of the city;

“The project is being propelled by the needs of the neighborhood and city, aiming to provide the community with adequate public safety facilities.”

The proposed Comprehensive Plan Amendment is not out of scale with the needs of the neighborhood or the City. The Public Safety Complex is intended to serve current and future public safety needs associated with the City's continued growth and will be developed in phases to meet long-term operational demands.

16. It is impossible to find other adequate sites in the city for the proposed use in districts already zoned for such use.

“The site is currently vacant. The proposed rezoning facilitates the development of the public safety facility complex to better address the community’s needs.”

The subject property is uniquely suited for the proposed Public Safety Complex due to its City ownership, size, location, and ability to accommodate the phased development program. The site provides sufficient acreage to support the Emergency Operations Center, Police Headquarters, training facilities, maintenance facilities, and future expansion. Utilization of publicly owned property for this governmental purpose promotes efficient use of public resources and advances the public welfare.

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:** *Focus on the continuity and sustainability of core public services.*

Staff Recommendation

Staff reviewed this request for a Zoning Map Amendment on or before June 16th, 2026, with no objections. Staff recommends **APPROVAL** of Ordinance No. 2026-29 for a Comprehensive Plan Amendment from Mixed Use to Institutional for approximately +/- 46.11 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 June 16, 2026 – Motion to recommend approval by Bridgeforth. Second by Grigsby. Passed 5-0.

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 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 June 11, 2026 – Motion to approve the First Reading & Introduction by Urban. Second by Paul. Passed 5-0.

Attachments

- Ordinance No. 2026-29

RETURN TO:
CITY OF ST. CLOUD
DEPT OF COMMUNITY DEVELOPMENT
1300 9TH STREET
ST. CLOUD, FL 34769

ORDINANCE NO. 2026-29

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, ASSIGNING A FUTURE LAND USE DESIGNATION TO APPROXIMATELY +/- 46.11 ACRES IDENTIFIED AS PUBLIC SAFETY COMPLEX, PROJECT #CPA26-00007, GENERALLY LOCATED NORTH OF NOLTE ROAD, EAST OF BUDINGER AVENUE, SOUTH OF JULIANNA COURT, AND WEST OF CANOE CREEK ROAD, FROM MIXED USE TO INSTITUTIONAL 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 Statutes, 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 June 16, 2026 and,

WHEREAS, two (2) public hearings were held 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 26-00007, as shown on Exhibit “A”, and described as follows:

PARCEL: 10-26-30-0725-0001-0950

PARCEL: 10-26-30-0725-0001-0820

PARCEL: 10-26-30-0725-0001-0630

PARCEL: 10-26-30-0725-0001-0650

LEGAL DESCRIPTION:

TRACT A:

LOTS 63, 64, 65, 66, 79, 80, 81 & 96, THE SEMINOLE LAND AND INVESTMENT COMPANY’S (INCORPORATED) SUBDIVISION OF SECTION 10, TOWNSHIP, 26 S, RANGE 30 E, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK “B”, PAGE 1, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA;

LESS AND EXCEPT: THE EAST 30 FEET OF SAID LOT 64, 65, 80, 81 AND 96, AS DESCRIBED IN WARRANTY DEED RECORDED IN DEED BOOK 135, PAGE 75, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

ALSO LESS AND EXCEPT: THE NORTH 30 FEET OF SAID 63 AND 64, AS DESCRIBED IN WARRANTY DEED RECORDED IN O.R. BOOK 987, PAGE 2560, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

TRACT B:

LOTS 82 AND 95 OF THE SEMINOLE LAND AND INVESTMENT COMPANY’S (INCORPORATED) SUBDIVISION OF SECTION 10, TOWNSHIP 26 SOUTH, RANGE 30 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK “B”, PAGE 1, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

CONTAINING 46.11 ACRES, MORE OR LESS.

- A. The City of St. Cloud Future Land Use Map, 2026, is amended to show the property as “INSTITUTIONAL (INST)”;
- 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 11th day of June, 2026.

Second Reading and Final Passage on the 16th day of July, 2026.

CITY OF ST. CLOUD

Christian B. Robertson, Mayor

ATTEST:

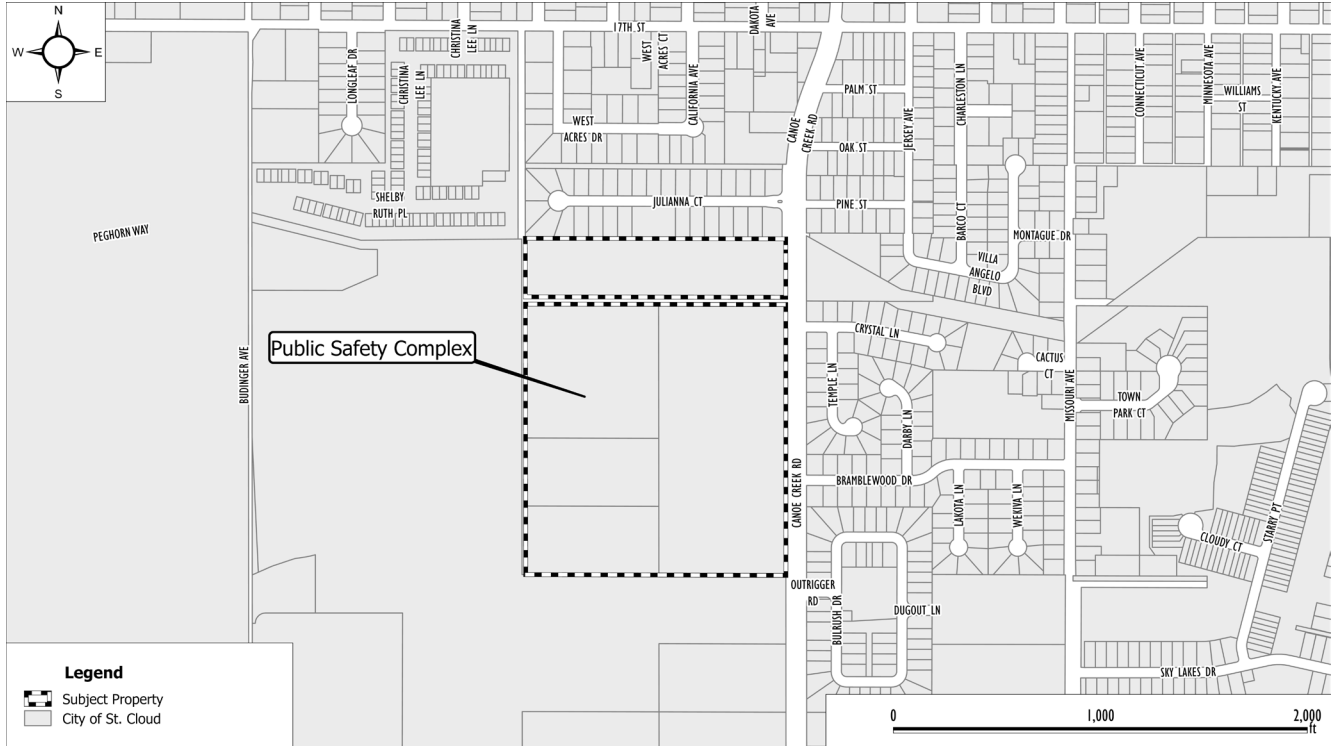
Ivy Llauro, City Clerk

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(S) No.(s)

10-26-30-0725-0001-0950
 10-26-30-0725-0001-0820
 10-26-30-0725-0001-0630
 10-26-30-0725-0001-0650



Meeting: July 16, 2026

Agenda Item Type: Public Hearings
Ordinance No. 2026-30, Public Safety Complex
Project #ZMA26-00006

Community Development Agenda Item:

FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-30, 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 +/- 46.11 acres identified as Public Safety Complex, Project #ZMA26-00006, from "MIX" Mixed-Use to "P" Professional, generally located north of Nolte Road, east of Budinger Avenue, south of Julianna Court, and west of Canoe Creek 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. 2026-30 (This is a Quasi-Judicial proceeding)**

Strategic Key Focus Areas:

High-Performing Government

Background Information:

The subject property is generally located north of Nolte Road, east of Budinger Avenue, south of Julianna Court, and west of Canoe Creek Road, within the jurisdictional boundaries of the City of St. Cloud. The parcel is approximately +/- 46.11 acres and is located within the "MIX" Mixed Use zoning district.

The subject property that is currently vacant land owned by the City of St. Cloud. The proposed Zoning Map Amendment seeks to rezone the subject property to "P" Professional. This change will formally align the property's zoning with its intended use and ensure consistency with the City's Land Development Code and Comprehensive Plan. This amendment supports the City's long-term goal of developing a centralized Public Safety Complex to enhance emergency response, law enforcement operations, and public safety services for the community. The project is planned in three phases and will ultimately include an Emergency Operations Center (EOC), 911/Real Time Crime Center (RTCC), Police Headquarters, training facilities, firing ranges, maintenance facilities, and supporting infrastructure. Phase 1 consists of the construction of the Emergency Operations Center (EOC), 911/Real Time Crime Center (RTCC), shell space, Central Utility Plant, and associated site improvements.

Concurrently, the City is proposing an update to the City's Comprehensive Map Amendment through CPA26-0007 (Ordinance 2026-29). This request to transition the above-mentioned parcels to a Future Land Use Designation of "Institutional", will facilitate the land use necessary to support the "P" Professional Zoning District.

This is a city initiated application.

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 June 16, 2026 Planning Commission – Motion to recommend approval by Marshall. Second by Bridgeforth. Passed 5-0.

Staff reviewed this request for a Zoning Map Amendment on or before June 16th, 2026, with no objections. Staff recommends **APPROVAL** of Ordinance No. 2026-30 for a Zoning Map Amendment from “MIX” Mixed Use to “P” Professional for approximately +/- 46.11 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:

7/16/26 - Final Action

6/11/26 - Motion to approve the First Reading & Introduction by Gilbert. Second by Urban. Passed 4-0.

Attachments:

1. 1. ZMA26-00006 PUBLIC SAFETY COMPLEX STAFF REPORT 07.16.26 CC
2. 2. ORDINANCE No. 2026-30 ZMA26-00006 Public Safety Complex 07.16.26 CC

City Council Staff Report

Meeting Date: July 16, 2026

DRC Case No. /Ord. No.
ZMA26-00006 /2026-30

Type of Application
Zoning Map
Amendment

Case Name
Public Safety Facility
Complex

Applicant/Agent
City of St. Cloud

Owner(s)
City of St. Cloud

Address/Location
North of Nolte Road,
East of Budinger
Avenue, South of
Julianna Court, and
West of Canoe Creek
Road.

Parcel(s) ID No(s).
102630072500010820
102630072500010950
102630072500010630
102630072500010650

Total Land Area
+/-46.11 acres

Project Planner
Tatiana Montero
Associate Planner

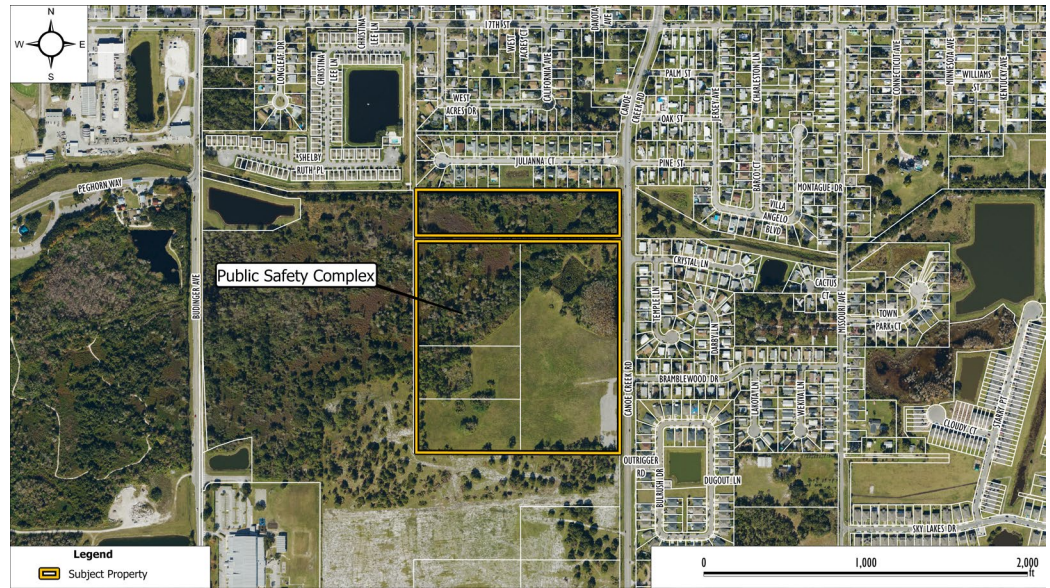


Figure 1 – Aerial Map

Request

The applicant is requesting consideration of a Zoning Map Amendment from “MIX” Mixed Use to “P” Professional for approximately +/- 46.11 acres of land. The subject property is shown in **Figure 1** above.

Background

The subject property is generally located north of Nolte Road, east of Budinger Avenue, south of Julianna Court, and west of Canoe Creek Road, within the jurisdictional boundaries of the City of St. Cloud. The parcel is approximately +/- 46.11 acres and is located within the “MIX” Mixed Use zoning district.

The subject property that is currently vacant land owned by the City of St. Cloud. The proposed Zoning Map Amendment seeks to rezone the subject property to “P” Professional. This change will formally align the property’s zoning with its intended use and ensure consistency with the City’s Land Development Code and Comprehensive Plan. This amendment supports the City’s long-term goal of developing a centralized Public Safety Complex to enhance emergency response, law enforcement operations, and public safety services for the community. The project is planned in three phases and will ultimately include an Emergency Operations Center (EOC), 911/Real Time Crime Center (RTCC), Police Headquarters, training facilities, firing ranges, maintenance facilities, and supporting infrastructure. Phase 1 consists of the construction of the Emergency Operations Center (EOC), 911/Real Time Crime Center (RTCC), shell space, Central Utility Plant, and associated site improvements.

This is a City initiated project.

Concurrently, the City is proposing an update to the City’s Comprehensive Map Amendment through CPA26-0007 (Ordinance 2026-29). This request to transition the above-mentioned parcels to a Future Land Use Designation of “Institutional”, will facilitate the land use necessary to support the “P” Professional Zoning District.

The following table summarizes adjacent Future Land Use designations, Zoning districts and existing uses.

TABLE 1: ZONING & FUTURE LAND USE OF NEIGHBORING PROPERTIES			
<i>Direction</i>	<i>Zoning</i>	<i>Future Land Use</i>	<i>Existing Land Use</i>
North	“R1-B” Single Family Dwelling	Medium Density Residential	Single Family-Improved
East	“MH-2” Residential, Manufactured/Mobile Home	<i>Medium Density Residential</i>	Mobile Home Improved
West	“MIX” Mixed Use	<i>Mixed Use</i>	Pastureland Vacant
South	“MIX” Mixed Use	<i>Mixed Use</i>	Pastureland Vacant

The following table summarizes the development regulations for the requested zoning district according to LDC Section 3.6.1.C Development/lot requirements.

TABLE 3: PROFESSIONAL LOT REQUIREMENTS						
<i>Minimum Site Area (sq. ft.)</i>	<i>Minimum Lot Width (ft.)</i>	<i>Dwelling Size Minimum Gross Floor Area (sq. ft.)</i>	<i>Minimum Lot Depth (ft.)</i>	<i>Maximum Lot Coverage</i>	<i>Maximum Impervious Coverage</i>	<i>Floor Area Ratio</i>
20,000	150	N/A	100	50%	80%	0.60

Figures 2 & 3 below depict the current Future Land Use and Zoning districts within the City.

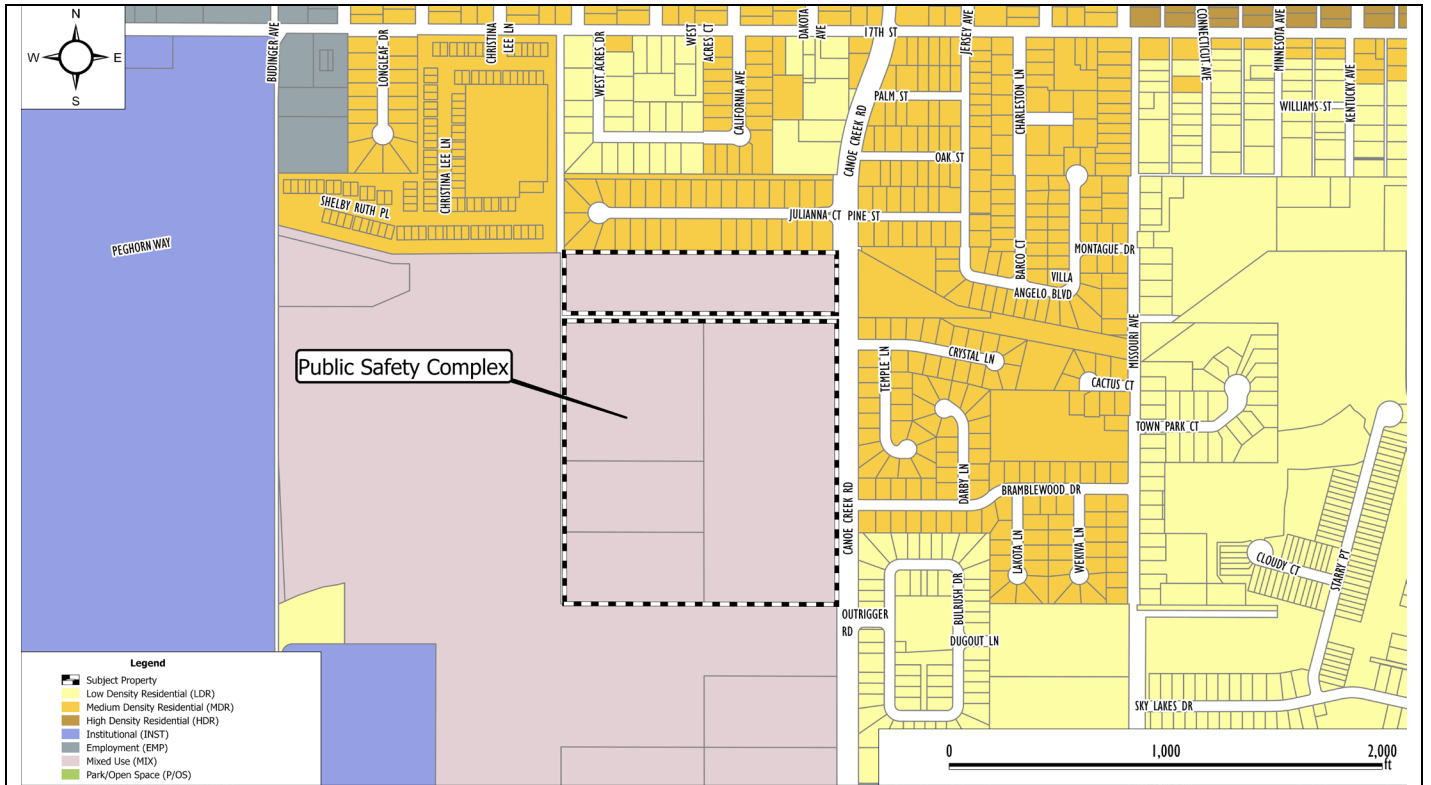


Figure 2 – Future Land Use Map

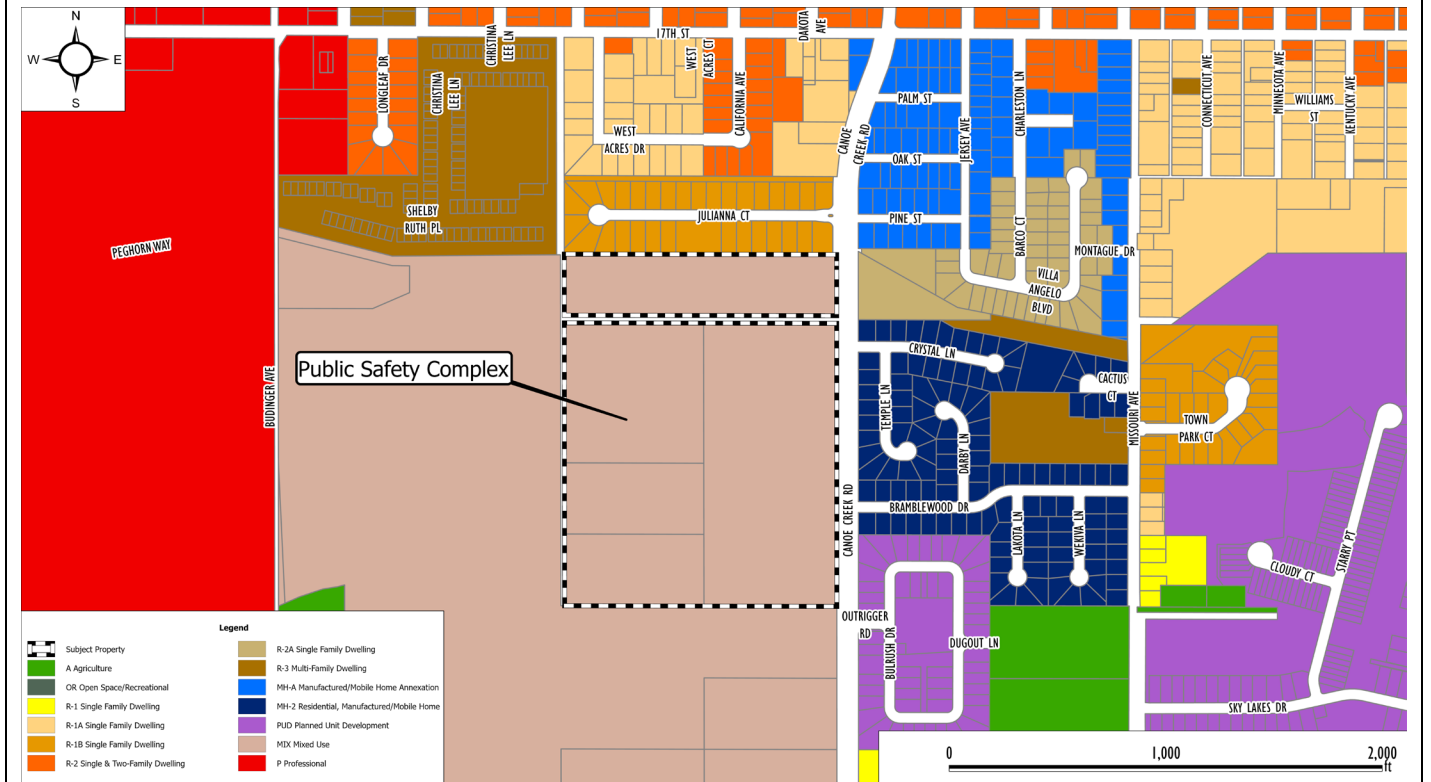


Figure 3 - Zoning Map

Public Notice

Notice of Public Hearing was mailed to property owners within 300 feet of the subject property and was advertised as required by Florida 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;

"No, the proposed rezoning introduces a more inviting land use pattern that will ensure consistency across land use designations and to accurately represent the intended Institutional use of the Public Safety Facility Complex"

The proposed Zoning Map Amendment is requesting a Zoning district change from Mixed Use to Professional in order to support the proposed Public Safety Facility Complex. The surrounding parcels are Mixed Use, "R-1B" Single Family Dwelling, "MH-2" Manufactured/Mobile Home. The proposed amendment to professional will allow for the City to create a designated area for public safety to support that surrounding area.

2. The proposed change would create an isolated district unrelated to the adjacent and nearby districts;

"No, the proposed change would not create an isolated district unrelated to adjacent and nearby districts."

The proposed Zoning Map Amendment to "P" Professional will not create an isolated district, as it is consistent with the current land use pattern in the area. The subject property has a strategic location adjacent to residential development, education facilities, and other public infrastructure as a result the proposed use will function as an integrated component of the surrounding community.

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.;

"No, the proposed change would not materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, and streets."

The proposed Zoning Map Amendment application will not increase residential density or materially alter population patterns. As a government facility, the project is not anticipated to generate demands on schools or other residentially driven public services beyond those already planned for the area.

4. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change;

"No, existing district boundaries are not illogically drawn in relation to existing conditions on the property proposed for change."

The existing district boundary is not illogically drawn since the surrounding area has developed under a different master plan.

5. The proposed change would be contrary to the land use plan and would have an adverse effect on the comprehensive plan;

“No, the proposed change would not be contrary to the land use plan and would not have an adverse effect on the comprehensive plan.”

The proposed Zoning Map Amendment is not contrary to the land use plan or would have an adverse effect on the comprehensive plan. The proposed “P” Professional zoning district is compatible with the proposed Institutional Future Land Use. The intent of the “P” Professional zoning district is to offer services and maintain the integrity of existing or future nearby residential areas. The subject property is surrounded by mostly residential zoning districts, and the proposed development of this lot under the proposed zoning district supports this intent.

6. Change or changing conditions make the passage of the proposed amendment necessary;

“Yes, existing conditions are changing with the project and amendment is needed.”

The request for a Zoning Map Amendment to “P” Professional is necessary for the development of the Public Safety Facility Complex and will be compatible with the proposed Comprehensive Map Amendment of Institutional.

7. The proposed change will adversely influence living conditions in the neighborhood;

“No, the proposed change would not be contrary to the land use plan, nor adversely influence living conditions in the neighborhood”

The proposed Zoning Map Amendment should not negatively impact living conditions in the neighborhood.

8. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety;

“No, the proposed change will not create or excessively increase traffic congestion or otherwise affect public safety.”

The proposed Zoning Map Amendment is not expected to create excessive traffic congestion. A Traffic Impact Analysis is not required at this phase, however traffic impacts will be evaluated through the development review process. The project will improve public safety by providing modern emergency operations, law enforcement, and training facilities. The proposal is consistent with the Land Development Code's objective of ensuring safe and convenient traffic control (Land Development Code Section 1.1.2).

9. The proposed change will create a drainage problem;

“No, the proposed change will not create a drainage problem.”

Pursuant to Chapter 6 of the Land Development Code, water management systems shall be provided for all areas of development and accommodate 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;

“No, the proposed change will not seriously reduce light or air to adjacent areas.”

The proposed Zoning Map Amendment is not anticipated to impact access to light or air for adjacent areas. The proposed Site Development Plan under review will be reviewed for compliance with the City’s Land Development Code Chapter 4.4.3 Exterior Lighting general standards.

11. The proposed change will adversely affect property values in the adjacent area;

“No, the proposed change will not adversely affect property values in the adjacent area.”

The proposed Zoning Map Amendment is not expected to negatively impact 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;

“No, the proposed change will not be a deterrent to the improvement or development of adjacent property in accordance with existing regulations.”

The proposed Zoning Map Amendment should not deter adjacent development. The Public Safety Facility Complex is compatible with existing and planned development and will provide public services that support continued growth and investment within the area.

13. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare;

“No, the proposed change will not constitute a grant of special privilege to an individual owner as contrasted with the public welfare.”

The proposed Zoning Map Amendment does not grant special privilege. The request is City-initiated and as such follows all existing processes and procedures.

14. There are substantial reasons why a reasonable use of property cannot be accomplished under existing zoning;

“The current zoning of properties does not align with the promotion of the proposed use.”

Currently, the existing Future Land Use of Mixed Use and existing zoning district “MIX” Mixed Use does not allow for the development of the Public Safety Facility Complex. The “MIX” Mixed Use zoning district only allows a maximum of 10% of the developable area to be dedicated for civic space. Due to the unique operational, security, infrastructure and site design requirements associated with a Public Safety Complex, the existing Mixed-Use framework is impractical and inconsistent with the intended institutional use.

15. Whether the change suggested is out of scale with the needs of the neighborhood of the city;

“The project is being propelled by the needs of the neighborhood and city, aiming to provide the community with adequate public safety facilities.”

The proposed rezoning is not out of scale with the needs of the neighborhood or the City. The Public Safety Complex is intended to serve current and future public safety needs associated with the City's continued growth and will be developed in phases to meet long-term operational demands.

16. It is impossible to find other adequate sites in the city for the proposed use in districts already zoned for such use.

“The site is currently vacant. The proposed rezoning facilitates the development of the public safety facility complex to better address the community’s needs.”

The subject property is uniquely suited for the proposed Public Safety Complex due to its City ownership, size, location, and ability to accommodate the phased development program. The site provides sufficient acreage to support the Emergency Operations Center, Police Headquarters, training facilities, maintenance facilities, and future expansion. Utilization of publicly owned

property for this governmental purpose promotes efficient use of public resources and advances the public welfare.

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:** *Focus on the continuity and sustainability of core public services.*

Staff Recommendation

Staff reviewed this request for a Zoning Map Amendment on or before June 16th, 2026, with no objections. Staff recommends **APPROVAL** of Ordinance No. 2026-30 for a Zoning Map Amendment from “MIX” Mixed Use to “P” Professional for approximately +/- 46.11 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 June 16, 2026 – Motion to recommend approval by Marshall. Second by Bridgeforth. Passed 5-0.

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 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 June 11, 2026 – Motion to approve the First Reading & Introduction by Gilbert. Second by Urban. Passed 4-0.

Attachments

- Ordinance No. 2026-30

RETURN TO:
CITY OF ST. CLOUD
COMMUNITY DEVELOPMENT DEPARTMENT
1300 9TH STREET
ST. CLOUD, FL 34769

ORDINANCE NO. 2026-30

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 +/- 46.11 ACRES IDENTIFIED AS PUBLIC SAFETY COMPLEX, PROJECT #ZMA26-00006, FROM "MIX" MIXED USE TO "P" PROFESSIONAL , GENERALLY LOCATED NORTH OF NOLTE ROAD, EAST OF BUDINGER AVENUE, SOUTH OF JULIANNA COURT, AND WEST OF CANOE CREEK 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 proposed Future Land Use designation of "Institutional"; 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 June 16th, 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, the City Council recognizes that the Public Safety Complex may require the construction, installation, and operation of buildings, structures, infrastructure, communications equipment, training facilities, and other improvements necessary or incidental to the provision of public safety services, some of which may not otherwise be permitted within the underlying zoning designation; and finds that by allowing such facilities and improvements through this zoning map amendment is necessary to promote and protect the public health, safety and welfare.

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 "Professional" zoning district classification for the property described below and as shown on Exhibit "A":

PARCEL: 10-26-30-0725-0001-0950

PARCEL: 10-26-30-0725-0001-0820

PARCEL: 10-26-30-0725-0001-0630

PARCEL: 10-26-30-0725-0001-0650

Legal Description:

TRACT A:

LOTS 63, 64, 65, 66, 79, 80, 81 & 96, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 10, TOWNSHIP, 26 S, RANGE 30 E, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", PAGE 1, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA;

LESS AND EXCEPT: THE EAST 30 FEET OF SAID LOT 64, 65, 80, 81 AND 96, AS DESCRIBED IN WARRANTY DEED RECORDED IN DEED BOOK 135, PAGE 75, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

ALSO LESS AND EXCEPT: THE NORTH 30 FEET OF SAID 63 AND 64, AS DESCRIBED IN WARRANTY DEED RECORDED IN O.R. BOOK 987, PAGE 2560, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

TRACT B:

LOTS 82 AND 95 OF THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 10, TOWNSHIP 26 SOUTH, RANGE 30 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "B", PAGE 1, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

Containing +/- 46.11 acres, more or less.

SECTION 2:

The property is rezoned to "P" Professional, 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 Community Development Department.

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 the 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 11th day of June 2026.

Final Reading on the 16th of July 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

Legend

- Subject Property
- City of St. Cloud

Public Safety Complex

0 1,000 2,000

PARCEL: 10-26-30-0725-0001-0950
PARCEL: 10-26-30-0725-0001-0820
PARCEL: 10-26-30-0725-0001-0630
PARCEL: 10-26-30-0725-0001-0650



Meeting: July 16, 2026

Agenda Item Type: Public Hearings
Ordinance No. 2026-32, Stephanie Leigh
Rothstein Memorial Park Project #CPA26-
00005

Community Development Agenda Item:

FINAL PUBLIC HEARING FOR ORDINANCE NO. 2026-32, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use designation to approximately +/- 27.26 acres identified as Stephanie Leigh Rothstein Memorial Park, Project #CPA26-00005, generally located north of Barina Street, east of Missouri Avenue, south of Sky Lakes Drive, and west of South Indiana Avenue, from Employment and Institutional to Park/Open Space 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. 2026-32**

Strategic Key Focus Areas:

High-Performing Government

Background Information:

The subject property is generally located north of Barina Street, east of Missouri Avenue, south of Sky Lakes Drive, and west of South Indiana Avenue, within the jurisdictional boundaries of the City of St. Cloud. The parcels are approximately +/- 27.26 acres.

Stephanie Leigh Rothstein Memorial Park currently resides north of the subject property that is currently vacant. The proposed Comprehensive Plan Amendment seeks to change the Future Land Use designation of the subject property to Park/Open Space. This change is to make both parcels consistent with the parcel to the north, which was amended with the Future Land Use Element update (Ordinance No. 2024-50).

This amendment supports the City's long-term goals of enhancing public access to open spaces and addressing the deficit of recreationally zoned land.

Concurrently, the City is proposing an Zoning Map Amendment through ZMA25-00023 (Ordinance 2026-25). This request to transition the above-mentioned parcels to a Zoning Designation of "OR" Open Space/Recreation.

This is a city initiated application.

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 June 16, 2026 Planning Commission – Motion to recommend approval by Grigsby. Second by Marshall. Passed 5-0.

Staff reviewed this request for a Zoning Map Amendment on or before June 16th, 2026, with no objections. Staff recommends **APPROVAL** of Ordinance No. 2026-32 for a Comprehensive Plan Amendment from Institutional and Employment to Park/Open Space for approximately +/- 27.26 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:

7/16/26 - Final Action

6/11/26- Motion to approve the First Reading & Introduction by Urban. Second by Gilbert. Passed 5-0.

Attachments:

1. 1. CPA26-00005 STEPHANIE LEIGH ROTHSTEIN MEMORIAL PARK STAFF REPORT 07.16.26 CC
2. 2. Ordinance No. 2026-32 STEPHANIE LEIGH 07.16.26 CC



DRC Case No. /Ord. No.
CPA26-00005 /2026-32

Type of Application
Amendment

Case Name
Stephanie Leigh
Rothstein Memorial
Park - Additional
Parcels

Applicant/Agent
City of St. Cloud

Owner(s)
City of St. Cloud

Address/Location
North of Barina Street,
East of Missouri
Avenue, South of Sky
Lakes Drive, and West
of South Indiana
Avenue

Parcel(s) ID No(s).
14-26-30-0725-0001-
0050
14-26-30-0725-0001-
0210

Total Land Area
+/-27.26 acres

Project Planner
Tatiana Montero
Associate Planner

City Council Staff Report

Meeting Date: July 16, 2026

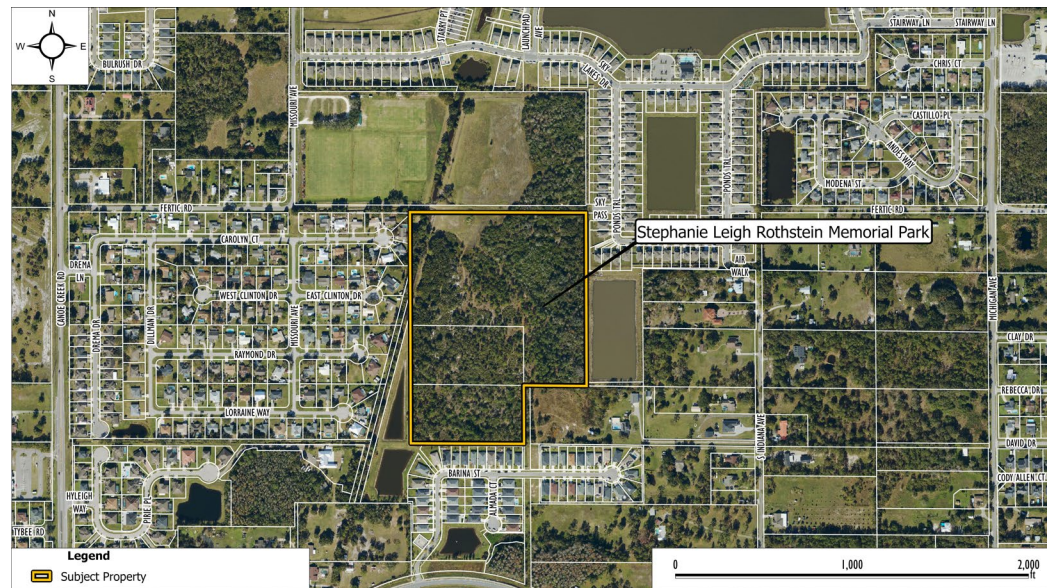


Figure 1 – Aerial Map

Request

The applicant is requesting consideration of a Comprehensive Map Amendment from Institutional and Employment to Park/Open Space for approximately +/- 27.263 acres of land. The subject property is shown in **Figure 1** above.

Background

The subject property is generally located north of Barina Street, east of Missouri Avenue, south of Sky Lakes Drive, and west of South Indiana Avenue, within the jurisdictional boundaries of the City of St. Cloud. The parcels are approximately +/- 27.26 acres.

Stephanie Leigh Rothstein Memorial Park currently resides north of the subject property that is currently vacant. The proposed Comprehensive Plan Amendment seeks to change the Future Land Use designation of the subject property to Park/Open Space. This change is to make both parcels consistent with the parcel to the north, which was amended with the Future Land Use Element update (Ordinance No. 2024-50).

This amendment supports the City's long-term goals of enhancing public access to open spaces and addressing the deficit of recreationally zoned land. This is a City initiated project.

Concurrently, the City is proposing an Zoning Map Amendment through ZMA25-00023 (Ordinance 2026-25). This request to transition the above-mentioned parcels to a Zoning Designation of “OR” Open Space/Recreation.

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	“OR” Open Space/Recreational	Park/Open Space	Stephanie Leigh Rothstein Memorial Park
East	“PUD” Planned Unit Development	Low Density Residential	Single Family-Improved
West	“R-1A” Single Family Dwelling	Low Density Residential	Single Family-Improved
South	“PUD” Planned Unit Development	Low Density Residential	Single Family-Improved

Figures 2 & 3 below depict the current Future Land Use and Zoning districts within the City.

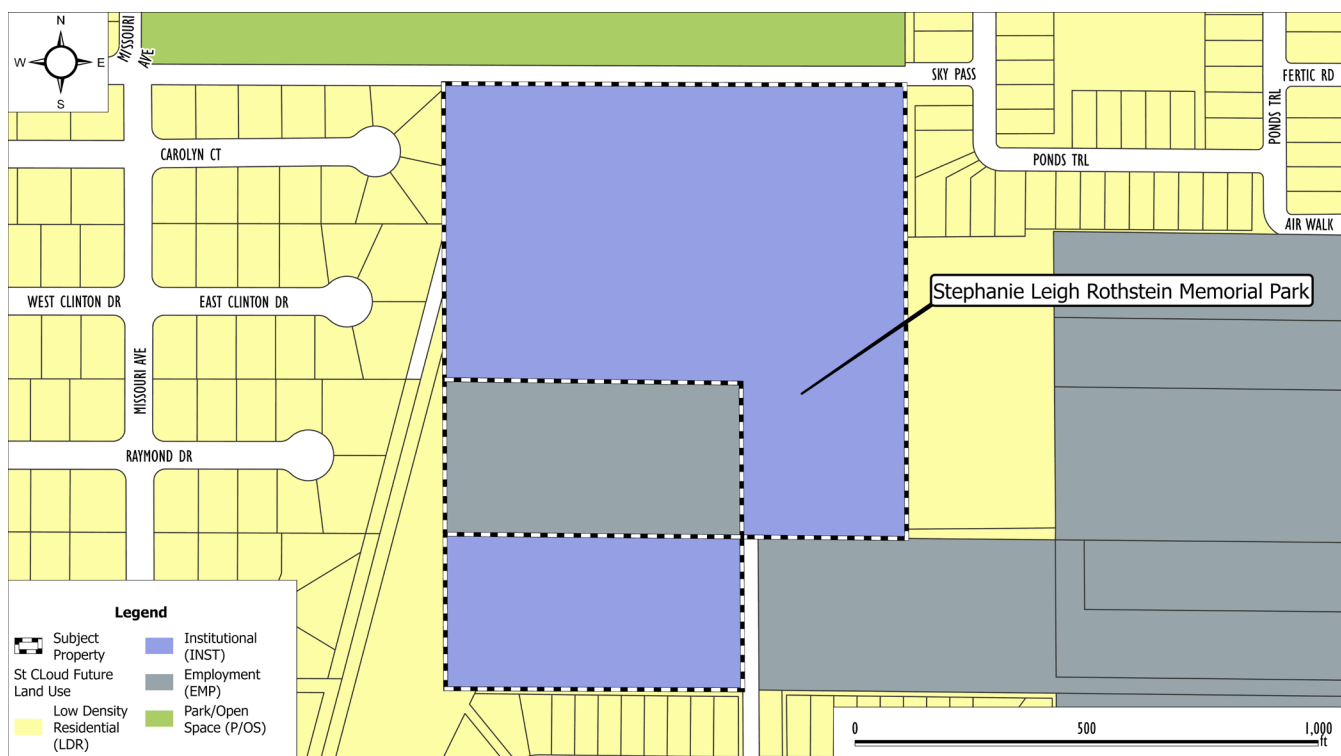


Figure 2 – Future Land Use Map

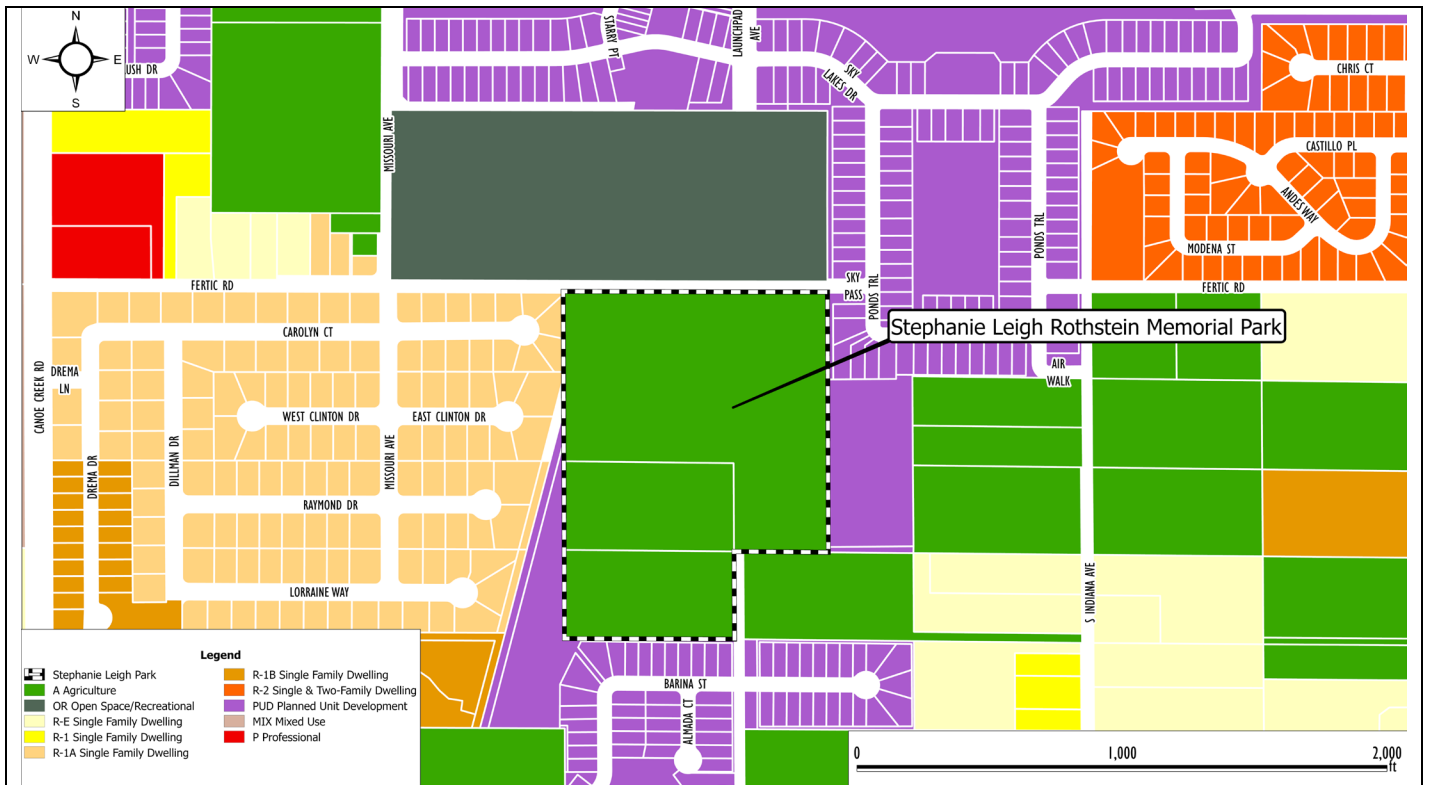


Figure 3 - Zoning Map

Public Notice

Notice of Public Hearing was mailed to property owners within 300 feet of the subject property and was advertised as required by Florida 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;

"No, the proposed comprehensive plan amendment introduces a more inviting land use pattern that will ensure consistency across land use designations and to accurately represent the intended recreational use of park spaces."

The proposed Comprehensive Plan Amendment is not contrary to the established land use pattern. The parcel to the north of the subject property was changed to a Park/Open Space Future Land Use via Ordinance No. 2024-50. The proposed amendment for the subject properties provides consistency for the Stephanie Leigh Rothstein Memorial Park in its entirety.

2. The proposed change would create an isolated district unrelated to the adjacent and nearby districts;

"No, the proposed change would not create an isolated district unrelated to adjacent and nearby districts."

The proposed Comprehensive Plan Amendment to Park/Open Space will not create an isolated district, as it is consistent with the current land use pattern in the area. Park/Open Space was an approved Future Land Use for the parcel to the north, so this would be an expansion of that Future

Land Use rather than 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.;

“No, the proposed change would not materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, and streets.”

The proposed Comprehensive Plan Amendment should not materially alter the population density pattern or increase or overtax the load on public facilities. Park/Open Space only allows for one dwelling unit per acre if the residential development is being used to support the park operations, such as housing for a park ranger or attendant. At this time, there is no development proposed for this location to add any dwelling units, and any future developments will require submittals consistent with the Land Development Code Requirements.

4. Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change;

“No, existing district boundaries are not illogically drawn in relation to existing conditions on the property proposed for change.”

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.

5. The proposed change would be contrary to the land use plan and would have an adverse effect on the comprehensive plan;

“No, the proposed change would not be contrary to the land use plan and would not have an adverse effect on the comprehensive plan.”

The proposed Comprehensive Plan Amendment is not contrary to the land use plan or should have an adverse effect on the comprehensive plan. Policy F.1.3.10 designates Park/Open Space land to be used for parks, recreation, conservation, and open space. The existing use for the Stephanie Leigh Rothstein Memorial Park is consistent with this intent, and the proposed amendment is only to bring consistency with the parcel to the north of the subject property. Leaving the parcels with their existing Future Land Uses would be contrary to the land use plan.

6. Change or changing conditions make the passage of the proposed amendment necessary;

“Yes, existing conditions are changing with the project and amendment is needed.”

The request for a Comprehensive Plan Amendment to Park/Open Space is compatible with the proposed Zoning Map Amendment of “OR” Open Space Recreational and is consistent with the developing land use pattern in the area.

7. The proposed change will adversely influence living conditions in the neighborhood;

“No, the proposed change would not be contrary to the land use plan, nor adversely influence living conditions in the neighborhood”

The proposed Comprehensive Plan Amendment should not negatively impact living conditions in the neighborhood.

8. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety;

“No, the proposed change will not create or excessively increase traffic congestion or otherwise

affect public safety.”

The proposed Comprehensive Plan Amendment should not create or excessively increase traffic or affect public safety as there is currently no additional development planned for these parcels.

9. The proposed change will create a drainage problem;

“No, the proposed change will not create a drainage problem.”

Pursuant to Chapter 6 of the Land Development Code, water management systems shall be provided for all areas of development and accommodate 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;

“No, the proposed change will not seriously reduce light or air to adjacent areas.”

The proposed Comprehensive Plan Amendment is not anticipated to impact access to light or air for adjacent areas. There is no site development proposed at this time; however, any future development will be reviewed for consistency with the City’s Comprehensive Plan.

11. The proposed change will adversely affect property values in the adjacent area;

“No, the proposed change will not adversely affect property values in the adjacent area.”

The proposed Comprehensive Plan Amendment is not expected to negatively impact 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;

“No, the proposed change will not be a deterrent to the improvement or development of adjacent property in accordance with existing regulations.”

The proposed Comprehensive Map Amendment is not expected to negatively impact property values. Furthermore, is intended to support the provision of green spaces and recreational uses established under the Recreation and Open Space Element of the City’s Comprehensive Plan.

13. The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare;

“No, the proposed change will not constitute a grant of special privilege to an individual owner as contrasted with the public welfare.”

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 of properties does not align with the promotion of open space recreation.”

Concurrently with this application, there is a Zoning Map Amendment to change the existing zoning from “A” Agriculture to “OR” Open Space and Recreation to support the continued use of the Stephanie Leigh Memorial Park. The proposed zoning district is only compatible with the Park/Open Space Future Land Use, which makes this Comprehensive Plan Amendment necessary.

15. Whether the change suggested is out of scale with the needs of the neighborhood of the city;

“The project is being propelled by the needs of the neighborhood and city, aiming to provide the

community with expanded recreational opportunities.”

The proposed Comprehensive Plan amendment is not out of scale as the subject property is already developed as a community park that supports soccer fields and is identified in the City's Comprehensive Plan under the Recreation and Open Space Element.

16. It is impossible to find other adequate sites in the city for the proposed use in districts already zoned for such use.

“The site is presently utilized for recreational activities. The proposed Comprehensive Plan Amendment facilitates the development of additional recreational space to better address the community’s needs.”

The City has a limited number of properties zoned as “OR” Open Space and Recreational. The overall goal of the City’s Comprehensive Plan, specifically the Recreation and Open Space Element, ensure that all City residents remain within a 10-minute walk to a neighborhood park or a 5-minute drive to a community park as the city continues to annex land. This may require certain changes to Park/Open Space and its related zoning to ensure the continued support of this goal, even if other properties already have the “OR” zoning district.

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:** *Focus on the continuity and sustainability of core public services.*

Staff Recommendation

Staff reviewed this request for a Zoning Map Amendment on or before June 16th, 2026, with no objections. Staff recommends **APPROVAL** of Ordinance No. 2026-32 for a Comprehensive Plan Amendment from Institutional and Employment to Park/Open Space for approximately +/- 27.26 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 June 16, 2026 – Motion to recommend approval by Grigsby. Second by Marshall. Passed 5-0.

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 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 June 11, 2026 – Motion to approve the First Reading & Introduction by Urban. Second by Gilbert. Passed 5-0.

Attachments

- Ordinance No. 2026-32

RETURN TO:
CITY OF ST. CLOUD
DEPT OF COMMUNITY DEVELOPMENT
1300 9TH STREET
ST. CLOUD, FL 34769

ORDINANCE NO. 2026-32

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, ASSIGNING A FUTURE LAND USE DESIGNATION TO APPROXIMATELY +/- 27.26 ACRES IDENTIFIED AS STEPHANIE LEIGH ROTHSTEIN MEMORIAL PARK, PROJECT #CPA26-00005, GENERALLY LOCATED NORTH OF BARINA STREET, EAST OF MISSOURI AVENUE, SOUTH OF SKY LAKES DRIVE, AND WEST OF SOUTH INDIANA AVENUE, FROM EMPLOYMENT AND INSTITUTIONAL TO PARK/OPEN SPACE 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 Statutes, 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 June 16, 2026 and,

WHEREAS, two (2) public hearings were held 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 26-00005, as shown on Exhibit “A”, and described as follows:

PARCEL: 14-26-30-0725-0001-0050

PARCEL: 14-26-30-0725-0001-0210

LEGAL DESCRIPTION:

LOTS 5, 12, 21, 28 AND THE WEST ½ OF LOTS 4, 13, AND 20, SEMINOLE LAND & INVESTMENT CO.’S (INC.) SUBDIVISION OF SECTION 14, TOWNSHIP 26 SOUTH, RANGE 30 E, ACCORDING TO THE OFFICIAL PLAT THEREOF AS FILED AND RECORDED AMONG THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, PLAT BOOK B. PAGE 5.

CONTAINING 27.26 ACRES, MORE OR LESS.

- A. The City of St. Cloud Future Land Use Map, 2026, is amended to show the property as “Park/Open Space (P/OS)”,
- 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 11th day of June, 2026.

Second Reading and Final Passage on the 16th day of July, 2026.

CITY OF ST. CLOUD

Christian B. Robertson, Mayor

ATTEST:

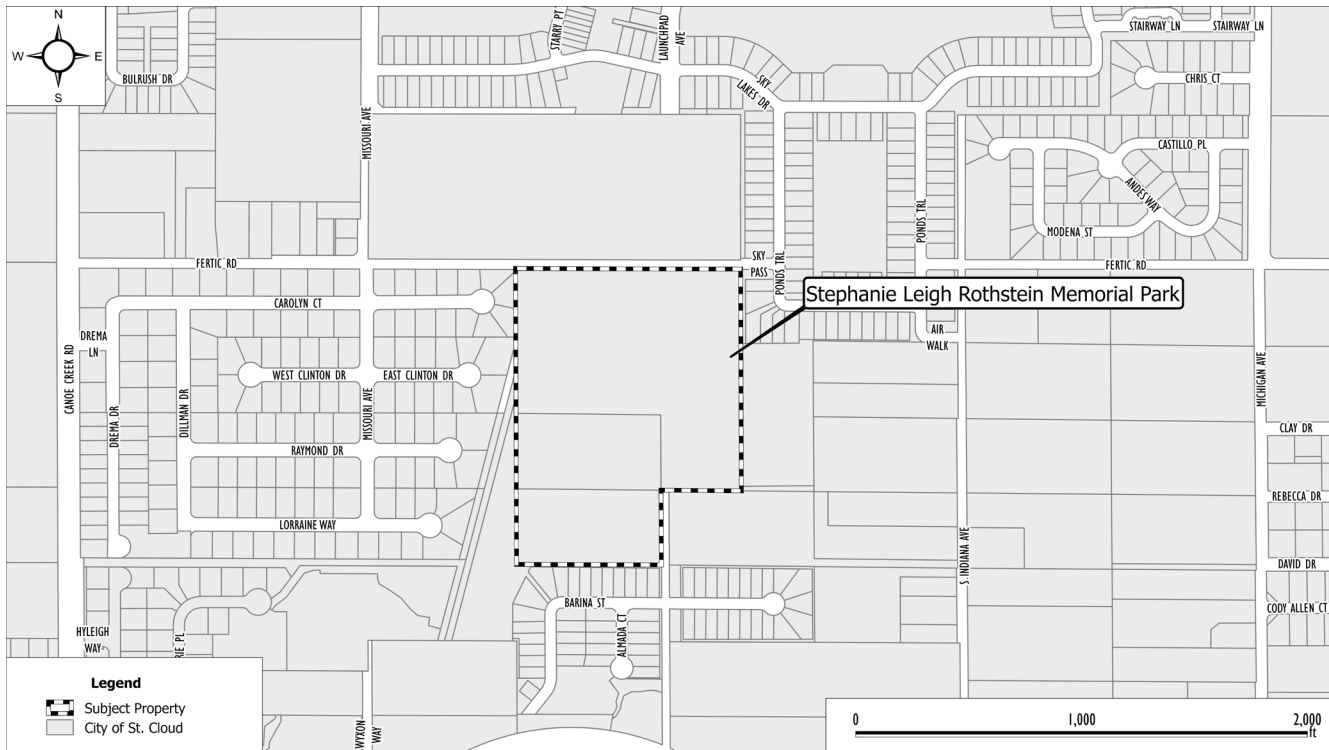
Ivy Llauro, City Clerk

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(S) No.(s)

14-26-30-0725-0001-0050

14-26-30-0725-0001-0210



Meeting: July 16, 2026

Agenda Item Type: Council Action Resolution
No. 2026-072R Grant Purchase of Stormwater
Dam System

Procurement Agenda Item:

Resolution No. 2026-072R, a resolution of the City Council of the City of St. Cloud, Florida, accepting a grant award from the State of Florida, Department of Environmental Protection for the Sole Source purchase of Tiger Dam System from U.S. Flood Control Corp, and authorizing the City Manager to execute the documents necessary for the implementation, administration, and execution of the grant on behalf of the City of St. Cloud, and providing an effective date.

COST: up to \$300,000.00 (Project total \$299,058.00 – Federal Share \$300,000.00/ City Match \$0).

This item is to authorize a grant award from the State of Florida, Department of Environmental Protection, for the Tiger Dam Rapid Deployment Dam System and purchase from U.S. Flood Control Corp.

Strategic Key Focus Areas:

High-Performing Government

Background Information:

Per Kevin Felblinger, through a State of Florida appropriation, the City has been awarded funding from the Department of Environmental Protection Grant Program to purchase a Tiger Dam System to enhance the City's flood preparedness and emergency response capabilities. The grant will fully fund the purchase of the system, requiring no matching funds from the City. The proposed purchase consists of a 36-inch Tiger Dam System, with each section measuring 36 inches high by 50 feet long. The Tiger Dam system is a rapid-deployment flood protection solution comprised of elongated flexible tubes that are quickly stacked, connected end-to-end, and filled with water to create a temporary flood barrier. The system can be filled using a fire hydrant, a 2-inch pump, or other water sources, allowing for fast deployment before anticipated flood events.

By strategically placing the barriers throughout the City and in targeted flood-prone areas, the system will help protect public and private property, reduce flood damage, and provide the City with a flexible and effective flood control tool during severe weather and other extreme events.

U.S. Flood Control Corp. is an authorized Sole Source vendor for the Tiger Dam system. Staff is requesting approval to accept the grant award, authorize the sole source purchase, and authorize the City Manager to execute the grant agreement and all other documents necessary to implement and administer the grant.

Legal Authority:

Grants/Appropriations/Loans Policy Manual; G.A.L Policy, pages 2–4.

Budget and Recommendation:

Actual Cost: up to \$300,000.00 (Project total \$300,000.00 – Federal Share \$300,000.00/ City

Match \$0).

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:

07/16/2026 - Final Action

Attachments:

1. St. Cloud 750ft x 36inch TD Stacked USFCQ20226-2
2. Resolution 2026-072R

**U.S. FLOOD CONTROL CORP.**

802 Short St, Building J
Kenner, LA 70062
Phone:504.813.7303

Quote USFCQ20226-1**Date** 2-Feb-26**Purchaser**

Name St.Cloud
Attn: Cameron Crandell
City St. Cloud ST ZIP
Email:

Vendor

Name U.S. Flood Control Corp.
Address 802 Short St, Building J
City Kenner ST LA ZIP 70062
504-813-7303

Qty	Units	Description - 750ft x 36" TD Stacked 2/1 = 5'6"	Unit Price	TOTAL
53	Each	36"x 50ft Super Tiger Dams	\$4,295.00	\$227,635.00
153	Each	36' Straps for 36" Dams	\$60.00	\$9,180.00
10	Each	Fill Attachment	\$175.00	\$1,750.00
10	Each	Ball Valve	\$150.00	\$1,500.00
10	Each	Attachment Stand	\$185.00	\$1,850.00
5	Each	Siamese Splitter Connection	\$150.00	\$750.00
5	Each	Hydrant Connection with Ball Valve	\$165.00	\$825.00
5	Each	Hydrant Wrench	\$60.00	\$300.00
15	Each	50ft Double Mill Discharge Hose with Cam Locks	\$150.00	\$2,250.00
7	Each	3" Pump - Honda Transfer	\$1,075.00	\$7,525.00
14	Each	10ft Suction Hose	\$125.00	\$1,750.00
7	Each	Strainer	\$19.00	\$133.00
4	Each	Sump Pump (Automatic)	\$1,250.00	\$5,000.00
2	Each	Tiger Winder Kit	\$350.00	\$700.00
1	Each	Valve Tool	\$250.00	\$250.00
4	Each	Patch Kit	\$105.00	\$420.00
120	Each	Chocks	\$12.00	\$1,440.00
60	Each	Tiger Brace	\$55.00	\$3,300.00
270	Each	Earth Anchor (4ft)	\$50.00	\$13,500.00
3	Each	Anchor Driver - Earth (Battery Operated)	\$1,290.00	\$3,870.00
3	Each	Anchor Adaptor w/ Pin	\$65.00	\$195.00
1	Each	Training	\$3,000.00	\$3,000.00
2	Each	Plastic Crate - 50"	\$850.00	\$1,700.00
6	Each	Plastic Crate - 34" (For 36" TDs)	\$1,095.00	\$6,570.00
Quote does not include shipping or taxes				
FED ID 68-0549696				

Sub Total	\$295,393.00
Shipping	\$3,665.00
Tax	
TOTAL	\$299,058.00

Payment Details

- ☒ Check
- ☐ Cash
- ☐ Account No.
- ☐ Credit Card

AUTHORIZED SIGNATURE OF PURCHASER UPON ACCEPTANCE OF AGREEMENT

Name: _____ SIGNATURE: _____
DATE: _____

WARNING: U.S. FLOOD CONTROL CORP. ("USFC") DOES NOT GUARANTEE OR WARRANTY THE TIGER DAM™ SYSTEM AND RELATED PRODUCTS IN FLOODING CONTROL OR FLUID CONTAINMENT SITUATIONS. USFC'S LIABILITY TO PURCHASER

1. **Purchase:** Upon the execution of this Agreement by Purchaser, USFC agrees to supply and sell, and Purchaser agrees to purchase, the Product in accordance with these terms and conditions. "Product" means the goods described in the invoice above, and this "Agreement" consists of the invoice and these terms and conditions. USFC's shipment of the Product to Purchaser pursuant to this Agreement shall constitute acceptance by Purchaser of this Agreement, even if this Agreement is not expressly executed by the Purchaser above. This Agreement supersedes any purchase order or other terms and conditions issued by Purchaser at any time, and such are of no force or effect concerning the purchase and sale of Products to Purchaser.

2. **Delivery, Risk of Loss and Title:** USFC shall use commercially reasonable efforts to deliver the Products to Purchaser on the delivery date specified by USFC. For domestic customers, Products are supplied to Purchaser EXW (*Incoterms 2010*) at the place of delivery to carrier, and Purchaser is responsible for all loading, shipping, duties and other costs from that point. For overseas customers, Products are supplied to Purchaser DAT (*Incoterms 2010*), at the inbound terminal, and USFC is responsible for all loading and shipping cost to that point. Legal title shall transfer to Purchaser upon the transfer of the risk of loss pursuant to such *Incoterms 2010*, but USFC hereby retains a lien upon, and a reversionary interest to, all Products until Purchaser has paid USFC therefore, in full.

3. **Price and Payment:** Purchaser shall pay the purchase price, applicable taxes, shipping and related costs in the amount and manner specified in this Agreement, including any deposit required by USFC. Unless otherwise provided, Purchaser shall pay this invoice within thirty (30) days of receipt thereof by Purchaser. Interest shall accrue and be payable by Purchaser on any overdue and unpaid amounts at the rate of One and a half (1.5%) percent per month, compounded, not to exceed Eighteen (18%) percent per annum, which is payable by Purchaser without the necessity of demand.

4. **Warrant Disclaimer:** U.S. Flood Control Corp., the manufacturer of the Products, gives a limited 5-year Warranty for the Products, as posted at www.usfloodcontrol.com ("Warranty"). USFC MAKES NO REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO ANY PRODUCT INCLUDING WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR INFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER THIRD PERSON RIGHTS, WHETHER ARISING BY LAW, USAGE OR TRADE, COURSE OF DEALING, COURSE OF PERFORMANCE OR OTHERWISE, REGARDING ANY PRODUCT OR ANY SERVICES PERFORMED BY USFC OR ITS REPRESENTATIVES, AGENTS OR CONTRACTORS. USFC'S ENTIRE LIABILITY AND PURCHASER'S EXCLUSIVE REMEDY, FOR ANY DEFECT IN THE PRODUCT WHATSOEVER, IS THE WARRANTY, AND PURCHASER HEREBY WAIVES ANY AND ALL RIGHT OF ACTION AGAINST USFC, AND RELEASES USFC FROM ANY AND ALL LIABILITY ARISING AT LAW OR UNDER THIS AGREEMENT, RELATING THERETO, HOWSOEVER ARISING.

5. **Indemnification:** The Purchaser is hereby liable to and agrees to indemnify, defend and hold harmless USFC and its affiliates, and each entity's respective officers, directors, employees, representatives, agents and contractors ("USFC Parties"), from and against any and all actions, causes of actions, claims, demands, liabilities, losses, judgments, settlements, damages or expenses including legal fees and costs on a solicitor and his own client indemnity basis ("Claim") made by or awarded to any third person, which and USFC Party may at any time incur or become subject to, whether based in whole or in part in contract, tort, negligence, breach of statute or any other theory of law, arising from any of the following: (i) death or bodily injury, or loss of or damage to real, tangible or intangible personal property, including data and digital information, caused or contributed to by use of a Product by, or the acts or omissions of, Purchaser or its employees, customers, contractors, representatives or agents; (ii) failure by Purchaser to perform any obligations under any agreement or legal obligation it may have with or to any third person; (iii) failure by Purchaser to adhere to any applicable law or statutory or regulatory obligation; or (iv) failure to adhere to any obligation, or the breach or incorrectness of any representation or warranty, by Purchaser under this Agreement. USFC shall promptly notify the Purchaser in writing of any such Claim it receives and shall promptly tender to the Purchaser control of the defense of any such Claim with counsel of its choice, at Purchaser's own expense. In no event shall Purchaser compromise or settle such Claim that in any way prejudices USFC without USFC's prior written consent in its discretion.

6. **Limitation of Liability:** UNDER NO CIRCUMSTANCES WILL THE USFC PARTIES OR ANY OF THEM BE LIABLE TO PURCHASER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONTINGENT, EXEMPLARY, PUNITIVE, AGGRAVATED, CONSEQUENTIAL OR EQUITABLE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF GOODWILL, LOSS OF ACTUAL OR ANTICIPATED PROFITS OR REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF USE OR LACK OF AVAILABILITY OF FACILITIES, FIDUCIARY OBLIGATIONS, RESTITUTIONARY LIABILITIES OR ANY OTHER ECONOMIC LOSS WHATSOEVER, HOWEVER CAUSED AND WHETHER OR NOT FORESEEABLE, OR FOR CONTRIBUTION OR INDEMNITY IN RESPECT THEREOF, EVEN IF THE USFC PARTIES OR ANY OF THEM HAVE BEEN INFORMED IN ADVANCE OR OUGHT REASONABLY TO HAVE KNOWN OF THE POTENTIAL FOR SUCH DAMAGES. THE ENTIRE CUMULATIVE LIABILITY OF THE USFC PARTIES, AND THE EXCLUSIVE RECOURSE OF THE PURCHASER, IN THE EVENT OF ANY CLAIM BY PURCHASER, SHALL BE LIMITED IN THE AGGREGATE (REGARDLESS OF THE NUMBER OF CLAIMS) TO THE ACTUAL PROVEN DIRECT DAMAGES SUFFERED BY THE PURCHASER AND SHALL NOT EXCEED IN ANY EVENT THE AMOUNT OF THE TOTAL PURCHASE PRICE ACTUALLY PAID BY PURCHASER TO USFC FOR THE PRODUCT FROM WHICH SUCH DAMAGE IS ALLEGED TO HAVE ARISEN. NO LEGAL ACTION OR PROCEEDING MAY BE BROUGHT BY PURCHASER AGAINST ANY OF THE USFC PARTIES MORE THAN TWELVE (12) MONTHS AFTER THE FACTS GIVING RISE TO THE CAUSE OF ACTION HAVE OCCURRED, REGARDLESS OF WHETHER THOSE FACTS BY THAT TIME ARE KNOWN TO, OR OUGHT REASONABLY TO HAVE BEEN DISCOVERED BY, PURCHASER. THE FOREGOING LIMITATIONS OF LIABILITY APPLY REGARDLESS OF THE FORM OF ACTION OR BASIS OF LIABILITY, INCLUDING WITHOUT LIMITATION STATUTE, CONTRACT, TORT, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, BREACH OF A FUNDAMENTAL TERM OR FUNDAMENTAL BREACH. THE LIMITATION OF LIABILITY PROVISIONS OF THIS AGREEMENT REFLECT AN INFORMED VOLUNTARY ALLOCATION OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THE PRODUCTS AND THE PERFORMANCE BY USFC OF ITS OBLIGATIONS AND RESPONSIBILITIES AND SUCH VOLUNTARY RISK ALLOCATION REPRESENTS A MATERIAL PART OF THE AGREEMENT REACHED BETWEEN PURCHASER AND USFC IN RESPECT OF THE PRODUCTS.

7. **No Waiver:** The failure of either party to insist upon or to enforce strict performance of any provision of this Agreement, or to exercise any right or remedy under this Agreement, will not be interpreted or construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision, right or remedy in that or any other instance.

8. **Assignment:** USFC may assign this Agreement to a third person upon prior written notice to Purchaser. Purchaser may assign this Agreement to a third person upon IFC's prior written consent, not to be unreasonably withheld.

9. **Force Majeure:** In the event of war, fire, flood, strike, labor trouble, breakage of equipment, accident, riot, acts of governmental authority, Acts of God or contingencies beyond the reasonable control of the party affected, interfering with the then current producing, supplying, transporting, or consuming practices of the party respecting the Products, or in the event of inability to obtain on terms deemed by IFC to be practicable any raw material (including energy source) used in connection therewith, the quantity of goods provided for in this Agreement shall be reduced by the amount so affected during the period of such events without liability, but the Agreement shall otherwise remain unaffected USFC's decision as to what quantities are affected shall be final and binding.

10. "All sales and transactions evidenced by this invoice/agreement are deemed to have been made and accepted by the vendor in Hahnville, St. Charles Parish, Louisiana. Any dispute arising under or in conjunction with this invoice/agreement, or related to any matter which is the subject of this invoice/agreement, shall be determined in accordance with the laws of the State of Louisiana, and shall be subject to the exclusive jurisdiction of, and brought in, the Twenty-Ninth Judicial District Court of the Parish of St. Charles, State of Louisiana."

11. **Severability:** If any provision of this Agreement is judged by any Court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

12. **Contra Preferentum Disclaimer and Legal Advice:** The parties hereby acknowledge and agree that this Agreement shall be construed neither against nor in favour of either party, but rather in accordance with the fair and purposive meaning hereof. Each party hereby acknowledges that it has had the opportunity to seek independent legal advice respecting this Agreement, that it is a sophisticated contracting party, and that each provision of this Agreement is enforceable against it pursuant to its terms.

13. **Entire Agreement:** This Agreement sets forth the entire agreement and supersedes any and all prior agreements between the parties, or any purchase order or other terms and conditions issued by Purchaser, with respect to the subject matter hereof. No amendment to this Agreement will be valid unless set forth in a written instrument signed by both parties. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and both such counterparts when exchanged between the parties via facsimile transmission or otherwise, shall constitute one instrument. Pursuant to Section 1, Purchaser expressly agrees that supply of the Products to Purchaser in accordance with this Agreement shall constitute acceptance by Purchaser of this Agreement.

RESOLUTION NO. 2026-072R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, ACCEPTING A GRANT AWARD FROM THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE SOLE SOURCE PURCHASE OF TIGER DAM SYSTEM FROM U.S. FLOOD CONTROL CORP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE DOCUMENTS NECESSARY FOR THE IMPLEMENTATION, ADMINISTRATION, AND EXECUTION OF THE GRANT ON BEHALF OF THE CITY OF ST. CLOUD, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City of St. Cloud received state appropriations for L0346 St. Cloud Stormwater Dam System Project made available through the Florida Department of Environmental Protection cost reimbursement grant program; and

WHEREAS, the City of St. Cloud Public Works Department has determined that it is in the best interest of the citizens to enhance the City's flood preparedness and emergency response capabilities. The Tiger Dam system will help protect public and private property, reduce flood damage, and provide the City with a flexible and effective flood control tool during severe weather and other extreme events; and

WHEREAS, the St. Cloud City Council recognizes the importance of reducing or eliminating these vulnerabilities for the overall good and welfare of the City of St. Cloud.

NOW, BE IT RESOLVED by the City Council of the City of St. Cloud, Florida that:

SECTION I. The state appropriations made available through Florida Department of Environmental Protection (FDEP) L0346 St. Cloud Stormwater Dam System Project are hereby authorized for the Sole Source Purchase of the Tiger Dam System.

SECTION II. The City Manager or designee is authorized to execute the documents necessary for the implementation, administration and execution of the grant on behalf of the City of St. Cloud/ Public Works Department.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida, on this 16th day of July 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: July 16, 2026

Agenda Item Type: Council Action Resolution
No. 2026-078R Centennial Park Restrooms

City Manager Agenda Item:

Resolution No. 2026-078R, a resolution of the City Council of the City of St. Cloud approving the agreement for the purchase of approximately .09 acres of certain real property including a 1,880 square foot building located at 1222 10th Street in St. Cloud and required for the expansion of public facilities for the purchase price of \$731,500 from Robert Beauchamp; authorizing the Mayor to sign the purchase and sale agreement and authorizing the City Manager to perform all acts necessary and appropriate to close on the property as provided herein.
COST: \$731,500 in Parks and Recreation Impact Fees plus all associated closing costs.

Strategic Key Focus Areas:

High-Performing Government

Background Information:

This improved land is to be secured for Centennial Park upgrades and paid for with Parks and Recreation Impact fees. The city had previously been moving forward with plans to construct a building for Centennial Park. This improved property became available and staff is recommending we instead purchase this property. Both the City and the Seller are in agreement. The property currently has a tenant with a lease including \$3,000 monthly rent. The lease expires October 31, 2026.

Legal Authority:

City Charter Sec 2.01 and 2.04

Budget and Recommendation:

Purchased price of \$731,500 in Parks and Recreation Impact Fees plus buyer associated closing costs.

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:

07/16/2026 - Final Action

Attachments:

1. Resolution 2026-078R
2. Partially signed Purchase and Sale Agreement for council 6.11.26 meeting
3. Current Tenant Lease - Bob Beauchamp Office Building 1222 and 1224 10th Street
4. Newspaper Article Jan 6, 1956 10th street office building

RESOLUTION NO. 2026-078R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD APPROVING THE AGREEMENT FOR THE PURCHASE OF APPROXIMATELY .09 ACRES OF CERTAIN REAL PROPERTY INCLUDING AN 1,880 SQUARE FOOT BUILDING LOCATED AT 1222 10TH STREET IN ST. CLOUD AND REQUIRED FOR THE EXPANSION OF PUBLIC FACILITIES FOR THE PURCHASE PRICE OF \$731,500 FROM ROBERT BEAUCHAMP; AUTHORIZING THE MAYOR TO SIGN THE PURCHASE AND SALE AGREEMENT AND AUTHORIZING THE CITY MANAGER TO PERFORM ALL ACTS NECESSARY AND APPROPRIATE TO CLOSE ON THE PROPERTY AS PROVIDED HEREIN.

WHEREAS, the Purchase of the purchase of the property located at 1222 10th Street, St. Cloud be used for the public use purposes and in lieu of the City using its eminent domain authority to acquire the property and is 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 City Council of the City of St. Cloud, Florida does hereby approve and authorizes the Mayor to enter into the contract attached hereto and incorporated herein as Exhibit "A" for the purchase of .09 +/- acres of real property including an 1,880 square foot building located at 1222 10th Street from Robert Beauchamp for \$731,500. The City Council further authorizes the City Manager to perform all acts necessary and appropriate to close on the property, including, but not limited to, executing any and all documents at closing.

Section II. The City Manager is specifically authorized to withhold the formal written agreement and completion of the transaction 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 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 16th day of July 2026.

CITY OF ST. CLOUD

Christian B. Robertson, Mayor

ATTEST:

Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED:

Daniel F. Mantzaris, City Attorney
de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP.

PURCHASE AND SALE AGREEMENT

Seller(s): **ROBERT BEAUCHAMP**

Buyer: CITY OF ST. CLOUD
1300 Ninth Street
St. Cloud, Florida 34769

In consideration of the following promises and obligations, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller(s) (as identified above) hereby agree that Seller(s) shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property

(a) Improved Real Property (hereinafter the "Property") described as:

Parcel No.: 01-26-30-0001-0129-0070
Property Address: 1222 10th Street, St. Cloud, FL

(b) Estate being purchased: Fee Simple

(c) Above listed properties being acquired by Buyer for the following purpose:

This acquisition is required for the City's need to expand accessible public restroom facilities within the downtown area and to provide dedicated storage space for Parks and Recreation programming, special events, and park maintenance operations.

Buyer has the right to take title to all property listed above (collectively the "Property") being acquired in the name of the City of St. Cloud.

II. PURCHASE PRICE — ACQUISITION COST

(a)	Real Property	
	Land Fee	\$ 731,500.00

(b)	Total Purchase Price/ Acquisition Cost to be paid to Seller by Buyer at Closing	\$ 731,500.00
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III. Terms, Conditions and Limitations

(a) Buyer shall obtain a title report for the Property to determine any and all ownership rights, encumbrances or encroachments. The Report shall be obtained within 15 days of the effective date of this Agreement. If the title report reveals any adverse matters which are unacceptable to Buyer in its

sole discretion, Buyer shall be entitled to terminate this Contract by delivering written notice thereof to Seller within ten days of the Closing Date as set forth below whereupon this Contract shall terminate.

- (b) Seller represents and warrants that Seller owns fee simple title to the Property and has the full power, right and authority, and is duly authorized, to enter in this Purchase and Sale Agreement (hereinafter referred to as "Agreement"), to perform each and all of the matters and acts herein provided, and to execute and deliver all documents provided hereunder. Seller shall maintain the Property described in **Section I** of this Agreement until the day of closing in the same condition existing on the date of this Agreement, except for reasonable wear and tear.
- (c) Buyer in its sole discretion shall select a closing agent or closing attorney to conduct closing which shall be conducted through a customary escrow arrangement with the closing agent on the date specified in **Section V** unless such date is extended by Buyer and Seller. Buyer and Seller shall execute all documents required by the closing agent or closing attorney conducting the closing. Seller agrees that the Property described in **Section I** of this agreement shall be conveyed to Buyer by Special Warranty Deed. The Effective Date of this Purchase and Sale Agreement shall be the date upon which this Agreement is last signed by Seller and Buyer. It is expressly agreed by Seller and Buyer that time is of the essence of this Agreement and in the performance of all conditions, covenants, requirements, obligations and warranties to be performed or satisfied by the parties hereto. Waiver of performance or satisfaction of timely performance or satisfaction of any condition, covenant, requirement, obligation or warranty by one party shall not be deemed to be a waiver of the performance or satisfaction of any other condition, covenant, requirement, obligation or warranty unless specifically consented to in writing. Unless otherwise expressly provided herein, all periods for performance, approval, delivery or review and the like shall be determined on a calendar day basis. If any day for performance, approval, delivery or review falls on a Saturday, Sunday or legal holiday, the time therefore shall be extended to the next business day.
- (d) Seller is responsible for all real and personal taxes due on the Property up to, but not including, the day of closing. If, however, the amount of such taxes for the year of closing cannot be ascertained, the rates, millages and assessed valuations for the previous year, with known changes and utilizing full discounts, shall be used as an estimate, and tax prorations based on such estimate shall be readjusted by Buyer and Seller when the actual tax bills for the year of sale are received, which obligation shall expressly survive closing for a period of twelve (12) months. Buyer shall be responsible for all other normal and customary costs including but not limited to premium for title insurance, documentary stamp fee, closing fee, title search fee, and expenses of closing except Seller and Buyer shall each be responsible to pay their own attorney fees. Seller shall be responsible for prepayment penalties if Seller is obligated to pay such to any third party.
- (e) Seller is responsible for delivering good and marketable title to Buyer free and clear of any and all liens, taxes, mortgages, and judgments. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida law subject only to those exceptions that are acceptable to Buyer. Seller shall provide to the closing agent or closing attorney any and all information necessary to arrange for payoff of any loans, debts, liens, judgments or other matters required for clear title purposes. Seller has a continuing duty to inform Buyer of any notice Seller shall receive from any city, county, state or other governmental authority of violation of any statute, law or ordinance or governmental rule or regulation or any actual or threatened lawsuit by which any party

claims an interest in respect to or affects clear title of the Property. Seller warrants and represents that Seller has not entered into any other contracts, agreements or understandings, oral or written, for the sale or transfer of all or any portion of the Property. Seller has not made any commitments to any third party, including but not limited to, any governmental unit or agency, utility company, authority, school board, church or other religious body, or to any other organization, group or individual relating to the Property which would impose any obligations upon Buyer. Seller shall provide a normal and customary Seller's Affidavit at the time of Closing as may be required by the Buyer's title insurer. All matters set forth herein in this paragraph shall survive closing.

- (f) Effective as of the Closing Date (as defined in this Agreement), Seller hereby assigns, transfers, and conveys to Buyer, and Buyer hereby accepts and assumes, all of Seller's right, title, and interest in, to, and under that certain lease dated October 25, 2025, by and between Seller, as Lessor, and Cloud Care, LLC, as Lessee, (hereinafter the "Lease"), covering the Property. Seller shall retain and remain liable for all covenants, obligations, and liabilities under the Lease arising prior to the Closing Date. At Closing, Seller and Buyer shall execute and deliver a separate Assignment and Assumption of Lease in recordable form and acceptable to Buyer, pursuant to which Seller shall assign the Lease to Buyer and Buyer shall assume Seller's obligations under the Lease as set forth herein. Seller has delivered to Buyer an executed copy of the Lease and all amendments, modifications, and supplements thereto, together with all notices, correspondence, and other documents relating to the Lease in Seller's possession or control. All rent, additional rent, and other periodic charges payable under the Lease shall be prorated as of the Closing Date, with Seller being entitled to all amounts attributable to periods prior to the Closing Date and Buyer being entitled to all amounts attributable to periods on or after the Closing Date. If Seller has collected rent or other charges for any period on or after the Closing Date, Seller shall pay to Buyer at Closing a credit in the amount of such prepaid rent or charges. If any rent or charges attributable to periods prior to the Closing Date remain unpaid as of the Closing Date, Buyer shall have no obligation to collect such amounts on Seller's behalf. Seller shall transfer and assign to Buyer at Closing any security deposit, prepaid rent, or other funds held by Seller under the Lease, in the amount of \$3,000.00. Buyer shall assume all of Seller's obligations with respect to the Tenant Deposits for periods on or after the Closing Date, and Seller shall be relieved of all liability and obligations with respect thereto from and after the Closing Date. Seller shall provide Buyer with a written account of the Lessee's Deposits at Closing. Specifically, with regard to the Lease, Seller warrants and represents for reliance of Buyer, the following:

- 1) The Lease is in full force and effect and has not been amended, modified, or supplemented except as disclosed in writing to Buyer.
- 2) Seller has not received any notice of default or breach under the Lease, and to Seller's knowledge, no event has occurred that, with the giving of notice or passage of time, would constitute a default or breach under the Lease;
- 3) To Seller's knowledge, all rent and other charges due under the Lease through the date hereof have been paid in full; and
- 4) Seller has the full right, power, and authority to assign the Lease to Buyer as provided herein; and

- (g) EXCEPT AS OTHERWISE HEREIN SPECIFICALLY PROVIDED, SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN SELLER'S WARRANTY OF TITLE SET FORTH IN THE SPECIAL WARRANTY DEED TO BE DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY INCLUDING WITHOUT LIMITATION: (I) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (II) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY, AND (III) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER HEREBY WAIVES ALL STATUTORY WARRANTY RIGHTS WITH RESPECT TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO WARRANTIES FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR HABITABILITY. BUYER AGREES THAT WITH RESPECT TO THE PROPERTY, BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR ANY AGENT OF SELLER. BUYER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF BUYER'S CONSULTANTS, AND THAT BUYER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND INVESTIGATIONS. BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS (EXCEPT AS HEREIN SPECIFICALLY PROVIDED), RELATED TO THE PROPERTY BY SELLER, ANY AGENT OF SELLER OR ANY THIRD PARTY ACTING FOR OR ON BEHALF OF SELLER. THE TERMS AND CONDITIONS OF THIS SUBSECTION I(F) SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH OR REFERRED TO HEREIN. MOREOVER, BUYER'S CLOSING HEREUNDER SHALL BE DEEMED TO CONSTITUTE AN EXPRESS WAIVER OF BUYER'S AND ITS SUCCESSORS' AND ASSIGNS' RIGHT TO SUE SELLER AND OF BUYER'S RIGHT TO CAUSE SELLER TO BE JOINED IN ANY ACTION BROUGHT UNDER ANY FEDERAL, STATE OR LOCAL LAW, RULE, ACT OR REGULATION WHICH PROHIBITS OR REGULATES THE USE, HANDLING, STORAGE, TRANSPORTATION OR DISPOSAL OF A HAZARDOUS OR TOXIC SUBSTANCE OR WHICH REQUIRES REMOVAL OR REMEDIAL ACTION WITH

RESPECT TO SUCH HAZARDOUS OR TOXIC SUBSTANCE, SPECIFICALLY INCLUDING BUT NOT LIMITED TO THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, 42 U.S.C.A. SECTION 9607 ("CERCLA") AND FLORIDA STATUTES SECTION 403.7271. THIS SUBSECTION I(F) IS A MATERIAL INDUCEMENT FOR SELLER ENTERING INTO THIS CONTRACT AND IT SHALL SURVIVE THE CLOSING HEREUNDER.

- (h) In the event it shall be necessary for either party to the Agreement to bring suit to enforce any provision hereof the prevailing party in any such litigation, including any appeals, shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and all reasonable attorneys' fee as fixed by the Court.
- (i) Any notice or other communication permitted or required to be given hereunder by one party to the other shall be in writing, shall be effective upon receipt and shall be delivered by registered or certified United States Mail, postage prepaid, return receipt requested, or by facsimile or telecopy transmission, with acknowledgment of receipt upon transmission (provided that if notice is sent by facsimile or telecopy transmission, it must also be sent by one of the other methods of delivery specified herein), to the party entitled or required to receive the same, as follows:

TO SELLER: Robert Beauchamp
 231 Wyoming Ave
 St. Cloud, FL. 34769
 Telephone: _____

TO BUYER: City of St. Cloud
 1300 Ninth Street
 St. Cloud, FL 34769
 Attention: City Manager
 Telephone 407-957-7301
 Facsimile 407-957-7385

REQUIRED deBeaubien, Simmons, Knight, Mantzaris and Neal, LLP
COPY TO: P.O. Box 87, 332 N. Magnolia Avenue (32801)
 Orlando, FL 32802
 Attention: Daniel F. Mantzaris
 Telephone 407-422-2454
 Facsimile 407-849-1845

- (j) This Agreement and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the State of Florida and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto as well as their respective heirs, personal representatives, successors and/or assigns. Seller and Buyer acknowledge each to the other that both they and any respective counsel chosen by either party have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

- (k) This Agreement may be executed in counterparts by the parties hereto and each shall be considered an original, but all such counterparts shall be construed together and constitute one Agreement between the parties hereto.
- (l) Seller and Buyer agree that this Agreement represents the complete and entire understanding and the full and final Agreement for the herein described sale and purchase and no agreements or representation, unless incorporated into this Agreement, shall be binding on the parties. This Agreement may not be modified or amended nor may any covenant, agreement, condition, requirement, provision, warranty or obligation contained herein be waived, except in writing signed by both parties.
- (m) **IN THE EVENT THIS AGREEMENT IS NOT SIGNED SIMULTANEOUSLY BY BUYER AND SELLER, IT SHALL BE CONSIDERED TO BE AN OFFER BY SELLER TO BUYER, IN WHICH EVENT THIS OFFER SHALL EXPIRE AT 5:00 P.M. EASTERN DAYLIGHT SAVINGS TIME ON THE DATE WHICH IS THIRTY (30) DAYS AFTER THE DATE SELLER HAS SIGNED THIS AGREEMENT UNLESS A COUNTERPART OF THIS AGREEMENT SIGNED BY BUYER IS RECEIVED BY SELLER PRIOR TO THAT TIME AND DATE.**
- (n) **SELLER AND BUYER AGREE AND UNDERSTAND THAT THIS AGREEMENT AND ANY AND ALL OF BUYER'S OBLIGATIONS SET FORTH HEREIN ARE EXPRESSLY CONTINGENT UPON APPROVAL AND ACCEPTANCE OF THIS AGREEMENT BY THE CITY COUNCIL OF THE CITY OF ST. CLOUD. IN THE EVENT THAT THIS AGREEMENT IS NOT APPROVED AND ACCEPTED BY CITY COUNCIL THEN THIS AGREEMENT WILL BE NULL AND VOID AND BOTH PARTIES SHALL BE RELIEVED FROM ANY AND ALL OBLIGATIONS SET FORTH HEREIN.**
- (o) As required by Florida law, "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department."
- (p) The Seller and Buyer acknowledge that this Agreement is entered into under the threat of condemnation as part of the City's downtown expansion an ongoing development projects and the sale of the Property will be completed under the threat of condemnation. In the event that the Seller did not voluntarily enter into this Agreement then Buyer would have filed a condemnation action.
- (q) The Seller and Buyer acknowledge neither party has employed a broker or finder and that no commission or fees are to be paid hereunder. Seller and Buyer each agree to indemnify, defend and hold the other harmless from and against any commissions or fees or claims for commissions or fees arising under the indemnifying party, which indemnification shall expressly survive the termination of this Contract and the closing of the sale and purchase of the Property contemplated by this Contract.

IV. Closing Date

The closing will occur on or before the expiration of forty-five (45) days after the date set forth below that the last party has executed this Agreement. However, Buyer and Seller may extend the closing date for up to

thirty (30) days for the sole purpose of securing good and marketable title to Buyer, free and clear of any and all liens, taxes, mortgages, judgments and/or encumbrances. The Closing may be conducted remotely by electronic means or as a mail-away closing, with documents executed in counterparts and delivered via email, electronic signature, or overnight courier, all of which shall be deemed originals for all purposes.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this Agreement as addenda must be initialed by both Buyer and Seller.

Acknowledgement of Signatures

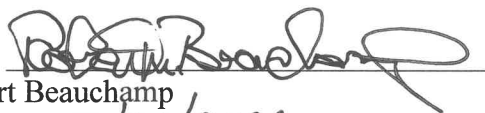
Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this Agreement as a binding real estate contract.

Seller(s)

By:

Robert Beauchamp

Date:


5/27/2026

Buyer

CITY OF ST. CLOUD

By:

Christian B. Robertson, Mayor

Date:

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (the "Lease") is made and entered in to this 24th day of October 2025, by and between Robert M. Beauchamp ("Lessor") and Cloud Care LLC ("Lessee").

WITNESSETH:

NOW, THEREFOR, for and in consideration of the execution and delivery of this lease, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

PREMISES: Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, upon the terms and conditions as set-forth in the Lease, the entire premises located at 1222 & 1224 10th Street, St. Cloud, Florida 34769 (The "Premise").

COMMENCEMENT DATE: November 1st 2025.

TERM: The initial term of the Lease shall be for One Year (The "Lease Term") starting on the commencement date as set-forth above. Lessee shall notify Lessor in writing 60 days prior to the expiration of the lease to confirm renewal or termination of the lease for the next 12 months.

LEASE PAYMENTS: Beginning on the commencement date, Lessee covenants and agrees to pay the rent to Lessor as follows: Lessee shall pay to Lessor monthly installments of \$ 3000⁰⁰ plus the applicable sales tax, payable in advance on the first day of each month, for an annual lease payment of \$ 36,000 (plus applicable sales tax) for the first year of the Lease Term, after which the rent shall increase - N/A - each successive year commencing on the anniversary date of the initial Lease Term. If any Lease Payment is received after the fifth (5th) day of the month in which the payment is due, the Lease Payment will be considered late and Lessee shall be assessed a late fee of 5% of the total payment due (inclusive of sales tax).

Lease payments shall be made to the Lessor at 1129 Pennsylvania Ave. which address may be changed from time to time by Lessor. St. Cloud

SECURITY DEPOSIT: The Security Deposit of this lease is \$ 3000⁰⁰ due and payable at the time of execution of the Lease; and if not paid at execution, the Lease shall be considered in default. The Security Deposit is nonrefundable to Lessee unless and until Lessee faithfully performs pursuant to the terms of this lease. *Previous deposit pd. 850⁰⁰ Balance due 2150⁰⁰ CK#579 10/24/2025

TAXES: Taxes attributable to the premises or the use of the Premises shall be allocated as follows:

RMB Lessor will pay All property tax for the term of this Lease
REAL ESTATE TAXES: Lessor will present the final annual tax bill from the Osceola County Property Appraiser to Lessee. Lessor will provide a \$ N/A credit to Lessee toward the final annual total real estate tax bill; and Lessee shall pay any amount of annual real estate taxes above and beyond the \$ N/A credit directly to Lessor on or before November 30 of each calendar year during the term of the Lease.

POSSESSION: Lessee shall be entitled to possession of the Premises as set-forth in the Commencement Date provision above; and Lessee shall yield possession to Lessor on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Lessee shall remove its goods and effects and peaceably yield up the Premises to Lessor in as good condition as when delivered to Lessee, ordinary wear and tear expected.

USE OF PREMISES: Lessee may use the Premises only as a commercial business operation as approved by Lessor; and the Premises may not be used for any other purpose without the prior written consent of Lessor, which shall not be unreasonably withheld.
No portion of the Premises or of Tenant's interest in this Lease may be acquired by any other person or entity, whether by sale, assignment, mortgage, sublease, transfer, operation of law, or act of Tenant, without Landlord's prior written consent, Landlord's consent not to be unreasonably withheld.

HOLDOVER: If Lessee maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Lessee shall pay to Lessor lease payment(s) during Holdover Period at a rate equal to 200% of the normal payment rate set-forth in the Renewal Terms paragraph.

REMODELING OR STRUCTURAL IMPROVEMENTS: Lessee shall have the obligation to conduct any construction or remodeling (at Lessee's expense) that may be required to use the Premises as specified above. Lessee may also construct such fixtures on the Premises (at Lessee's expense) that appropriately facilitates its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Lessor, which shall not be unreasonably withheld. Lessee shall not install awnings or advertisements on any part of the Premises without permits that may be required by the City of St. Cloud or Osceola County.

Prior to any remodeling or structural improvements, Lessee shall seek approval from the City of St. Cloud for the change in use of the Premises from N/A to N/A, including the procurement of any and all required permits or zoning approvals. Lessor shall cooperate with Lessee by providing any documentation necessary to assist Lessee in obtaining the necessary permits, change in use, zoning, or other approvals from the City of St. Cloud, Osceola County, and/or the State of Florida.

NOTICE: Notices under the Lease shall not be deemed valid unless given or served in writing and forwarded by hand delivery/Federal Express/US Mail, addressed as follows:

LESSOR:

ROBERT BEAUCHAMP
231 Wyoming Ave
St. Cloud FL 34769


LESSEE: Kapil Nanda
10151 Henbury St
Orlando, FL 32832

Either party may change such addresses from time to time, by providing notice as set-forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

The Lease Agreement includes the following Terms and Conditions:

TERMS AND CONDITIONS

1. **Build out.** Lessor will provide the following for Lessee, the exterior walls and glass, interior walls dividing Lessee from other tenant space and common areas, HVAC equipment and ducting, electrical panel, standard overhead fluorescent lighting, and the minimum interior electrical outlets required by the building code of the City of St. Cloud. Lessee is responsible for any and all other build out costs not specified above. Lessee understands that the City of St. Cloud may require plans of the tenant space to be presented for permitting at the City administration building and that such plans may be required a stamp by a Florida certified architect. Lessee further understands that it is responsible for any additional costs incurred by Lessor during construction requested of Lessor or his designated contractor, by or on behalf of Lessor.

2. **Purpose:** Said premises shall be used solely for the purpose set forth above and not for unlawful purposes.

3. **Maintenance of the Premises:** Lessee shall keep the interior of the premises, including all HVAC, plumbing, wiring piping, fixtures and appurtenances, together with the glass and windows and doors in as good order and repair as the same were at the commencement of this Lease, or better as improved by Lessee; ordinary wear and use and damage by fire or unavoidable casualty expected. Lessee shall not cause or permit any waste or injury to the Premises and shall keep the Premises free from any and all objectionable noises, odor, rubbish and debris inconsistent with the proper operation of Lessee's usual business therein. Lessor shall be responsible for the repairs/or replacement of structural walls, the roof, exterior walls, items or matter contained within the structural or partition walls, and all common areas, unless damage is the direct result of the negligence of Lessee and Lessee's guest or invites.

Lessee shall comply with and observe all statutes, ordinances, regulations, rules and orders of federal, state and city governments or any departments, bureaus or agencies thereof or any insurance or inspection or rating bureau in a anyway affecting the uses and maintenance of the Premises. Lessee shall continuously comply with the provisions of the Occupational Safety and Health Act of 1970 and the regulations there under as they may be amended or promulgated from time to time and any expenses resulting from such compliance, relating to the Premises, the use thereof or the conduct of Lessee's business therein, shall be borne by Lessee. Lessee shall forever hold and keep Lessor harmless and indemnified on account of any loss, cost, damage or liability resulting from the violation by Lessee of any such statute, ordinance, regulation, order, or decree or based in any way arising out of the use and occupancy of the Premises by Lessee.

Lessee shall not store any merchandise nor do or permit to be done any act or thing in the Premises, which may make void or voidable or increase the rate or premium of any insurance on the premises or the building against fire or any other casualty.

Lessee shall not make any alteration of the Premises without the prior written consent of Lessor and, if such consent be granted, any such alteration shall be in accordance with all applicable laws, rules and regulations.

Upon expiration or other termination of this Lease, Lessee shall remove from the Premises all goods and effects, signage, and peaceably and quietly surrender to Lessor the possession of the Premises and of all additions made to the same whether made in replacement, substitution, or in addition to the existing facilities, commercially cleaned and to good repair, order and condition in all respect, reasonable use wear and damage by fire or other casualty only excepted.

Lessee will not obstruct or permit to be obstructed the sidewalks, drives or commercial parking areas of the premises.

Lessee, at its expense, will make all repairs and improvements to the exterior of the Premises and parking areas necessitated by the negligence of Lessee, his employees, customers, and business invitees.

Lessor may place "For Rent" signs on the premises at any time during the last thirty (30) days of the initial or renewal term of the Lease.

4. Electricity and other Utilities: At the time of the commencement of the Lease term, Lessee shall transfer all utility services to its name, and Lessee shall remain responsible for any and all payments of water, sewage, electricity, and garbage removal.

5. Property Taxes and Insurance: Lessor and lessee agree to pay when due all taxes associated with the Premises as stated in the TAXES paragraph above. Lessee shall carry at its own expense comprehensive general public liability and property damage insurance with combined single limits of not less than \$1,000,000.00 with insurance companies authorized to do business in this state, with Lessor named as additional insured and with provisions prohibiting the modification or cancellation of such insurance without at least fifteen (15) days prior written notice to Lessor. Lessee shall deliver said policies or certificates thereof to Lessor not less than fifteen (15) days prior to the expiration of the policies of insurance. Lessee shall also maintain insurance covering all of Lessee's leasehold improvements, trade fixtures, merchandise and personal property from time to time in, on, or upon the Premises, and personal property of others in Lessee's possession, in an amount not less than the full replacement cost without deduction for depreciation from time to time during the term of the Lease, providing protection against any peril included within the classification of "Fire and Extended Coverage", together with the insurance against sprinkler damage (if applicable), vandalism, and malicious mischief. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease shall cease and terminate under the termination provisions contained herein.

The failure of Lessee of either to effect said insurance in the names herein called for or to pay the premiums therefor or to deliver said policies to Lessor shall permit Lessor to procure the insurance ("forced placed insurance") and pay the requisite premium therefore, which premiums shall be paid to Lessor with the next installment of rent. Failure to maintain the required insurance is a default under the terms of the Lease.

6. Fire and Casualty: In case the Premises or the building of which they are a part shall be destroyed or damaged by fire or other casualty, this lease may be terminated at the election of the Lessor or the Lessee, but if not so terminated and said Premises are rendered unfit for habitation on account of fire or casualty, the rent herein before reserved or a just and proportionate part thereof according to the nature and extent of the Premises sustained, shall be abated until said Premises have been put in habitable condition by Lessor. Otherwise, this Lease shall continue in force and effect under its terms.

7. Property Loss or Damage: All supplies, furniture, equipment and property of any kind, nature and description belonging to Lessee or any person claiming by, through or under them which may be in or about the Premises during the continuance of this Lease or any extension or renewal thereof is to be at the full risk and hazard of Lessee. If the whole or any part thereof shall be destroyed or damaged by fire, water or in any way or manner, no part of said loss or damage is to be charged to or borne by Lessor in any case whatsoever.

8. **Indemnity.** Lessee agrees to indemnify, hold harmless, and defend Lessor from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Lessor may suffer or incur in connection with Lessee's possession, use or misuse of the premises, except Lessors' act or negligence.

9. **Condemnation.** If the whole or any part of the demised premises or any interest herein shall be taken or condemned by any authority, the term of the Lease shall cease and terminate on the date when the possession of the part or interest so taken shall be required for such use or purpose or on the date of such taking or condemnation. Lessee shall furnish its own business owners policy and Lessee shall not participate in any award paid Lessor by a condemning authority.

10. **Subordination.** This Lease is subject and subordinate to all mortgages, which may now or hereafter affect the real property of which the premises form a part and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument or subordination shall be required of any mortgagee. In confirmation of such subordination, Lessee shall execute promptly any certificate that Lessor may request.

11. **Representation by Lessor.** No representations or promises with respect to the Premises or the building of which the same are a part except as expressly set forth herein have been made by Lessor and Lessee agrees that it has examined the Premises and takes the same in its present condition and the state of repair. The taking of possession of the Premises by Lessee shall be conclusive evidence that the Premises and the building and grounds were in satisfactory condition at the time such possession was so taken.

12. **Defaults of Lessee and Remedies of Lessor.** In case of failure on the part of Lessee to (a) pay the rent and all other charges herein provided as the same come due, no demand being required for same; or (b) in case Lessee shall neglect or fail to perform or observe any of the other covenants, terms or conditions imposed upon Lessee by this Lease and fail to remedy and/or remove the breach within ten (10) days of receipt of notice thereof from Lessor; or (c) in the event Lessee filed or there is filed against Lessee a petition under the Bankruptcy Act, then and in any of the above cases it shall be lawful for Lessor at any time thereafter at his option, to enter into and upon the premises or any part thereof and repossess the same and expel Lessee and to exercise each and every right and remedy provided to Lessor under the provision of Chapter 83, Florida Statutes, as amended from time to time to:

- (I) Terminate the Lease, resume possession of the property for his account and recover immediately from the Lessee the remainder of the rent provided for in this Lease for the remainder of the lease term, together with any other damages as occasioned by or resulting from the abandonment or a breach of default in payment of rent: or
- (II) Resume possession and re-lease or rent the leased premises for the remainder of the lease term for the account of the Lessee and recover from Lessee at the end of the lease term or at any time each payment of rent comes due under this lease, the

difference between the rent provided for in this lease and the rent received on the re-leasing or re-renting together with all the costs and expenses of the Lessor in connection with the re-leasing or re-renting and collection of rent and the cost of all repairs or renovations reasonable necessary in connection with the re-renting or re-leasing; if this option is exercised, the Lessor, shall in addition be entitled to recover from Lessee immediately any other damages occasioned by or resulting from the abandonment or a breach or default other than a default in payment of rent.

- (III) The remedies provided for above shall not be exclusive and in addition thereto Lessor may pursue such other remedies as are provided by law in the event of any breach, default or abandonment by Lessee. In all events and notwithstanding which options be exercised or remedy pursued, Lessee agrees to pay and the Lessor shall be entitled to recover all costs and expenses incurred by Lessor, including a reasonable attorney's fees, in connection with collection or rental or damages or enforcing other rights of the Lessor in the event of any breach, default or abandonment by Lessee. Lessee hereby expressly waives any and all rights of redemption, if any, granted by or under any present or future laws in the event Lessor shall obtain possession of the premises by virtue of the provision of this Lease or otherwise.

13. **Access to Premises.** Lessor, his servants and agents, shall have the right to enter upon the premises or any part thereof without charges, at all reasonable times and with reasonable notice, to inspect the same, to show the premises to prospective purchasers or tenants or to make or facilitate any repairs or alterations to the premises or the building in which the same are a part.

14. **Damage by Lessee.** Notwithstanding any of the terms or conditions contained herein, it is agreed between Lessor and Lessee that Lessee shall be responsible for any and all damages, repairs and/or maintenance required due to the negligence or willful misconduct of Lessee, its employees, agents, guests or invitees.

15. **Permits.** Lessee is responsible for all occupational permits necessary to conduct Lessee's business.

16. **Cumulative Rights.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

17. **Dangerous Materials.** Lessee shall not keep or have on the premises any article or things of a dangerous, flammable, or explosive character that might substantially increase the danger of a fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Lessor is obtained and proof of adequate insurance protection is provided by Lessee to Lessor.

18. **Mechanics Liens.** Neither the Lessee nor anyone claiming through the Lessee shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing and recording of this Lease constitutes notice that such liens are invalid. Further, Lessee agrees to

(1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid; and (2) take whatever additional steps that are necessary in order to keep the Premises free of all liens resulting from construction done by or for the Lessee.

19. **Contingency Clause.** Lessee and Lessor understand and agree that Lessee's interest in the Premises is contingent upon Lessee obtaining approvals from the City of St. Cloud as set forth herein. If Lessee is unable to procure the necessary change in use and permits from the City of St. Cloud within one hundred and eighty (180) days of the date of execution of the Lease, then either party shall have the right to declare the Lease void by delivering written notice as set forth above in the Notice provision section of the Lease. Nothing contained within this contingency clause shall effect the Commencement Date of the Lease or the rent obligations associated therewith. In the event either party exercises their right under this provision; Lessor shall retain the security deposit and any rents paid as liquidated damages.

20. **Radon Gas.** Pursuant to Section 404.056, Florida Statutes, the following notice is given:

Radon Gas. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to person who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your county public health unit.

21. **Governing Law.** This Lease shall be construed in accordance with the laws of the State of Florida.

22. **Entire agreement/Amendment.** This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. The Lease may be modified or amended in writing if the party obligated under the amendment signs in writing.

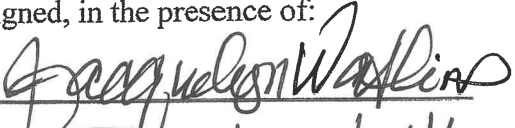
23. **Severability.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable but that by limiting such provisions, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

24. **Waiver.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

25. **Binding Effect.** The provisions of this Lease shall be binding upon and insure the benefit of the parties and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the date set forth above.

Signed, in the presence of:

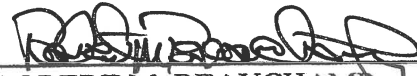


Jacquelyn Watkins
Printed Name



Risha Raja
Printed Name

LESSOR:



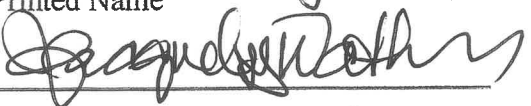
ROBERT M. BEAUCHAMP

LESSEE:

Signed, in the presence of:



Risha Raja
Printed Name



Jacquelyn Watkins
Printed Name

Cloud Care LLC



By: Kapil Nanda
as its: CEO

GUARANTY

WHEREAS, Robert M Beauchamp, as Landlord/Lessor, and KAPIL NANDA as Tenant/Lessee, negotiated a Lease dated 10-24-2005 for certain Premises located at 1222 & 1224 10th Street, St. Cloud, Florida 34769; (this Guaranty Agreement being attached to said Lease which is executed contemporaneously herewithin); and

WHEREAS, undersigned, as Guarantor, requested Landlord execute and deliver said Lease on the condition that the undersigned executes this Agreement as Guarantor; and

WHEREAS, undersigned agreed to execute this Guaranty in order to induce Landlord to execute and deliver the aforesaid Lease; and

WHEREAS, Landlord would not execute and deliver the Lease without the execution and delivery of this Guaranty.

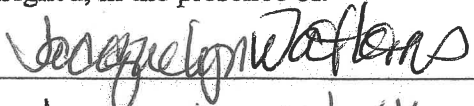
NOW THEREFORE, in consideration of the execution and delivery of the aforesaid Lease by Landlord, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Guarantor, it is agreed as follows:

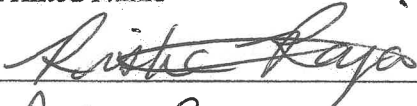
1. Undersigned does hereby unconditionally guarantee to Landlord the due and punctual payment of all rent (as defined in the Lease) payable under said Lease, and each and every installment thereof, as well as the full and prompt and complete performance by Tenant of all and singular the covenants, conditions and provisions of the Lease contained on the part of Tenant therein to be kept, observed and performed, for the full term of said Lease and any extensions thereof, with no less force and effect then if the undersigned were named as tenant in said Lease, and the undersigned jointly and severally will forthwith on demand pay all amounts at any time in arrears, and will make good on any and all defaults occurring during said Lease Term and any extensions thereof.
2. This Guaranty shall be irrevocable, absolute, continuing and unlimited and Landlord shall not be required to take any proceeding against Tenant or give any notice to the undersigned before Landlord has the right to demand payment or performance by the undersigned upon default by Tenant. This Guaranty and the liability of the undersigned hereunder shall in no way be impaired or affected by any assignment which may be made of said Lease, or any subletting thereunder, or by extension(s) of the payment of any rental or other sums provided to be paid by Tenant, or by any forbearance or delay in enforcing any of the terms, conditions, covenants or provisions of the Lease or by any amendment, modification or revision of the Lease.
3. No action or proceeding brought or instituted under this Guaranty against the undersigned, and no recovery had in pursuance thereof, shall be any bar or defense to any further action or proceeding which may be brought under this Guaranty by reason of any further default or defaults of Tenant.

4. The liability of the undersigned shall not be deemed to be waived, released, discharged, impaired or affected by reason of the release or discharge of the Tenant in any creditor, receivership, bankruptcy (including Chapter VII or Chapter XI bankruptcy proceedings or other reorganization proceedings under the Bankruptcy Act) or other proceeding, or the rejection or disaffirmance of the Lease in any such proceeding.
5. There will be no modification of the provisions of this Guaranty unless the same is in writing and signed by the undersigned and Landlord.
6. All of the terms, agreements and conditions of this Guaranty shall be joint and several with the Tenant and any other guarantors, and shall extend to and be binding upon the undersigned, their heirs, executors, administrators, and assigns, and shall inure to the benefit of Landlord, its successors and assigns, and to any future owner of the fee of the Premises referred to in the Lease, and to any mortgagee of any interest of Landlord in the Premises.

IN WITNESS WHEREOF, the undersigned have hereunto set their signatures and seals on this 24th day of October 2025.

Signed, in the presence of:


Jacquelyn Watkins
Printed Name


Rishi Raja
Printed Name

GUARANTOR:


Kapil Nanda CEO

I Robert Beauchamp (Lessor) of the property located at 1222 & 1224 10th street will replace the AC unit or units should either NOT be repairable due to unavailable parts, age or excessive cost. The maintenance and service of the AC units are still the responsibility of Cloud Care LLC (Lessee).

This agreement is for the term of the lease which is one year starting Nov. 1st 2025.

Robert Beauchamp (Lessor)  date 10/24/2025

Cloud Care LLC (lessee)  date 10/24/2025

Witness  date 10/24/2025

THE ST. CLOUD NEWS

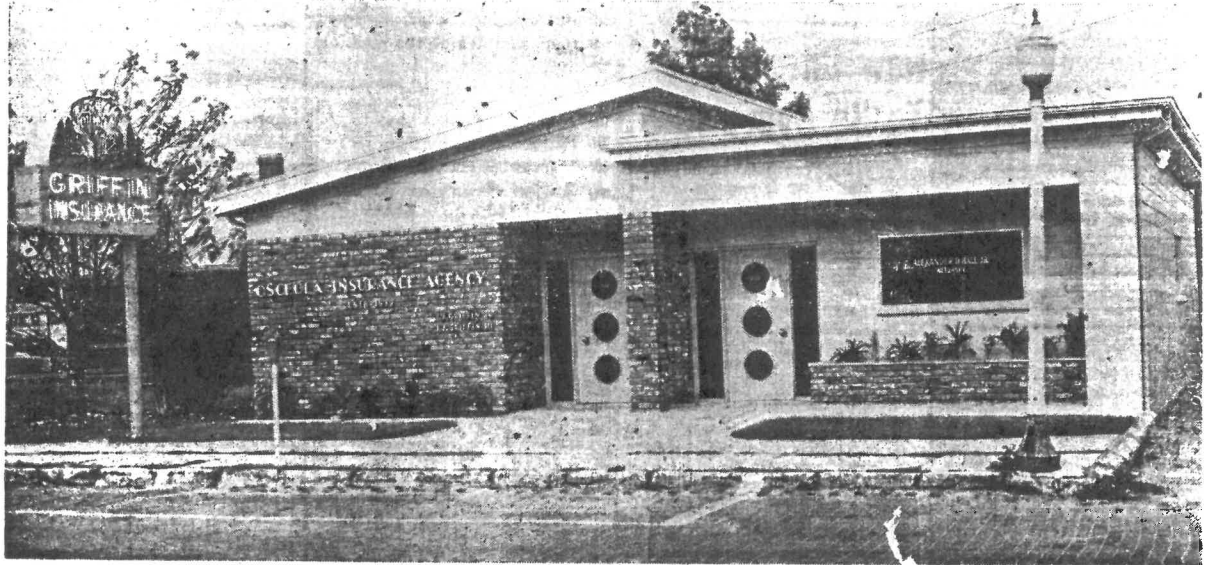
THE FRIENDLY SOLDIER CITY—IN THE HEART OF FLORIDA

VOLUME XXII

St. Cloud, Florida, Friday, January 6, 1956

NUMBER 18

Business Men Complete New Modern Two-Unit Office Bld



The Grand Opening of the new building recently completed for the offices of J. J. Griffin, Jr. and Son of the Osceola Insurance Agency, and Alexander D. Hall, Jr., local attorney, will be held Saturday Jan. 7.

All friends of the three business men are being invited to come in and inspect the new offices.

The masonry building with a 40 ft. front on Tenth St. between the Chamber of Commerce and Pain's Shoe Store, is modern in every respect. It was designed by H. G. Beckwith, noted architect, and Clarence Bunday was general contractor.

A variegated stone walk leads up to each office door of the building, which is set back ten feet from the sidewalk.

Interesting features are the air-conditioning-heating unit and the acoustical tile ceiling for subdued sound. The Griffins' unit consists of two private offices, work room and reception room. Attorney Hall's has a private office, library and reception room.

The panel walls are of Dutch cedar and trimmed in tones of soft coloring. Tropical plants and a Florida mural enhance the beauty of the reception rooms.

J. J. Griffin, Jr., the son of the late Joe Griffin of the pioneer Osceola County family, began his business career in St. Cloud in the office of the late John J. Johnston and Leroy Vandenberg in September, 1935. Through the years his business has grown until today it is the largest insurance

agency in Osceola County.

He has served two terms in the Florida Legislature, is a director of the Citizens State Bank and the First Federal Savings and Loan



ALEXANDER D. HALL Jr.
... Attorney-City Judge

Assn. in Kissimmee. He is a member of the Lions Club and for several years, has been treasurer of the Chamber of Commerce.

During World War II years, he was chairman of the Rationing Board here. His wife, the former Gail Kinney of Daytona Beach, is active in civic, church and club affairs.

During the past year the senior Griffin formed a partnership with his son J. J. Griffin 3rd, upon his

return from Tallahassee where he attended Florida State University, majoring in business administration and insurance. The younger Griffin is a member of the Kiwan-



J. J. GRIFFIN Jr.
... Insurance

Club, and is married to the former Diane Jones of Orlando. Mrs. Griffin is taking her place among the younger matrons in St. Cloud club and social circles. She is at present employed in the Citizens State Bank as a teller.

Alexander D. Hall, Jr. came to St. Cloud and took over the law practice of the late Jay B. Johnston in February, 1953. Originally from Lexington, Ky., he graduated from the University of Ken-

tucky with a Bachelor of I degree in 1948. After passing Florida Bar examination in 1949 he practiced law in Orlando with the firm of Sanders and McE-



J. J. GRIFFIN 3rd
... Junior Partner

before coming to St. Cloud. He was appointed to the Small Claims Court of Osceola County by the late Gov. Dan McCarver, which position he held for some time. He is at present City Judge of St. Cloud.

His wife, the former Maybelle Connolly of Warsaw, Ky., active in church and club affairs and was recently regent of the Joshua Stevens Chapter DA. They have two children, Nancy, 5, and Beth, 3.



Meeting: July 16, 2026

Agenda Item Type: Council Action Resolution
No. 2026-096R Agreement With Boys & Girls
Clubs of Central Florida

City Manager Agenda Item:

Resolution 2026-096R, a resolution of the City Council of the City of St. Cloud, Florida, approving the Facility Use and License Agreement between the City of St. Cloud and Boys & Girls Clubs of Central Florida, Inc.; providing for conflicts; providing for severability; and providing an effective date.

Strategic Key Focus Areas:

High-Performing Government

Background Information:

Once known as “The Field,” Hopkins Park provided an open space where neighborhood children played and families came together. In 1976, the East St. Cloud–Narcoossee Civic Club, led by Reverend Robert Hopkins, acquired the property from Osceola County to preserve it as a public park. Under Hopkins’s leadership, the park became a lasting symbol of community pride and neighborhood cooperation. Rooted in an area historically home to many African American families, Hopkins Park has hosted weddings, festivals, youth sports, and cultural celebrations for decades. In the 1980s, residents and volunteers organized clean-ups and youth programs to protect the park, and the City of St. Cloud later assumed ownership to ensure its continued public use. The City is currently underway with a major renovation of Hopkins Park that includes a new 17,000 square foot community center. The cost for the city to operate the Community Center is approximately \$300,000/year.

The mission of the Boys & Girls Clubs of Central Florida is to inspire and enable all young people, especially those in the most need, to realize their full potential as productive, responsible, and caring adults, and have been successfully operating the St. Cloud Boys and Girls Club branch. This Agreement allows for the Boys & Girls Clubs to operate the new community center upon its completion while the City will continue to operate and oversee all other areas of the park. The Boys & Girls Club is uniquely positioned to provide programs and services above the level of what the city can provide.

The Boys & Girls Clubs of Central Florida serves more than 15,500 youth and teens (ages 6–18) across 39 Clubs in Orange, Seminole, Osceola, Lake, and Brevard counties. They focus on six key areas proven to help young people succeed:

- Education & Career Development
- Character & Leadership Development
- Sports, Fitness & Recreation
- Health & Life Skills
- The Arts
- Mental Health

Academic Success:

100% of high school seniors graduated with plans for the future.

97% were promoted to the next grade level.

96% achieved 2.0 GPA or better; 71% achieved a 3.0 GPA or better; 23% achieved a 4.0 GPA.

99% have missed fewer than five days of school — a critical indicator amid Central Florida's chronic absenteeism challenge.

98% are on track/grade level; 57% are on an accelerated track at school.

80% are earning all As and Bs.

95% of youth surveyed are certain they will attend college.

Health & Wellness:

98% of teens abstained from drinking and smoking.

97% abstained from sexual activity.

82% exercise three or more times per week

95% reported feeling emotionally safe at the Club.

Localized Impact

The Boys & Girls Clubs of Central Florida already serves approximately 1,000 children and teens across Osceola County and have served the St. Cloud community for years through their existing Club. Sports and recreation are among the most popular offerings at their existing St. Cloud Club, helping young people build confidence, teamwork and healthy habits while staying active. Club members also enjoy participating in evidence-based social-emotional learning programs that help them develop resilience, strengthen decision-making skills and build positive relationships. Through initiatives focused on substance misuse prevention, including opioid prevention education, youth gain the knowledge and life skills needed to make healthy choices and navigate real-world challenges. The Boys & Girls Club is built around positive relationships with caring adult mentors who help young people discover their strengths, overcome obstacles and prepare for bright futures.

The Agreement is for the operation of the community center for a period of fifty (50) years. The park and community garden will remain open to the general public. The agreement also specifies that the city shall install and maintain a historic display within the building and that any naming of the building shall include "Hopkins Park" to recognize the location's historic and cultural significance.

Legal Authority:

City of St. Cloud Code of Ordinances, Part I - Charter and Related Laws, Subpart A - Charter, Article II, Powers of City, specifically Section 2.04, General Powers.

Budget and Recommendation:

Staff recommends APPROVAL of Resolution 2026-096R approving the Facility Use and License Agreement between the City of St. Cloud and the Boys & Girls Clubs of Central Florida.

Finance Director's Comments:

N/A

Procurement Director's Comments:

N/A

City Manager's Comments:

City Manager recommends approval

City Council Action:

7/16/2026 Final Action

Attachments:

1. 2026-096R Resolution Boys and Girls Club
2. Boys Girls Club License Agmt (003) (007) 7_1_26

RESOLUTION NO. 2026-096R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, APPROVING THE FACILITY USE AND LICENSE AGREEMENT BETWEEN THE CITY OF ST. CLOUD AND BOYS & GIRLS CLUBS OF CENTRAL FLORIDA, INC.; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 1976 the East St. Cloud–Narcoossee Civic Club acquired the property located at 620 East 17th Street from Osceola County to preserve it as a dedicated recreational site; and

WHEREAS, under the leadership of Reverend Robert Hopkins, the space was transformed into a true community park, later renamed in his honor; and

WHEREAS, The City of St. Cloud formally acknowledged Hopkins Park’s importance by assuming ownership in 1988 and again in 2011; and

WHEREAS, the City is the owner of the Hopkins Park Building; and

WHEREAS, The Boys & Girls Club of Central Florida’s mission is to inspire and enable all young people, especially those who need us most, to realize their full potential as productive, responsible, and caring adults; and

WHEREAS, The Boys & Girls Club of Central Florida wishes to utilize the Hopkins Park Building to provide recreational, educational and cultural support programs to the St. Cloud community; and

NOW, THEREFORE, 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, Florida, hereby approves the Facility Use and License Agreement with Boys & Girls Club of Central Florida more particularly described in the Agreement attached hereto and incorporated herein.

SECTION II. The City Manager is authorized and directed to execute the Agreement as set forth in Exhibit “A” and the City Manager is authorized to take any and all action necessary and consistent with this Resolution. The City Manager is further specifically authorized to withhold the formal written agreement and completion of the transaction 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 III. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City of St. Cloud this 16th day of July 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

Daniel Mantzaris, City Attorney

FACILITY USE AND LICENSE AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 2026 by and between the City of St. Cloud, hereinafter referred to as “City,” and Boys & Girls Clubs of Central Florida, Inc.. a Florida non-profit corporation, hereinafter referred to as “Licensee,” whose address is _____.

WITNESSETH:

WHEREAS, the City is the owner of a certain public facility located in St. Cloud, Florida, commonly known as the Hopkins Park Building as more particularly described in Exhibit “A” Attached hereto and incorporated herein and hereinafter referred to as the “Building”; and

WHEREAS, Licensee desires to utilize the Building the purposes hereinafter set forth; and

WHEREAS, the City, pursuant to its municipal authority as set forth in Chapter 166, Florida Statutes, may provide the general public with playgrounds, recreation areas, and other recreational and cultural facilities, programs and support for recreational programs, including such programs as Licensee desires to promote.

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **Term and Termination.** The term of this Agreement shall commence on _____, 2026 and terminate on _____, 2076. The Agreement may be renewed thereafter based on the mutual agreement of the parties after considering and reviewing Licensee’s activities, programs and attendance statistics.

Either party may terminate this Agreement for cause at any time upon written notice to the other party. "For cause" shall include: (a) a breach of this Agreement; (b) sale of the Building; (c) a change in the use of the Building; and (d) bankruptcy or insolvency of either party.

Additionally, either party, may, upon one-hundred eighty (180) days written notice to the other Party, terminate the Agreement for any reason. Upon termination of the Agreement for any reason, the Licensee shall, as of the effective date of the termination, cancel or terminate all activities occurring or to occur on the Building and remove all personal property of Licensee.

2. Use of Property. The City agrees to permit Licensee to utilize the Building for the purpose of providing youth recreation and educational programs subject to the terms and conditions set forth herein and as more particularly described in Exhibit "B" attached hereto and incorporated herein.

3. Non-profit Status and Assignment. This Agreement is specifically conditioned upon Licensee continuing to run its program in such a manner that Licensees activities are open to all eligible youth who wish to participate, regardless of ability, sex, religion or race. The Licensee must operate as a 501 (c)(3) non-profit corporation under the laws set forth for incorporation by the State of Florida. A certificate of incorporation and copy of the Licensee's by-laws must be supplied to the City. In the event that Licensee changes this policy or loses its 501(c)(3) status this Agreement may be terminated by the City.

This Agreement may not be assigned or transferred in any manner by Licensee. Any such assignment or transfer is expressly prohibited. Any previously existing oral or written

agreements between the parties shall be terminated as of the date of this Agreement and shall be deemed hereafter null and void and of no further force and effect whatsoever.

4. **Certification & Volunteer Screening.** Each staff member, manager, coach, and supervisor of Licensee is encouraged to be certified in Cardiopulmonary Resuscitation and First Aid. As a condition precedent to Licensee's rights hereunder, Licensee shall obtain at its expense and maintain fingerprint background screenings reports on every employee or volunteer who will have direct access to children. The reports shall be obtained through the Florida Department of Law enforcement and shall be no older than one (1) year. Copies of the reports shall be provided to the City upon City's request. Licensee shall prohibit any employee or volunteer in the Building or to participate in Licensee's activities if said employee or volunteer has at any time pled no contest to, participated in pre-trial diversion or other alternative sentencing or been convicted of a crime constituting a felony under the laws of the State of Florida or any comparable law of another state. Licensee shall provide an affidavit, in a form acceptable to City and executed by the Licensee's president verifying that the above background screening was completed for all employees and volunteers who may have direct access to children. The Licensee must submit the affidavit within three days of the effective date hereof.

5. **Indemnification.** Licensee shall defend, indemnify and hold harmless the City from and against all claims, damages, lawsuits, liabilities, losses and expenses, including reasonable attorney's fees and costs, arising out of or resulting from the Licensee's use of the Building. Such indemnification shall include all claims of Licensee's guests and participants. Nothing herein shall be construed or act as a waiver of any sovereign immunity that City may enjoy.

In accordance with the above, Licensee expressly agrees and acknowledges that it will require each participant, if of legal age, or each participant's parent and/or legal guardian, execute a hold harmless, waiver and release of potential claims against the City. The release shall be in a format as approved by the City in advance.

6. Insurance. Licensee, at its own cost and expense, shall keep in force during the term of this Agreement minimum insurance coverage, as set forth in Exhibit "B" attached hereto and incorporated herein.

All such insurance shall be evidenced by a Certificate of Insurance which must be submitted to, and approved by, the City prior to any use by Licensee of the Building under this Agreement. The City shall be named as an additional insured on the insurance policy, which shall be noted on the Certificate of Insurance and the City shall be provided with a thirty (30) day, prior written notice in the event of cancellation, non-renewal or adverse change to such policies. Failure to comply with any insurance requirement shall cause immediate cancellation of this Agreement. Nothing herein shall be construed or act as a waiver of any sovereign immunity that City may enjoy.

All Licensee personal property housed or placed in the Building shall be at the sole risk of Licensee. The City shall not be liable, in any manner, for any loss or damage to any of the Licensee's or participants' personal property whatsoever.

7. Communication. Licensee shall advise City in advance of the name and contact information for Licensee's designee for communication purposes between the City and the Licensee. All communication by the Licensee with the City must be made through the Licensee's designee. Communication, information or requests for service by Licensee must be made to the Parks and Recreation Supervisor or his/her designee.

8. **Maintenance of Records; Audit.** For a period ending three (3) years after the expiration or termination of this agreement, Licensee shall make all public records relating to this Agreement available for inspection and copying by the City or any agent designated by the City. Notwithstanding anything to the contrary stated above, Licensee recognizes that certain documents that it may maintain in accordance with the use of the Building and this Agreement may be Public Records under the law of the State of Florida and, therefore, Licensee agrees that it shall comply with all applicable terms of said law to the greatest extent possible. The City shall be responsible for the maintenance of the grounds outside of the footprint of the Building.

9. **Inspection Rights and General Right of Entry by City.** The City shall have the unrestricted right at all times to enter on the premises used by Licensee to inspect the premises to ensure Licensee's compliance with the terms and conditions contained herein. This right shall include, but not be limited to, the right to enter into any event or recreation program.

10. **Maintenance and Utilities.** The Licensee will maintain the Building including but not limited to exterior, interior, mechanical, electrical, plumbing in accordance with the City's routine maintenance policies and plans. Notwithstanding the foregoing, Licensee, at its expense, shall be responsible for regular cleaning and refuse removal of the Building. Licensee shall be responsible to obtain and pay for all utilities and additional services, including but not limited to electricity, water, sewer, pest control, garbage disposal, telephone and internet service. In the event that the City maintains the account for any of the foregoing, Licensee agrees to pay the amount of any invoices for said service upon fifteen (15) days of the date the invoice is received from City. City staff and the Licensee

shall a minimum of two times per year jointly inspect the Building to ensure appropriate maintenance thereof.

11. **City's Right to Usage.** The City retains the right to use the Building subject to availability and scheduling with the Licensee at no charge. All City employees or contractors shall display their credentials while in the Building and all City visitors shall sign- in while visiting any space being utilized by Licensee.

12. **Facility Usage Fees and Obligations.** For the rights granted hereunder, Licensee shall pay to the City the sum of one-dollar (\$1.00) pr year and shall operate all programs and activities within the Building at no cost to the City.

13. **Enforcement of Use Policies.** All persons entering Building or participating in any program or activity of Licensee are subject to the policies set forth by the City. The Licensee is charged with the enforcement of those policies by the participants in Licensee's programs and events. Uniformed law officers may be called upon to enforce applicable polices and laws. The City may ban any program participant or event attendee from admission to the Building or the City's property for such length of time as the City may deem necessary.

14. **Safety Requirements.** Licensee will take all reasonable precautions for the safety of, and will provide reasonable protection to prevent damage, injury or loss to all persons participating in Licensee's programs and activities and to the Building or other City property. Licensee will be responsible for completing a pre-program/activity safety check. Any unsafe condition/deficiency should be reported immediately to City prior to the start of use. Commencement of use by Licensee constitutes agreement as to the safety of Building or City property conditions. Licensee shall report all safety concerns to the City

immediately.

Licensee will comply with all applicable safety laws, ordinances, rules, regulations, standards and lawful orders of any public authority bearing on the safety of persons or property, and protection of such from damage, injury or loss. Licensee will act to prevent threatened damage, injury or loss in an emergency affecting the safety of persons or property.

The City, at any time, may cancel, postpone, or delay any use, program or event due to inclement weather or any other factors which might impair the safety of the participants or cause damage to the Building. The City will advise the Licensee, as soon as reasonably possible, in the event of cancellation.

15. License Only. This Facility Agreement is a license for temporary use only and creates no possession or ownership interest in the Licensee of the Building. The term “Licensee” is used in this document merely for descriptive convenience and in no way creates or implies any possessory interest whatsoever.

16. Signs/Banners. All signs and banners to be used by Licensee shall be approved in advance by City and installed, erected or hung in accordance with the City’s specifications and code requirements. Any unapproved signage may be immediately removed by the City.

17. Concessions. Licensee may not operate a concession facility of any kind without prior written approval from the City.

18. Improvements. Licensee shall not make any alterations or improvements to the Building, or any City property, without prior written approval from the City.

19. **Destruction of Building or Park Premises.** The Parties covenant and agree that in the event the Building and/or the adjacent park premises shall be wholly or partially damaged by fire, windstorm, tornado, flood, deterioration, neglect or by similar causes, the City may elect, within twenty (20) days after such damage, to terminate this License, by giving written notice to Licensee. In such event, both parties shall be released of and from further obligations under the terms hereof.

20. **Amendments.** This Agreement may be amended only through a written document executed by both parties.

21. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party. Failure to comply with this provision may result in immediate termination of this Agreement.

22. **Notice.** All notices required to be given under this agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

As to the City: 1300 Ninth Street
St. Cloud, FL 34769
Attn.: City Manager

As to the Licensee: Boys & Clubs of Central Florida, Inc.

23. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action hereunder shall be exclusively in Osceola County, Florida.

24. **Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this

Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

25. Entire Agreement. This Agreement contains the entire agreement between the parties. No promises, representations, warranties or covenants not included herein has been or shall be relied upon by either party. Any modifications, additions, or amendments hereto must be in writing and signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____ 2026.

“CITY OF ST. CLOUD ”

BY: _____
Veronica Miller
City Manager

DATE: _____

ATTEST: Boys & Girls Club of _____

TITLE: _____, President

DATE: _____ DATE: _____

Exhibit “A”

Hopkins Park Building



Exhibit “B”

Description of Uses

1. Boys & Girls Club shall be responsible for all furniture, fixtures and equipment contained within the building.

2. Licensee shall operate all programs and activities within the building. The programs shall be intended and designed to benefit the youth and adult participants and the St. Cloud Community as a whole and shall at all times be consistent with the mission of the Boys & Girls Club.
3. Licensee shall meet no less than once per month with City's designated Parks and Recreation Department staff
4. Licensee may use the park facilities outside of the Building at no charge subject to availability and prior scheduling with City through the Parks and Recreation Department. Provided, however, City reserves the right to charge a facility rental fee for any portion of the park facilities normally subject to a fee for use by the public.
5. The City shall maintain a link to Boys & Girls Club on the City's website.
6. Any special events occurring outside of the Building require review through the City's Special Events Application process. All permit fees shall be waived, provided however, Licensee shall pay for any additional services that may be required as determined through the special event approval process.
7. The City Manager may but is not required to, approve operational changes or revisions to the License agreement and its Exhibit "B" provided the changes or revisions are consistent with the general intent of this Agreement.
8. The City shall install and maintain a historic display within the Building.
9. Any naming of the building by the Boys & Girls Club shall include, "Hopkins Park" to recognize the location's historic and cultural significance.
10. The exterior restrooms shall be open and available to the public during park hours. The City shall install timed locks on these doors.



Meeting: July 16, 2026

Agenda Item Type: Council Action Resolution
No. 2026-102R - 1401 New York Avenue

City Manager Agenda Item:

Resolution No. 2026-102R, a resolution of the City Council of the City of St. Cloud, Florida, approving the agreement for the purchase of approximately 0.241 acres of certain real property including a 3,640 square foot building located at 1401 New York Avenue in St. Cloud and required for the expansion of parks and recreation needs for the purchase price of \$700,000 from William Michael Young; authorizing the Mayor to sign the purchase and sale agreement and authorizing the City Manager to perform all acts necessary and appropriate to close on the property as provided herein.

COST: \$700,000 in Parks and Recreation Impact Fees plus all associated closing costs.

Strategic Key Focus Areas:

High-Performing Government

Background Information:

This item was discussed by the City Council at the July 3rd City Council workshop. This improved land is to be secured for park upgrades and paid for with Parks and Recreation Impact fees. This improved property became available and staff is recommending we instead purchase this property. Both the City and the Seller are in agreement. The multi-unit property currently has tenants with leases that expire between December 31, 2026, and April 30, 2027.

Legal Authority:

City Charter 2.01 and 2.04

Budget and Recommendation:

Finance Director's Comments:

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

Procurement Director's Comments:

City Manager's Comments:

City Council Action:

Attachments:

1. Resolution 2026-102R Purch of 1404 New York
2. 1401 New York As Is Residential Contract For Sale and Purchase

RESOLUTION NO. 2026-102R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, APPROVING THE AGREEMENT FOR THE PURCHASE OF APPROXIMATELY 0.241 ACRES OF CERTAIN REAL PROPERTY INCLUDING AN 3,640 SQUARE FOOT BUILDING LOCATED AT 1401 NEW YORK AVENUE IN ST. CLOUD FOR THE PURCHASE PRICE OF \$700,000 FROM WILLIAM MICHAEL YOUNG; AUTHORIZING THE MAYOR TO SIGN THE PURCHASE AND SALE AGREEMENT AND AUTHORIZING THE CITY MANAGER TO PERFORM ALL ACTS NECESSARY AND APPROPRIATE TO CLOSE ON THE PROPERTY AS PROVIDED HEREIN.

WHEREAS, the Purchase of the property located at 1401 New York Avenue, St. Cloud to be used for public use purposes and in lieu of the City using its eminent domain authority to acquire the property and is 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 City Council of the City of St. Cloud, Florida does hereby approve and authorizes the Mayor to enter into the contract attached hereto and incorporated herein as Exhibit "A" for the purchase of 0.241 +/- acres of real property including an 3,640 square foot building located at 1401 New York Avenue from William Michael Young for \$700,000. The City Council further authorizes the City Manager to perform all acts necessary and appropriate to close on the property, including, but not limited to, executing any and all documents at closing.

Section II. The City Manager is specifically authorized to withhold the formal written agreement and completion of the transaction 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 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 16th day of July 2026.

CITY OF ST. CLOUD

Christian B. Robertson, Mayor

ATTEST:

Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED:

Daniel F. Mantzaris, City Attorney
de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP.

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



PARTIES: William Michael Young ("Seller"),
and CITY OF ST. CLOUD, FL. CIO; DAN MANTZARIS, ATTY. ("Buyer"),

agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. **PROPERTY DESCRIPTION:** 1401 NEW YORK AVE., ST. CLOUD, FL. 34769
- (a) Street address, city, zip: 1401 NEW YORK AVE., ST. CLOUD, FL. 34769
- (b) Located in: OSCEOLA County, Florida. Property Tax ID #: 01-26-30-0001-0278-0220
- (c) Real Property: The legal description is ST. CLOUD (OSCEOLA) FLORIDA, PB B, PG 34, BLOCK 278, LOTS 22 thru 24 INCLUSIVE AS REC. IN THE PUBLIC REC. OF OSCEOLA CO. (75X140' LOT SIZE W/L) together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.
- (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox keys, and storm shutters/storm protection items and hardware ("Personal Property").
- Other Personal Property items included in this purchase are: _____

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

- (e) The following items are excluded from the purchase: ALL OF THE ABOVE EXCEPT REFRIGERATOR, RANGE, WINDOW A/C UNIT & BLINDS IN EACH UNIT (SMOKE DETECTORS)

PURCHASE PRICE AND CLOSING

2. **PURCHASE PRICE** (U.S. currency): 700,000.00 735,000.00

- (a) Initial deposit to be held in escrow in the amount of (checks subject to Collection) \$ _____

The initial deposit made payable and delivered to "Escrow Agent" named below

(CHECK ONE): (i) ☐ accompanies offer or (ii) ☐ is to be made within _____ (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.

Escrow Agent Name: _____

Address: _____

Phone: _____

Email: _____

Fax: _____

- (b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10) days after Effective Date \$ _____

(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

- (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 \$ _____

- (d) Other: \$ _____

- (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other Collected funds (See STANDARD S) \$ 735,000.00

3. **TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:** 700,000.00

- (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before July 11, 2026, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

- (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initiated and delivered this offer or final counter-offer ("Effective Date").

4. **CLOSING; CLOSING DATE:** The closing of this transaction shall occur when all funds required for closing are received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

this Contract, the Closing shall occur on *ON or before AUG. 24, 2026 ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

- (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.
- (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

- (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-CLOSING OCCUPANCY BY BUYER.
- (b) ☒ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

- 7. ASSIGNABILITY: (CHECK ONE):** Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☒ may not assign this Contract. IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

FINANCING

8. FINANCING:

- ☒ (a) This is a cash transaction with no financing contingency.
- ☐ (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan Approval Period"): (1) Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other _____ (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

(i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval unless Rider V is attached.

Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

(ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see Rider D for terms).

☐ (d) Purchase money note and mortgage to Seller (see Rider C for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11, a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance, covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium _____ title search _____ (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract

"municipal lien search" means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

(c) "Closing Agent" shall have the meaning ascribed to that term in Section 62.77, F.S.

(CHECK ONE):

- ☐ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges. Buyer shall pay premium for lender's policy and endorsements.
- ☐ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and lender's policy endorsements or
- ☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall pay for

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☒ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed \$ _____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

☒ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☐ (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

- (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession,

knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

- (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.
- (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.
- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- (h) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**
- (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. **PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 15 ^{* until August 21, 2026} (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting

from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

- (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
- (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with

or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than

387 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and
388 subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach
389 addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing
390 any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall
391 be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance
392 with law.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Time is of the essence in this Contract. Calendar days, based on where the Property is located, shall be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a day on which a national legal public holiday is observed.

G. FORCE MAJEURE: Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5% or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "Collection" or "Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: *To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.*

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (Check if applicable):

- | | |
|---|---|
| ☐ O. Insulation Disclosure | ☐ AA. Licensee Property Interest |
| ☒ P. Lead Paint Disclosure (Pre-1978) | ☐ BB. Binding Arbitration |
| ☐ Q. Housing for Older Persons | ☐ CC. Miami-Dade County Special Taxing District Disclosure |
| ☐ R. Rezoning | ☐ DD. Seasonal/Vacation Rentals |
| ☐ S. Lease Purchase/ Lease Option | ☐ EE. PACE Disclosure |
| ☐ T. Pre-Closing Occupancy | |
| ☐ U. Post-Closing Occupancy | |
| ☐ V. Sale of Buyer's Property | |
| ☐ W. Back-up Contract | |

☐ Other: _____

Buyer's Initials _____
FloridaRealtors/FloridaBar-ASIS- Rev.

Page 13 of 15 © Seller's Initials _____
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20. ADDITIONAL TERMS:

PROPERTY MUST APPRAISE AT AGREED UPON PURCHASE
PRICE. BUYER TO OBTAIN & PURCHASE CERTIFIED
APPRAISAL, AT BUYER'S COST, WITHIN (26) DAYS OF ACCEPTANCE DATE,
ADDENDUM ATTACHED FOR INFORMATION REGARDING
RENTAL AMOUNTS, TERMS & CONDITIONS. UPON ACCEPTANCE,
SELLER TO PROVIDE BUYER WITH COPIES OF CURRENT
LEASE AGREEMENTS ON ALL UNITS.

COUNTER-OFFER

☐ Seller counters Buyer's offer.

[The remainder of this page is intentionally left blank.

This Contract continues with Line 612 on Page 13 of 13.]

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

Buyer: <u>X</u>	Date: _____
Buyer: _____	Date: _____
Seller: _____	Date: _____
Seller: _____	Date: _____

Buyer's address for purposes of notice

CITY OF ST. CLOUD
C/O: DANIEL F. MANTZARIS, ATTY.
1300 Ninth Street
ST. CLOUD, FL 34769

Seller's address for purposes of notice

WILLIAM MICHAEL YOUNG
P.O. BOX 12425
CHARLESTON, S.C. 29422-2425

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

Cooperating Sales Associate, if any

Cooperating Broker, if any

[Signature]
Listing Sales Associate

[Signature]
Listing Broker

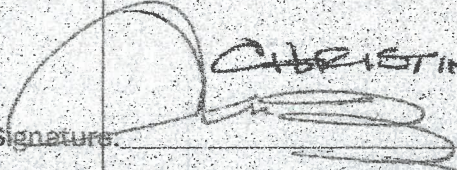
[Signature]
Dee's Mgmt. + Real Estate, Inc.

FLOOD DISCLOSURE FOR RENTAL APARTMENT/HOME

Deese Management & Real Estate, Inc.

Flood Insurance: Renters' Insurance policies do not include damage resulting from Floods. Tenant is encouraged to discuss the need to purchase separate flood insurance coverage with Tenant's insurance provider/agent.

1. For the purpose of this Disclosure, the term 'flooding' means a general or temporary condition of partial or complete inundation of the dwelling unit caused by any of the following:
 - The overflow of inland or tidal waters.
 - The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch.
 - Sustained periods of standing water resulting from rainfall.
2. LANDLORD/AGENT has NO knowledge of any flooding that has damaged the dwelling unit during Landlord's ownership or Agent's management of the dwelling unit.
3. LANDLORD/AGENT has NOT filed a claim with an insurance company/provider relating to flood damage in the dwelling unit, including, but not limited to, a claim with the National Flood Insurance Program.
4. LANDLORD/AGENT has NOT received assistance for flood damage to the dwelling unit, including, but not limited to, assistance from FEMA (Federal Emergency Management Agency).

Landlord/Agent Signature: 

Date: 4/28/24

Tenant Signature: 

Date: 

Note: This Required Statutory Disclosure is not specific to general plumbing leaks and/or maintenance concerning misc. and/or minor leaks, plumbing breaks, etc. For example, this Disclosure would not cover a leaking toilet or faucet, plumbing pipe break or the like, but it would cover if the local lake overflowed and water intruded into the rental dwelling or the municipality drainage ditch backed-up and caused water damage. For the sake of general property disclosure, it is possible and probable that misc. plumbing leaks, breaks, repairs and/or maintenance have happened and been completed. The Landlord/Agent can only provide minimal disclosure as the parties may not be privy to all happenings at a rental dwelling if not reported by the occupant(s) and/or repairs/maintenance may have taken place that the occupant(s) performed without the knowledge or authority of the Landlord/Agent.

RE: 1401 NEW YORK AVENUE, APT. 4, ST. CLOUD, FL 34769

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing. Describe what is known:

initial → (ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (initial (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. List documents below:

(ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment**

(c) Purchaser has (initial (i) or (ii) below):

(i) _____ received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed above.

(ii) _____ not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home* (Initial).

(e) Purchaser has (initial (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial or enter N/A if not applicable)

(f) DA Seller's Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

(g) _____ Purchaser's Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.¹

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

X	_____	_____	X	_____
	Seller	<u>Date</u>	Purchaser	<u>Date</u>
	Seller	Date	Purchaser	Date
	<u>[Signature]</u>			
	Seller's Agent	Date	Purchaser's Agent ¹	Date

Paperwork Reduction Act

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2070-0151). Responses to this collection of information are mandatory (40 CFR 745). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.12 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address."

¹ Only required if the purchaser's agent receives compensation from the seller.

ADDENDUM "A"

1401 NEW YORK AVENUE
SAINT CLOUD, FLORIDA 34769

PARKSIDE APARTMENTS – RENTAL INCOME & STATUS OF LEASE(S)

APT. 1:

4/1/2026 THRU 3/31/2027 NO SALES CLAUSE
\$945.00 MONTH

APT. 2:

MONTH TO MONTH 30 DAY NOTICE TO VACATE REQUIRED
\$1095.00 MONTH

APT. 3:

1/1/2026 THRU 12/31/2026 60 DAY SALES CLAUSE
\$925.00 MONTH

APT. 4:

5/1/2026 THRU 4/30/2027 NO SALES CLAUSE
\$875.00 MONTH

APT. 5:

5/1/2026 THRU 4/30/2027 NO SALES CLAUSE
\$875.00 MONTH

APT. 6:

4/1/2026 THRU 3/31/2027 NO SALES CLAUSE
\$900.00 MONTH

APT. 7:

4/1/2026 THRU 3/31/2027 NO SALES CLAUSE
\$925.00 MONTH

TOTAL GROSS INCOME: \$6540.00 MONTH
PROPERTY TAXES (2025) : \$4822.21 pd. 3/17/2026



Meeting: July 16, 2026

Agenda Item Type: Council Action Resolution
No. 2026-104R Crabby Bills Lease Agreement

Economic Development Agenda Item:

Resolution No. 2026-104R, a resolution of the City Council of the City of St. Cloud, Florida, approving a new lease agreement with Crabby Bills of St. Cloud, LLC for the Marina Building premises at 1104 Lakeshore Blvd, St. Cloud Florida; providing for a new lease for an initial term of ten (10) years for an initial rent of \$10,000 per month effective September 1, 2026; authorizing the Mayor or the City Manager to execute the new agreement and providing for an effective date. **RESOLUTION NO. 2026-104R**

CONTINUED TO THE AUGUST 6, 2026, SPECIAL CITY COUNCIL MEETING

Strategic Key Focus Areas:

Diverse Innovative and Magnetic Economic Development

Background Information:

The lease for Crabby Bills is set to expire on August 31, 2026. Crabby Bills have previously presented at a City Council workshop on their interest in continuing to operate the restaurant in the Marina Building. The city has been in negotiations with the leadership of Crabby Bills. The City's economic development consultants, Goman York, has held meetings with Crabby Bills to figure out the best pathway forward to agree on a new lease agreement.

Legal Authority:

City Charter Sec. 2.04

Budget and Recommendation:

Request City Council continuance to the 8/6/2026 Special City Council Meeting.

Finance Director's Comments:

N/A

Procurement Director's Comments:

N/A

City Manager's Comments:

City Council Action:

8/6/2026 - Final Action

Attachments:

1. Resolution No. 2026- Crabby Bills Lease Agreement

RESOLUTION NUMBER 2026-104R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, APPROVING A NEW LEASE AGREEMENT WITH CRABBY BILLS OF ST. CLOUD, LLC FOR THE MARINA BUILDING PREMISES AT 1104 LAKESHORE BLVD, ST CLOUD FLORIDA; PROVIDING FOR A NEW LEASE FOR AN INITIAL TERM OF TEN (10) YEARS FOR AN INITIAL RENT OF \$10,000 PER MONTH EFFECTIVE SEPTEMBER 1, 2026; AUTHORIZING THE MAYOR OR THE CITY MANAGER TO EXECUTE THE NEW AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Council does hereby find that the premises located on the first-floor of 1104 Lakeshore Blvd. and described in the subject lease agreement are owned by the City and are surplus premises for the City's purposes; and

WHEREAS, prior to the consideration of this Resolution and the lease, the City Clerk has caused this item to be published as set forth in Section 2-188 of the City Code.

SECTION I. The City Council of the City of St. Cloud determines that the approval of a new lease with Crabby Bill's of St. Cloud, LLC for the continued operation of a restaurant open to the public is in the best interests of the citizens of the City of St. Cloud. Therefore, the City Council does hereby approve the Lease Agreement for 1104 Lakeshore Blvd. "the Marina Building" as set forth in Exhibit "A" attached hereto, effective September 1, 2026.

SECTION II. The City Council of the City of St. Cloud, does further approve and authorizes the Mayor or the City Manager to execute the lease agreement 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 16th day of July 2026.

CITY OF ST. CLOUD

ATTEST:

Mayor, Christian B. Robertson

Ivy Llauro City Clerk

LEGAL IN FORM AND VALID IF ADOPTED

Daniel F. Mantzaris, City Attorney



Meeting: July 16, 2026

Agenda Item Type: First Readings and
Introduction Ordinance No. 2026-33 Walker
Property Project #PUD26-00004

Community Development Agenda Item:

First Reading and Introduction for Ordinance No. 2026-33, an ordinance of the City Council of the City of St. Cloud, Florida, amending the location of the multi-purpose trail connection to Chisholm Park adopted by Ordinance No. 2024-12, for approximately +/-25.59 acres identified as Walker Property, Project #PUD26-00004, located north of Old Oak Trail, west of South Narcoossee Road, and south of Chisholm Park Trail, providing for the approval of the amended PUD/Preliminary Master Plan and proof of publication, severability, and effective date.(Above is full title) (Final Public Hearing will be heard on August 20, 2026) Action on Ordinance No. 2026-33 (This is a Quasi-Judicial proceeding)

Strategic Key Focus Areas:

Background Information:

Legal Authority:

Budget and Recommendation:

There is no cost associated with this item.

Planning Commission will be held on August 18, 2026.

Final Action will be held on August 20, 2026.

Finance Director's Comments:

Procurement Director's Comments:

City Manager's Comments:

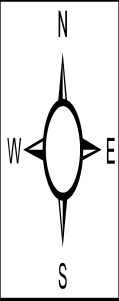
City Manager recommends approval

City Council Action:

8/20/26 - Final Action

Attachments:

1. PUD26-00004 LOCATION



East Lake
Tohopekaliga

Legend

-  Subject Property
-  City of St. Cloud
-  Osceola County
-  Waterbodies

CHISHOLM PARK TRL

CHISHOLM ESTATES DR

TURNED BRANCH LN

ALBANY AVE

CHISHOLM RD

J ST

S NARCOSSEE RD

OLD OAK TRL

SUGAR BELT DR

CITRUS OAK LN

PUD26-00004 Walker Property Amendment

0 500 1,000 1,500 2,000
ft



Meeting: July 16, 2026

Agenda Item Type: First Readings and Introduction Ordinance No. 2026-34 Avancia Project #PUD25-00004

Community Development Agenda Item:

First Reading and Introduction for Ordinance No. 2026-34, an ordinance of the City Council of the City of St. Cloud, Florida, amending the total acreage and developable acreage, number of units, net density, gross density, stormwater area, development program, housing types, architectural standards, and development conditions, for the “PUD” Planned Unit Development/Preliminary Master Plan identified as Avancia Project #PUD25-00004, formerly known as Neptune Village, in Ordinance No. 2019-11 (as amended), located north of Revolutionary Way, east of Betsy Ross Lane, south of Neptune Road and west of Old Canoe Creek Road; providing for approval of the amended PUD/Preliminary Master Plan and Final Master Plan, filing of the Planning Commission recommendation and proof of publication, severability, conflicts and effective date.(Above is full title) (Final Public Hearing will be heard on August 20, 2026) Action on Ordinance No. 2026-34 (This is Quasi-Judicial proceeding)

Strategic Key Focus Areas:

Background Information:

Legal Authority:

Budget and Recommendation:

There is no cost associated with this item.

Planning Commission will be held on August 18, 2026.

Final Action will be held on August 20, 2026.

Finance Director's Comments:

Procurement Director's Comments:

City Manager's Comments:

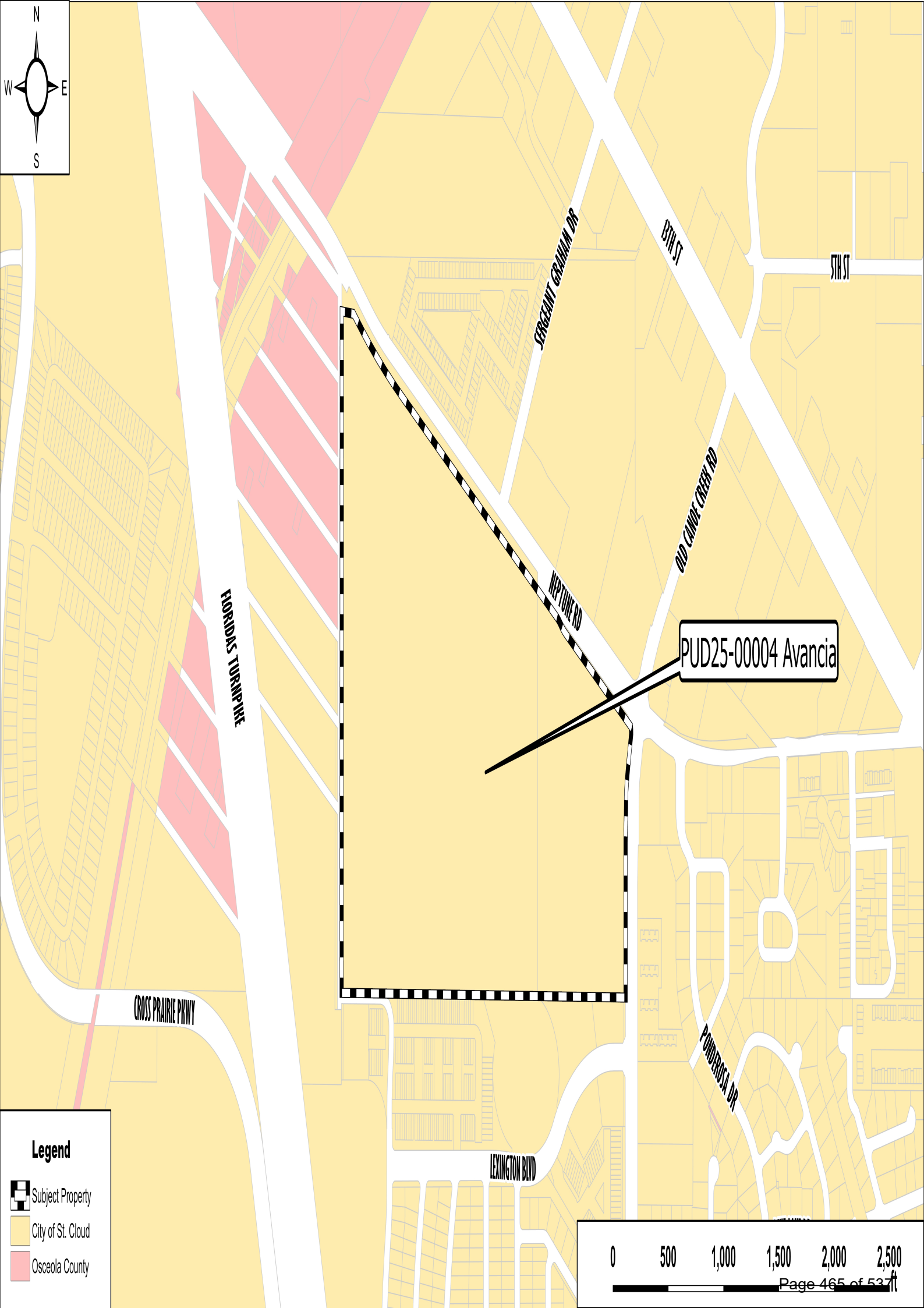
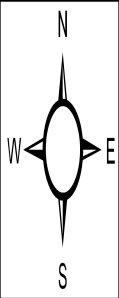
City Manager recommends approval of the first reading

City Council Action:

8/20/26 - Final Action

Attachments:

1. PUD25-00004 LOCATION



PUD25-00004 Avancia

Legend

-  Subject Property
-  City of St. Cloud
-  Osceola County

0 500 1,000 1,500 2,000 2,500

City of St. Cloud

FY26 Warrant List #9

06/01/26 to 06/30/26

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
4/2/2026	22627 BIG DOG EXPRESS OF SOUTH FL INC	VEGETATIVE WASTE DISPOSAL VEGETATIVE WASTE DISPOSAL	12,484.24
4/2/2026	22628 BOUNDTREE MEDICAL, LLC	FIRE MEDICAL SUPPLIES FIRE MEDICAL SUPPLIES	2,061.63
4/2/2026	22629 CIVICPLUS	DOCACCESS 2/26/26-9/30/26	4,002.30
4/2/2026	22630 CIVITAS LLC	CONSULTING HOUSING AND COMMUNITY DEVELOP FEB26	658.00
4/2/2026	22631 FITNESS CF	MARCH 2026 PREMIUM EMPLY GYM MEMBERSHIPS	3,084.44
4/2/2026	22632 HABITAT FOR HUMANITY GREATER	DELIVERY EXPENSES FEB26 ROOF REPLACEMENT(FY23-24) 228 JERSEY AVE/ 715 11TH ROOF REPLACEMENT(FY23-24) 20 ILLINOIS AVE	54,376.29
4/2/2026	22633 HANSON, WALTER & ASSOCIATES INC. ST2306 CREEK WOODS DR EXTENSION	COSC CREEK WOODS DR EXTN SERVICES THRU 01/31/26	3,200.00
4/2/2026	22634 HUMANA INSURANCE COMPANY	MARCH 2026 PREMIUM GROUP 591872 MARCH 2026 PREMIUM GROUP 591872	4,005.61
4/2/2026	22635 LYNCH OIL	FUEL DELIVERY 3/10/26 FUEL DELIVERY 3/6/26	1,592.07
4/2/2026	22636 MILLER BROS. GIANT TIRE SERVICE INC	RENTAL LOADER TIRE AND SUPPLIES COF-FLAT RENTAL LOADER TIRE AND SUPPLIES	1,400.76
4/2/2026	22637 MILLER ELECTRIC COMPANY	SERVICE CALL 12/10/2025 CIVIC CENTER FIRE DOOR	220.00

City of St. Cloud

FY26 Warrant List #9

06/01/26 to 06/30/26

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
4/2/2026	22638 ORLANDO UTILITIES COMMISSION ST2304 MICHIGAN AVE PED PROJECT	MICHIGAN AVE EXISTING LIGHT FIXTURES	8,131.57
4/2/2026	22639 OSCEOLA ENGINEERING, LLC ST2304 MICHIGAN AVE PED PROJECT	SERVICE CONSULTANT FEB26 23-012 MICHIGAN AVE	1,125.00
4/2/2026	22640 PETROLEUM TRADERS CORP.	ULTRA LOW #2 DIESEL PO NUM 085670 ULTRA LOW #2 DIESEL PO NUM 085630	70,417.61
4/2/2026	22641 POINT AND PAY, LLC.	FEBRUARY 2026 INVOICE 28 E CHECKS	14.00
4/2/2026	22642 RAFTELIS	CONSULTING SERVICES CD 2/1/26 - 2/28/26 PROFESSIONAL SERVICES CIP 2/1/26 - 2/28/26	7,953.50
4/2/2026	22643 SCHOOL DISTRICT OF OSCEOLA COUNTY	CITATION FEES DUE TO SDOC WEEK ENDING (03/20/2026)	60.00
4/2/2026	22644 TYLER TECHNOLOGIES, INC.	TIME & ATTENDANCE INCREASE 2/1/25-4/30/25	2,500.00
4/2/2026	22645 UNIVERSAL PROTECTION SERVICE, LLC	SECURITY SERVICES CITY 1/1/26 - 1/31/26	1,668.42
4/2/2026	22646 VEYTEC, INC.	BACKUP BATTERY,INSTALL, CONFIGURE,LABOR & READER 5 YEAR DOOR LICENCE 12/10/25-12/09/30	6,887.20
4/2/2026	22647 WASTE CONNECTIONS OF OSCEOLA COUNTY	MSW DISPOSAL 3/2/26 - 3/7/26 CONSTRUCTION DEMOLITION 03/02/26 - 3/06/26	69,711.92
4/2/2026	22648 WRIGHT-PIERCE PR2603 CENTENNIAL PARK RESTROOM PR2603 CENTENNIAL PARK RESTROOM	DOWNTOWN RESTROOMS SRVCS THRU 11/28/25 DOWNTOWN RESTROOMS SRVCS THRU 2/27/26	22,941.67

City of St. Cloud

FY26 Warrant List #9

06/01/26 to 06/30/26

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
	ST2305 MASSACHUSETTS AVE EXT	MASS AVENUE EXTENSION SRVC THRU 2/27/26	
	ST2307 17TH STREET EXTENSION	17TH STREET EXTENSION SRVCS THRU 2/27/26	
	ST2604 RUMMELL ROAD ROUNDABOUT	RUMMEL ROUNDABOUT SRVCS THRU 2/27/26	
4/2/2026	22649 YOUR EVENTS BY L&L LLC		795.00
	PRC024 YOUR EVENTS BY L&L	THE RANCH ST CLOUD SRVCS 02/10/26-02/28/26	
4/9/2026	22650 ARNCO CONSTRUCTION, INC.		4,307.25
		SWAT DAMAGE-1605 SNAPPER	
		POOL COVERING-211 INDIANA	
4/9/2026	22651 AT TRAILER CENTER		4,969.50
		WHITE TRAILER FOR P&R UNIT 17-100	
4/9/2026	22652 CHAPCO FENCE, LLC		3,253.37
		MOUNT PEACE CEMETERY ROLLING GATE REPAIR	
4/9/2026	22653 DIGITECH COMPUTER LLC		9,743.36
		MEDICAL BILLING FEB26	
4/9/2026	22654 FIFTH THIRD BANK		549,301.41
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
4/9/2026	22655 FL STATE LODGE FRAT.ORDER POLICE		1,260.00
		PAYROLL SUMMARY	
4/9/2026	22656 GRAYROBINSON, P.A.		7,500.00
		FEDERAL LOBBYING MAR26	
4/9/2026	22657 METROPOLITAN LIFE INSURANCE CO.		40,122.49
		MARCH 2026 GROUP DENTAL CITY CONTRIBUTE #5760484	
		MARCH 2026 GROUP DENTAL EE CONTRIBUTION #5760484	
		MARCH 2026 GROUP DENTAL RETIREE/COBRA #5760484	
		MARCH 2026 GROUP DENTAL EE/COBRA #5760484	

City of St. Cloud

FY26 Warrant List #9

06/01/26 to 06/30/26

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
4/9/2026	22658 MISSIONSQUARE RETIREMENT	PAYROLL SUMMARY PAYROLL SUMMARY	17,705.97
4/9/2026	22659 NAFECO, INC.	CREW JACKET A.RAO PANT C.MERRELL DUFFLE BAG J.HART SHORT J.LUCAS JOGGER J.VARGUS JOGGER R.ENNIS CREW JACKET L.PERDOMO TEE R.ENNIS SHORT K.MANKA SHIRT M.EVANS SHIRT D.FOX BUGLES R.ENNIS SHIRT ROZO	2,067.92
4/9/2026	22660 NATIONWIDE RETIREMENT SOLUTIONS INC	PAYROLL SUMMARY PAYROLL SUMMARY	27,172.07
4/9/2026	22661 PETROLEUM TRADERS CORP.	87 CONVENTIONAL FUEL PO NUM 085565	30,551.73
4/9/2026	22662 SCHOOL DISTRICT OF OSCEOLA COUNTY	CITATION FEES DUE TO SDOC WEEK ENDING (03/27/2026) EDUCATION IMPACT FEES COLLECTED MARCH 2026	803,803.00
4/9/2026	22663 STANDARD INSURANCE COMPANY	MARCH 2026 CITY PAID LIFE INSURANCE MARCH 2026 LONG TERM INSURANCE MARCH 2026 VOLUNTARY LIFE INSURANCE	18,431.92
4/9/2026	22664 WASTE CONNECTIONS OF OSCEOLA COUNTY	MSW DISPOSAL 3/16/26 - 3/21/26 TIRE DISPOSAL 3/20/26	139,668.19

City of St. Cloud

FY26 Warrant List #9

06/01/26 to 06/30/26

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		CONSTRUCTION DEMOLITION 3/9/26 - 3/13/26	
		CONSTRUCTION DEMOLITION 3/16/26 - 3/20/26	
		MSW DISPOSAL 3/9/26 - 3/14/26	
4/16/2026	22665 ARNCO CONSTRUCTION, INC.		2,175,045.19
	PS2409 FIRE HEADQUARTERS RENOV	FIRE ADMIN THRU 3/30/26	
	PS2104 FIRE STATION 32 REBUILD	FS#32 WORK COMPLETED THRU 03/30/26	
	PS2103 FIRE STATION 35 NEW BUILD	FS#35 WORK COMPLETED THRU 03/30/26	
4/16/2026	22666 BIG DOG EXPRESS OF SOUTH FL INC		6,739.13
		VEGETATIVE WASTE DISPOSAL	
4/16/2026	22667 CHAPCO FENCE, LLC		3,633.63
		FS #34 INSTALL FENCE AND GATE ENCLOSURE W/SLATS	
4/16/2026	22668 DEBEAUBIEN, KNIGHT, SIMMONS		16,732.00
		LEGAL SERV THRU 3/31/26	
4/16/2026	22669 FIRST RESPONSE TRAINING GROUP		15,540.00
		EVOC DRIVING COURSE	
		PARAMEDIC COURSE-Y.CEDENO	
		FIRE MIN STAND-I.BRINLEY	
4/16/2026	22670 HABITAT FOR HUMANITY GREATER		11,290.00
		ROOF REPLACEMENT(FY23-24) 1804 MISSOURI AVE	
4/16/2026	22671 IN DEPTH, INC.		7,350.00
		MARINA FLOATING DOCK ASSESSMENT	
4/16/2026	22672 JOHNS EASTERN COMPANY, INC (CLAIMS)		25,644.36
		MARCH EOM 2026 WORKERS COMP CLAIMS	
4/16/2026	22673 JOHNS EASTERN COMPANY, INC.		5,651.50
		CLAIMS HANDLING 1ST QTR APRIL 2026 - JUNE 2026	
4/16/2026	22674 LYNCH OIL		3,536.29
		FUEL DELIVERY 3/20/26	
		FUEL DELIVERY 3/17/26	

City of St. Cloud

FY26 Warrant List #9

06/01/26 to 06/30/26

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
4/16/2026	22675 ORLANDO UTILITIES COMMISSION	MAR 2026 ELECTRIC BILL JUFOMTECH	91,072.41
		MAR 2026 ELECTRIC BILL ALLOCATION	
		MAR 2026 ELECTRIC BILL ALLOCATION	
		MAR 2026 ELECTRIC BILL ALLOCATION	
		MAR 2026 ELECTRIC BILL ALLOCATION	
		MAR 2026 ELECTRIC BILL JUFOMTECH	
		MAR 2026 ELECTRIC BILL ALLOCATION	
		MAR 2026 ELECTIC BILL	
		MAR 2026 ELECTRIC BILL ALLOCATION	
		MAR 2026 ELECTRIC BILL ALLOCATION	
		MAR 2026 ELECTRIC BILL JUFOMTECH	
		MAR 2026 ELECTRIC BILL JUFOMTECH	
		MAR 2026 ELECTRIC BILL ALLOCATION	
		MAR 2026 ELECTIC BILL	
		MAR 2026 ELECTRIC BILL ALLOCATION	
		MAR 2026 ELECTIC BILL	
		MAR 2026 ELECTRIC BILL ALLOCATION	
		MAR 2026 ELECTIC BILL	
		MAR 2026 ELECTIC BILL	
		MAR 2026 ELECTIC BILL	
		MAR 2026 ELECTRIC BILL ALLOCATION	
		MAR 2026 ELECTIC BILL	
		MAR 2026 ELECTIC BILL	
		MAR 2026 ELECTIC BILL	
		MAR 2026 ELECTIC BILL	
		MAR 2026 ELECTRIC BILL ALLOCATION	
		MAR 2026 ELECTIC BILL	
		MAR 2026 ELECTIC BILL	
		MAR 2026 ELECTIC BILL	
		MAR 2026 ELECTIC BILL	
		MAR 2026 ELECTRIC BILL ALLOCATION	
		MAR 2026 ELECTIC BILL	
		MAR 2026 ELECTIC BILL	
4/16/2026	22676 SCHOOL DISTRICT OF OSCEOLA COUNTY	ST.CLOUD TWIN TRIP#7606	481.16
	PRE038 HOME SCHOOL PROGRAMS	TOHO WATER EDUCATIONAL FIELD TRIP #7605	
	PRE038 HOME SCHOOL PROGRAMS		
4/16/2026	22677 SUMMIT GROUP CONSULTING, LLC		1,775.00

City of St. Cloud

FY26 Warrant List #9

06/01/26 to 06/30/26

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		FEMA CONSULTING SERVICES 3/1/26 - 3/31/26	
		FEMA CONSULTING SERVICES 1/1/26 - 1/31/26	
4/23/2026	22678 BOUNDTREE MEDICAL, LLC		5,563.37
		FIRE MEDICAL SUPPLIES	
4/23/2026	22679 ESO SOLUTIONS, INC.		15,873.39
		EHR MANAGEMENT/MAINTENANC 04/06/26-04/05/27	
		PO 085689,EHR MANAGEMENT 04/06/26-04/05/27	
		PO 085689,EHR MANAGEMENT 04/06/26-04/05/27	
4/23/2026	22680 FIFTH THIRD BANK		541,101.26
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
4/23/2026	22681 FL STATE LODGE FRAT.ORDER POLICE		1,260.00
		PAYROLL SUMMARY	
4/23/2026	22682 GEORGE E. ALVARADO		1,762.50
	PRC023 FUTSAL TERRA INDR SOCCER	FUTSAL INDOOR SOCCER MAR26	
4/23/2026	22683 GRAYROBINSON, P.A.		16,770.00
		STATE LOBBYING MAR26	
		STATE LOBBYING MAR26	
		FEDERAL LOBBYING APR26	
		STATE LOBBYING APR26	
4/23/2026	22684 JAMMIN PLAYGROUNDS, INC		1,250.00
		REPAIR,REMOVAL & DISPOSAL PLAYGROUND EQUIPMENT	
4/23/2026	22685 KISSIMMEE UTILITY AUTHORITY		779.51
		METER SERVICE-KINGS CREST 03/08/26-04/07/26	
		METER SERVICE-MACY ISLAND 03/08/26-04/07/26	
		METER SERVICE-CANE BRAKE 03/08/26-04/07/26	

City of St. Cloud

FY26 Warrant List #9

06/01/26 to 06/30/26

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
4/23/2026	22686 LANGTON ASSOCIATES, INC.	GRANT WRITING FOR MAR26 GRANT WRITING SERV FEB26 SW2401 ALABAMA & 11TH STORMWATER GRANT ADMIN SERVICES 01/01/26-03/25/26	10,634.66
4/23/2026	22687 LYNCH OIL	FUEL DELIVERY 2/13/26	916.16
4/23/2026	22688 MISSIONSQUARE RETIREMENT	PAYROLL SUMMARY PAYROLL SUMMARY	16,275.12
4/23/2026	22689 NATIONWIDE RETIREMENT SOLUTIONS INC	PAYROLL SUMMARY PAYROLL SUMMARY	25,704.91
4/23/2026	22690 PASSPORT LABS, INC.	MAR 2026 MERCHANT MOBILE PAY PARKING FEE	517.82
4/23/2026	22691 PETROLEUM TRADERS CORP.	ULTRA LOW SULFUR #2 DIESEL PO NUM 085672	34,921.93
4/23/2026	22692 PFM FINANCIAL ADVISORS, LLC	FINANCIAL ADVISORY SRVCS ANNUAL RETAINER 2026	5,000.00
4/23/2026	22693 SCHOOL DISTRICT OF OSCEOLA COUNTY	CITATION FEES DUE TO SDOC WEEK ENDING (04/03/2026) CITATION FEES DUE TO SDOC WEEK ENDING (04/10/2026)	60.00
4/23/2026	22694 SHENANDOAH GENERAL CONSTRUCTION LLC	STORM DRAIN REPAIR BUDINGER AVE	21,620.00
4/23/2026	22695 SPIES POOL, LLC	REPLACE BOOSTER PUMP FOR POOL HEATER REPLACED SHAFT SEAL AT LAKEFRONT	2,299.00
4/23/2026	22696 STRYKER SALES CORPORATION	SUPPLIES FIRE & FREIGHT	96,224.66

City of St. Cloud

FY26 Warrant List #9

06/01/26 to 06/30/26

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		BATTERY LUCAS DARK GRAY	
		SUPPLIES FIRE	
		PATIENT CABLE & ADT SENSOR	
		LUCAS & FREIGHT	
		BAYONET,CUFF & POWER SUPPLY FREIGHT	
		BAYONET,CUFF & POWER SUPPLY	
4/23/2026	22697 WASTE CONNECTIONS OF OSCEOLA COUNTY		105,031.64
		TIRE DISPOSAL 3/23/26 - 3/30/26	
		MSW DISPOSAL 3/23/26 - 3/31/26	
		CONSTRUCTION DEMOLITION 3/23/26 - 3/31/26	
4/30/2026	22700 BIG DOG EXPRESS OF SOUTH FL INC		7,519.48
		VEGETATIVE WASTE DISPOSAL 3/23/26-3/26/26	
4/30/2026	22701 BOUNDTREE MEDICAL, LLC		3,130.77
		FIRE MEDICAL SUPPLIES	
4/30/2026	22702 CIVITAS LLC		6,363.50
		SITE VISIT MAR26	
		ENVIRO REVIEW MAR26	
		HOUSING & COMMUNITY DEV MAR26	
4/30/2026	22703 DISTINCTIVE CARE MD LLC		2,542.00
		MEDICAL BILLING APR26	
4/30/2026	22704 HALO BUILDING SERVICES, LLC		34,031.18
		JANITORIAL SERVICE MAR26	
4/30/2026	22705 HUMANA INSURANCE COMPANY		4,092.43
		APRIL 2026 PREM GRP VISION GROUP 591872	
		APRIL 2026 PREM GRP VISION GROUP 591872	
4/30/2026	22706 LYNCH OIL		1,998.76
		FUEL DELIVERY 3/27/26	
		FUEL DELIVERY 3/24/26	
4/30/2026	22707 METRO FORECASTING MODELS, LLC		6,230.00

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		FIA CONSULTING AND 2025 BAS CENSUS PROJECT	
4/30/2026	22708 NAFECO, INC.	JOGGER T.SMOLLETT JOGGER WISE SHORT M.BAEZ SHIRT R.ENNIS	500.25
4/30/2026	22709 OSCEOLA ENGINEERING, LLC PR2302 HOPKINS PARK MASTER PLAN PS2401 PUBLIC SAFETY COMPLEX-PH1	SERVICE SONSULTAN MAR26 23-031 HOPKINS PARK PH 1 SRVCS CONSULTANT MAR26 24-007-2 PUBLIC SAFETY	3,100.00
4/30/2026	22710 PETROLEUM TRADERS CORP.	ULTRA LOW SULFUR #2 DIESEL PO NUM 085669 87 CONVENTIONAL FUEL PO NUM 085219	59,291.40
4/30/2026	22711 POINT AND PAY, LLC.	MARCH 2026 INVOICE 50 ECHECKS	25.00
4/30/2026	22712 STANDARD INSURANCE COMPANY	LONG TERM DIASABILITY INSURANCE PREMIUM LIFE INSURANCE PREM CITY PAID VOLUTARY LIFE INSURANCE PREMIUM	18,927.46
4/30/2026	22713 TEN-8 FIRE EQUIPMENT	FIRE SUPPLIES CROSSFIRE MONITOR & MASTER STREAM	12,656.68
4/30/2026	22714 TESSAH IVEY ENTERPRISES, LLC PRC010 BATON LESSONS	BATON TWIRLING MAR26	527.50
4/30/2026	22715 UNIVERSAL PROTECTION SERVICE, LLC	SECURITY SERVICES CITY HALL 3/1/26 - 3/31/26	1,240.62
4/30/2026	22716 WASTE CONNECTIONS OF OSCEOLA COUNTY	MSW DISPOSAL 4/6/26 - 4/11/26 MSW DISPOSAL 4/1/26 - 4/4/26 CONSTRUCTION DEMOLITION 4/6/26 - 4/11/26 TIRE DISPOSAL 04/10/26	114,391.18

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		CONSTRUCTION DEMOLITION 4/1/26 - 4/3/26	
4/30/2026	22717 WRIGHT-PIERCE		15,694.35
	PR2503 DOCK REPAIRS	MARINA DOCK REPAIRS SRVCS THRU 1/30/26	
	PR2503 DOCK REPAIRS	MARINA DOCK REPAIRS SRVCS THRU 3/27/26	
	PR2503 DOCK REPAIRS	MARINA DOCK REPAIRS SRVCS THRU 11/28/25	
		TRANSFER STATION DESIGN SRVCS THRU 3/27/26	
4/2/2026	301889 AFLAC		5,149.45
		MARCH 2026 PREMIUM DUE ACCT 0RP71	
4/2/2026	301890 ALEXANDER RODRIGUEZ		160.00
		ALEXANDER RODRIGUEZ, CERT CONCRETE, T26148, 101	
4/2/2026	301891 APEC LLC		445,737.60
	ST2602 PAVING (FRANCHISE FEES)	ASPHALT OVERLAY ROSEDALE STREET AND SILVER THISTLE	
	ST2601 MASTER PLAN PAVING	ASPHALT OVERLAY ROSEDALE STREET AND SILVER THISTLE	
4/2/2026	301892 ASHLEIGH CARROLL		259.60
		A.CARROLL BLOODSTAIN INTERPRETATION T26102 101	
4/2/2026	301893 BULK EXPRESS TRANSPORT, LLC		2,503.27
		SUPPLEMENTAL HAULING	
4/2/2026	301894 CAROLINA SOFTWARE, INC.		1,000.00
		SOFTWARE QUARTERLY SUPPRT 01/1/26-03/31/26	
4/2/2026	301895 CHRIS ROBERTSON		29.50
		C.ROBERTSON TALLAHASSEE DRIVE UP T26075 102	
4/2/2026	301896 CHRISTINE M. BAXTER		0.00
		C.BAXTER BLOODSTAIN INTERPRETATION T26103 101	
		C.BAXTER BLOODSTAIN DID NOT ATTEND CK301896	
4/2/2026	301897 CIGNA HEALTH AND LIFE INSURANCE CO		112,178.40
		MARCH 2026 ADMINISTATIVE FEE/STOP LOSS COVERAGE	
		MARCH 2026 ADMINISTATIVE FEE/STOP LOSS COVERAGE	
		MARCH 2026 ADMINISTATIVE FEE/STOP LOSS COVERAGE	
		MARCH 2026 ADMINISTATIVE FEE/STOP LOSS COVERAGE	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
4/2/2026	301898 COBALT KINETICS	PD WEAPONS AND SUPPLIES LIFETIME WARRANTY PD WEAPONS AND SUPPLIES LIFETIME WARRANTY	14,785.40
4/2/2026	301899 CRISTINA SOTO	CRISTINA SOTO, CENTRAL SQUARE ENGAGE, T26050,102	66.38
4/2/2026	301900 CURALINC HEALTHCARE	EAP APRIL-JUNE 2026 EAP APRIL-JUNE 2026	3,067.20
4/2/2026	301901 CURTIS OMAR LOPEZ	CURTIS LOPEZ, ESSENTIALS OF FIRE, T26147, 101	95.53
4/2/2026	301902 DOBB'S EQUIPMENT, LLC	RENTAL UNIT REPAIR INSURANCE CLAIM RENTAL UNIT REPAIR INSURANCE CLAIM	31,333.67
4/2/2026	301903 MISC CUSTOMER REFUNDS	REFUND OF DEPOSIT COMMUNITY CENTER REFUND OF FEES COMMUNITY CENTER	535.00
4/2/2026	301904 FLORIDA CRIME PREVENTION TRAINING	N.SEGARRA ELDER CRIME REG CHECK-CLASS C T26122 G.STOCKDILL ADVANCED CPTED REG. CLASS C T26119 G.HOOPS ELDER CRIME REG CHECK-CLASS C T26156	1,550.00
4/2/2026	301905 FLORIDA STATE UNIVERSITY	CPM COURSE	380.00
4/2/2026	301906 FRANCHESKA AYALA	FRANCHESKA AYALA, CENTRAL SQUARE ENGAGE, T26080,102	66.38
4/2/2026	301907 HEWLETT PACKARD ENTERPRISE CO.	SERVICE 7/1/25-7/31/25 HPE GREENLAKE FOR STC	5,460.84
4/2/2026	301908 JESSICA GARCIA		47.14

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		RECORDING FEE	
		RECORDING FEES	
		RECORDING FEES	
		RECORDING FEE	
		RECORDING FEE	
		RECORDING FEE	
		RECORDING FEE	
4/2/2026	301915 KENNETH GILBERT		427.53
		K.GILBERT OLE TALLAHASSEE DRIVE UP T26073 102	
4/2/2026	301916 MISC CUSTOMER REFUNDS		535.00
		REFUND OF DEPOSIT LAKEFRONT BANQUET HALL	
		REFUND OF FEES LAKEFRONT BANQUET HALL	
4/2/2026	301917 KOLBY URBAN		29.50
		K.URBAN OLE TALLAHASSEE DRIVE UP T26074 102	
4/2/2026	301918 LIBERTY NATIONAL LIFE INSURANCE CO		1,853.57
		MARCH 2026 PAYMENT	
4/2/2026	301919 LUCY LUGO		66.38
		LUCIBERLYS LUGO, CENTRAL SQUARE ENGAGE, T26049,102	
4/2/2026	301920 MASCHMEYER CONCRETE CO. OF FLORIDA		1,345.50
		READY MIX CONCRETE-ROADS	
4/2/2026	301921 MEDLINE INDUSTRIES, LP		836.10
		FIRE MEDICAL SUPPLIES	
		FIRE MEDICAL SUPPLIES	
		FIRE MEDICAL SUPPLIES	
		FIRE MEDICAL SUPPLIES	
4/2/2026	301922 PFM ASSET MANAGEMENT LLC		18,719.93
		INVESTMENT/PORTFOLIO FEE 1/1/26 - 1/31/26	
		INVESTMENT/PORTFOLIO FEE 2/1/26 - 2/28/26	
4/2/2026	301923 POLICE AND FIREMANS INSURANCE ASSOC		2,882.68
		MARCH 2026 PAYMENT GROUP 911370-2	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		MARCH 2026 PAYMENT GROUP 905581-2	
4/2/2026	301924 PREFERRED MATERIALS, INC.	ASPHALT RECEIVED 3/13/26	90.21
4/2/2026	301925 MISC CUSTOMER REFUNDS	REIMBURSEMENT FOR APA MEMBERSHIP REIMBURSEMENT FOR APA EXAM PREP CLASS REIMBURSEMENT FOR APA REGISTRATION	1,028.64
4/2/2026	301926 SHAYLEEN VALDIVIA	SHAYLEEN VALDIVIA, BOAF PERMIT TECH, T26130, 102	22.34
4/2/2026	301927 SHELLA NEWTON	SHELLA NEWTON, STARFISH SWIMMING, T26138, 102	91.76
4/2/2026	301928 ST. CLOUD MAIN STREET PROGRAM, INC.	HISTORIC PLAQUE	375.60
4/2/2026	301932 STATE OF FLORIDA	REFUND FOR RENTAL DEPOSIT REISSUE CK 297220 FL AFTER SCHOOL CONF 2023 REISSUE CK 297798 ACTVITY CANCEL-E.NEBA REISSUE CK 297860 BILLING ACCT# 66246032 REISSUE CK 297341 DID NOT RECEIVE CK 292540 REISSUE CK 297285 BILLING ACCT# 65974551 REISSUE CK 297354 REFUND SUMMER CMP TRIP REISSUE CK 297725 REFUND DEPOSIT LK BANQUET REISSUE CK 297940 DID NOT RECEIVE CK 292540 REISSUE CK 297285 DID NOT RECEIVE CK 291840 REISSUE CK 297268 DID NOT RECEIVE CK 293713 REISSUE CK 297264 DID NOT RECEIVE CK 294375 REISSUE CK 297117 PAYROLL SUMMARY REISSUE CK 296726 RE-ISSUED CHECK 296648 DID NOT RECEIVE CK 293713 REISSUE CK 297264 CLOSING ESCROW ACCT DUE VOID & REISSUE CK#298201 DID NOT RECEIVE CK 293905 REISSUE CK 297265 DID NOT RECEIVE CK 294108 REISSUE CK 297266 CLOSING ESCROW ACCOUNT VOID & REISSUE CK#298123	12,308.01

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		ACTVTY CANCEL-L.VELAZQUEZ REISSUE CK 298001	
		CLOSE ESCROW ACCNT VOID & REISSIE CK#298041	
		CLOSING ESCROW ACCOUNT VOID & REISSUE CK#298119	
		DID NOT RECEIVE CK 294109 REISSUE CK 297267	
		CLOSING ESCROW ACCOUNT VOID & REISSUE CK#298127	
		CLOSING ESCROW ACCOUNT VOID & REISSUE CK#298130	
		CLOSING ESCROW ACCOUNT VOID & REISSUE CK#298131	
		RFND DEPOSIT LF BANQUET VOID & REISSUE CK#298331	
		RFND DEPOSIT LF BANQUET VOID & REISSUE CK#298692	
		CLOSING ESCROW ACCT DUE VOID & REISSUE CK#298475	
		CLOSING ESCROW ACCOUNT VOID & REISSUE CK#298290	
		ACCT# 66863264 B.THORNTON VOID & REISSUE CK#298158	
		RFND DEPOSIT CC MAGNOLIA VOID & REISSUE CK#298710	
		RFND DEPOSIT CC CYPRESS VOID & REISSUE CK#298710	
		CLOSING ESCROW ACCOUNT VOID & REISSUE CK#298150	
		RFND DEPOSIT CC CYPRESS VOID & REISSUE C#298710	
		CLOSING ESCROW ACCOUNT VOID & REISSUE CK#298143	
		C.SAINT LOUIS FRPA T24459 VOID & REISSUE CK#298753	
		CLOSING ESCROW ACCOUNT VOID & REISSUE CK#298397	
4/2/2026	301933 THE UNIVERSITY OF CENTRAL FLORIDA		15,000.00
		SBDC CITY OF ST CLOUD AWARD 2ND QUARTER	
		SBDC CITY OF ST CLOUD AWARD 1ST QUARTER	
4/2/2026	301934 MISC CUSTOMER REFUNDS		107.25
		BILLING ACCT # DSTCL6212 ELBA R. DOS: 05/25/2025	
4/2/2026	301935 MISC CUSTOMER REFUNDS		90.89
		BILLING ACCT # DSTCL6211 ELBA R. DOS: 03/15/2026	
4/2/2026	301936 MISC CUSTOMER REFUNDS		199.49
		BILLING ACCT # DSTCL9550 CLAUDIA B. DOS:08/31/2025	
4/2/2026	301937 MISC CUSTOMER REFUNDS		1,600.00
		REFUND OF FEES CEMETERY PLOT CANCELLATION	
4/9/2026	301940 ACCESS SOLUTIONS CORP.		325.00
		HANDLE AND DIAL FOR SAFE	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
4/9/2026	301941 AGNEL HERRERA	RETURNED CHILD SIPPOT CHECK -CASE CLOSED RETURNED CHILD SIPPOT CHECK -CASE CLOSED	573.58
4/9/2026	301942 ALABAMA CHILD SUPPORT PAYMENT	PAYROLL SUMMARY	23.08
4/9/2026	301943 MISC CUSTOMER REFUNDS	REFUND OF DEPOSIT CANNERY PARK	250.00
4/9/2026	301944 ANDREU, PALMA, LAVIN & SOLIS, PLLC	PAYROLL SUMMARY	388.70
4/9/2026	301945 ASHTON TYSON	ASHTON TYSON, TEN-8 NEW FIRE ENGINE, T26161, 101	81.60
4/9/2026	301946 CACH, LLC	PAYROLL SUMMARY	681.30
4/9/2026	301947 CARLY JOHNSON	C.JOHNSON HOSTAGE CRISIS NEGOTIATION T26114 101	212.40
4/9/2026	301948 CASSANDRA HILL	C.HILL IAED NAVIGATOR 26 T26129 101	191.39
4/9/2026	301949 COASTALWIDE LLC	FLOOD PLAN CONSULTING	3,280.00
4/9/2026	301950 MISC CUSTOMER REFUNDS	REFUND OF DEPOSIT CANNERY PARK	250.00
4/9/2026	301951 DENISE ROBERTS	D.ROBERTS FBI LEEDA EXEC LEADERSHIP T26062 102 D.ROBERTS FBI NATIONAL GRADUATION T26146 101&102	166.90
4/9/2026	301952 DOUGLAS GOERKE	D.GOERKE NAVIGATOR 2026 T26127 101	260.19

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
4/9/2026	301953 ELIZABETH WARGO	ELIZABETH WARGO, OPENGOV CONF 2026, T26123, 101	167.31
4/9/2026	301954 EVERNORTH DIRECT HEALTH, LLC	EMPY HEALTH CLINIC FEB26	41,602.71
4/9/2026	301955 FLORIDA CRIME PREVENTION TRAINING	REG CHECK-ADVANCED CPTED- M.SAMUEL CLASS C TRAVEL	450.00
4/9/2026	301956 GEORGIA DEPT. OF HUMAN SERVICES	PAYROLL SUMMARY	9.66
4/9/2026	301957 GREEN BEHR PEST CONTROL & TERMITES	EXCLUSIONARY WORK-CIVIC CENTER	4,999.00
4/9/2026	301958 MISC CUSTOMER REFUNDS	REFUND OF DEPOSIT LAKEFRONT BANQUET HALL	500.00
4/9/2026	301959 JASON H. MILLER	JASON MILLER, TEN-8 NEW FIRE ENGINE, T26162, 101	81.60
4/9/2026	301960 JOHN JOHNS	JOHN JONES, TEN-8 NEW FIRE ENGINE, T26160, 101	81.60
4/9/2026	301961 LILYVETTE SERRANO	L.SERRANO NAVIGATOR 2026 T26126 101	260.19
4/9/2026	301962 MATTHEW CHESLER	MATTHEW CHESLER,TEN-8 NEW FIRE ENGINE, T26159, 101	81.60
4/9/2026	301963 MATTHEW E. BAKKER	M.BAKKER POLICE INTERNAL AFFAIRS T26121 102	64.90
4/9/2026	301964 MATTHEW REDDITT	M.REDDITT POLICE M.CYCLE INSTRUCTOR T26045 101	590.00
4/9/2026	301965 MEDLINE INDUSTRIES, LP	FIRE MEDICAL SUPPLIES	628.70

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		FIRE MEDICAL SUPPLIES	
4/9/2026	301966 MIKE BIERFREUND LLC		2,285.31
		FURNISH & INSTALL CARPET AT FIRE STATION 31	
4/9/2026	301967 MILLERS JUMP TIME ENTERTAINMENT LLC PRE013 SPRING FESTIVAL	THE RANCH EASTER EVENT ROCK WALL,BOUNCE HOUSE	3,082.00
4/9/2026	301968 NADINE J. ZILKE		260.19
		N.ZILKE NAVIGATOR 2026 T26116 101	
4/9/2026	301969 NATHAN R. IRVING		81.60
		NATHAN IRVING, TEN-8 NEW FIRE ENGINE, T26158, 101	
4/9/2026	301970 PIERCE VERMILLION		64.90
		P.VERMILLION SWAT CQB TRAINING T26084 102	
4/9/2026	301971 ROSE TESTERMAN		167.31
		ROSE TESTERMAN, OPENGOV CONF 2026, T26117, 101	
4/9/2026	301972 TOHOPEKALIGA WATER AUTHORITY		36,225.00
		BILLING AND COLLECTION SERVICES FOR APR 2026	
		BILLING AND COLLECTION SERVICES FOR APR 2026	
4/9/2026	301973 U.S. DEPARTMENT OF THE TREASURY		279.06
		PAYROLL SUMMARY	
4/9/2026	301974 VISUAL EDGE IT, INC.		516.90
		PLOTTER MAINTENANCE 4/1/26 - 6/30/26	
4/9/2026	301975 WE DARE TO CARE INC.		55.00
		PAYROLL SUMMARY	
4/9/2026	301976 WESCO TURF, INC.		9,558.26
		WORKMAN SPRAYER PUMP	
4/16/2026	301979 MISC CUSTOMER REFUNDS		406.69
		BILLING ACCT # DSTCL7951 MARGARET C.DOS:12/15/2025	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
4/16/2026	301980 MISC CUSTOMER REFUNDS	BILLING ACCT # DSTCL9010 G. BONES DOS:10/18 2025	65.50
4/16/2026	301981 AGNEL HERRERA	FLSDU -RETURNED CHILD SUPPORT CHECK-CASE CLOSED	286.79
4/16/2026	301982 MISC CUSTOMER REFUNDS	BILLING ACCT # DSTCL8376 TIMOTHY S.DOS:07/30/2025	402.19
4/16/2026	301983 ANDREW SULLIVAN	A.SULLIVAN 2026 FCMA ANNUAL CONF T26166 101	95.53
4/16/2026	301984 BULK EXPRESS TRANSPORT, LLC	SUPPLEMENTAL HAULING	2,579.82
4/16/2026	301985 CENTRAL FLORIDA GAS	SERVICE 2/12/26-3/12/26	1,751.88
4/16/2026	301986 CLAUDIA KLOCKARS	CLAUDIA KLOCKARS, FACE FUNDAMENTALS, T26143, 102	744.73
4/16/2026	301987 DALTON STUDIO	HISTORICAL PRESERVATION SERVICES 2/1/26-2/28/26	2,450.00
4/16/2026	301988 DANIEL A. FERNANDEZ PRE007 4TH OF JULY CELEBRATION	T-SHIRT DESIGN FOR 4TH OF JULY	1,450.00
4/16/2026	301989 DELUXE SMALL BUSINESS SALES, INC.	DEPOSIT TICKET BOOK	146.13
4/16/2026	301990 FLORIDA CRIME PREVENTION TRAINING	G.STOCKDILL-CP COMMERCIAL CLASS C- CHECK REQUEST	550.00
4/16/2026	301991 GOLF VENTURES, INC.	SOUTHERN SOILS QP FIPRONIL 50lb BAG	4,327.00

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
4/16/2026	301992 HENRY SCHEIN, INC.	AIRTRAQ WI-FI CAMERA FULL KIT	4,704.60
4/16/2026	301993 HEWLETT PACKARD ENTERPRISE CO.	SERVICE 2/1/26-2/28/26 HPE GREENLAKE FOR STC	5,460.84
4/16/2026	301994 MISC CUSTOMER REFUNDS	BILLING ACCT # DSTCL8056 ELBA C. DOS:12/21/2025	118.05
4/16/2026	301995 JAY M. BEMILLER	J.BEMILLER 2026 FCMA ANNUAL CONF T26163 101	95.53
4/16/2026	301996 MISC CUSTOMER REFUNDS	REFUND OF DEPOSIT COMMUNITY CENTER REFUND OF DEPOSIT COMMUNITY CENTER CK 301996	0.00
4/16/2026	301997 JOYCE SANKEY DAWLEY	PD SGT AND LT PROMOTIONAL PROCESS	10,000.00
4/16/2026	301998 KELVIN SOTO, ESQ.	RECORDING FEES COMM DEV RECORDING FEES COMM DEV RECORDING FEES CODE ENF RECORDING FEES CODE ENF RECORDING FEES CODE ENF RECORDING FEES COMM DEV	634.00
4/16/2026	301999 KEY LIFE CARES, INC.	COMMUNITY EVENT J.PAUL SPONSOR KEYLIFE CARES 5K	1,218.00
4/16/2026	302000 MISC CUSTOMER REFUNDS	REFUND OF DEPOSIT LAKEFRONT BANQUET HALL	500.00
4/16/2026	302001 LECEDRIC JOHNSON	L.JOHNSON LASERFICHE EMPOWER 2026 T26069 101	239.22
4/16/2026	302002 MISC CUSTOMER REFUNDS	REFUND OF DEPOSIT CANNERY PARK BUILDING	250.00

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
4/16/2026	302003 MISC CUSTOMER REFUNDS	BILLING ACCT # DSTCL6076 ANTHONY C. DOS:02/28/2025	105.97
4/16/2026	302004 MARYEMMA BACHELDER	M.BACHELDER 2026 FCMA ANNUAL CONF T26142 101	95.53
4/16/2026	302005 MASCHMEYER CONCRETE CO. OF FLORIDA	READY MIX CONCRETE-SW	1,878.50
4/16/2026	302006 MEDCOM BENEFIT SOLUTIONS	MARCH FSA MONTHLY ADMIN FEE 67 PARTICIPANTS	251.25
4/16/2026	302007 PONTEM SOFTWARE	SUBSCRIPTION CM BURIAL SEARCH 5/1/26 - 4/30/27	1,820.00
4/16/2026	302008 POSITIVELY OSCEOLA LLC PRE045 PAINT THE CLOUD GREEN	PANIT THE CLOUD GREEN	3,500.00
4/16/2026	302009 SHEPARD,SMITH,HAND & BRACKINS, P.A.	LEGAL SERVICES MAR26	79.03
4/16/2026	302010 STEPHANIE RAMIREZ	S.RAMIREZ 2026 FCMA ANNUAL CONF T26164 101	95.53
4/16/2026	302011 VALENCIA COMMUNITY COLLEGE	REMI BERRIOS CLASSES PARAMEDIC TUITION	1,562.37
4/16/2026	302012 WEX BANK	FUEL PURCHASE MAR26	2,318.31
4/23/2026	302015 ACCURATE DIVING BOARD SOLUTIONS LLC	DURAFLEX 1M (-10) LADDER	2,317.00
4/23/2026	302016 ALABAMA CHILD SUPPORT PAYMENT	PAYROLL SUMMARY	23.08
4/23/2026	302017 MISC CUSTOMER REFUNDS		500.00

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		REFUND OF DEPOSIT FEES LAKEFRONT BANQUET HALL	
4/23/2026	302018 ANDREU, PALMA, LAVIN & SOLIS, PLLC	PAYROLL SUMMARY	383.63
4/23/2026	302019 BRIGHTLY SOFTWARE, INC	CONSULTING SERVICE REISSUE CK 301815	5,386.50
4/23/2026	302020 CACH, LLC	PAYROLL SUMMARY	681.30
4/23/2026	302021 CIGNA HEALTH AND LIFE INSURANCE CO	APRIL 2026 EMPLOYEE ADMIN FEE APRIL 2026 EMPLOYEE STOP LOSS APRIL 2026 RETIREE/COBRA ADMIN FEE APRIL 2026 RETIREE/COBRA STOP LOSS	113,917.60
4/23/2026	302022 DURAEDGE PRODUCTS INC.	20 BAGS INFIELD MIX	2,440.00
4/23/2026	302023 FISHEL COMPANY, THE	FIBER RELOCATION PD	25,263.45
4/23/2026	302024 FLORIDA STATE UNIVERSITY	CPM COURSE TISHA MANNING	380.00
4/23/2026	302025 GEAR WASH	FIRE UNIFORMS MAINTENANCE FIRE UNIFORMS MAINTENANCE	1,875.33
4/23/2026	302026 GEORGIA DEPT. OF HUMAN SERVICES	PAYROLL SUMMARY	9.66
4/23/2026	302027 GRIMCO, INC.	LATEX PRINTER LATEX PRINTER INK	30,384.72
4/23/2026	302028 HEWLETT PACKARD ENTERPRISE CO.		5,460.84

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		SERVICE 1/1/26-1/31/26 HPE GREENLAKE FOR STC	
4/23/2026	302029 MISC CUSTOMER REFUNDS		168.19
		REFUND DEPOSIT FEE COMMUNITY CENTER	
4/23/2026	302030 JAMIE DEMELO		233.92
		JAMIE DEMELO, GOVERNOR'S HURRICANE, T26140, 101	
4/23/2026	302031 MISC CUSTOMER REFUNDS		500.00
		REF OF DEP COMM CNT REISSUE CK 301996	
4/23/2026	302032 JUSTIFACTS CREDENTIAL VERIFICATION		241.93
		EMPLOYEE BACKGROUND CHECK	
4/23/2026	302033 J7 SPORTS EVENT MANAGEMENT		1,433.00
	PRE045 PAINT THE CLOUD GREEN	RACE PAINT THE CLOUD 5K	
4/23/2026	302034 LAW AND ORDER TECHNOLOGY, LLC		154,105.70
		NEW LAPTOPS AND BATTERIES 3/1/26-2/28/30 PO 085505	
		NEW LAPTOPS AND BATTERIES WTY 3/1/26-2/28/30	
		NEW LAPTOPS AND BATTERIES 3/1/26-2/28/30 PO 085505	
		NEW LAPTOPS AND BATTERIES WTY 3/1/26-4/1/30	
4/23/2026	302035 LESLIE E. FLORES		233.92
		LESLIE FLORES, GOVERNOR'S HURRICANE, T26139, 101	
4/23/2026	302036 MEDLINE INDUSTRIES, LP		6,446.39
		FIRE MEDICAL SUPPLIES	
		FIRE MEDICAL SUPPLIES	
		FIRE MEDICAL SUPPLIES	
4/23/2026	302037 MILLERS JUMP TIME ENTERTAINMENT LLC		0.00
	PRE004 EARTH DAY	EARTHDAY CELEBRATION INFLATABLES FOR KIDS ZONE	
	PRE004 EARTH DAY	EARTHDAY CELEBRATION DID NOT RECEIVE CK 302037	
4/23/2026	302038 MOHAWK CARPET DISTRIBUTION LLC		6,468.49
		NEW FLOORS POLICE DEPT	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
4/23/2026	302039 MISC CUSTOMER REFUNDS	REFUND OF DEPOSIT FEES LAKEFRONT BANQUET HALL	500.00
4/23/2026	302040 NOLAN RISTAU	NOLAN RISTAU, GOVERNOR'S HURRICANE, T26144, 101	233.92
4/23/2026	302041 MISC CUSTOMER REFUNDS	REFUND OF DEPOSIT FEES COMMUNITY CENTER	500.00
4/23/2026	302042 PFM ASSET MANAGEMENT LLC	INVESTMENT/PORTFOLIO FEE 3/1/26 -3/31/26	9,806.70
4/23/2026	302043 PREFERRED MATERIALS, INC.	ASPHALT RCVD 3/30/26 ASPHALT RCVD 4/2/26 ASPHALT RCVD 3/27/26 ASPHALT RCVD 3/31/26 ASPHALT RCVD 4/1/26	1,196.98
4/23/2026	302044 QUADIENT LEASING USA, INC.	MAIL MACHINE LEASE 2/16/25 - 5/15/26	1,188.09
4/23/2026	302045 QUADIENT, INC.	PREMIER MAINTENANCE PART REPLACEMENT - BRUSH & SPONGE KIT POST MACHINE	1,959.00
4/23/2026	302046 QUALITY PLUS RECONSTRUCTION LLC	WINDOW REPLACEMENT CITY HALL A & B	52,832.28
4/23/2026	302047 RICHARD PASSAFUME	WORK BOOTS RICHARD PASSAFUME	191.24
4/23/2026	302048 R2 UNIFIED TECHNOLOGIES, LLC	MICROSOFT AZURE USAGE JAN26	714.50
4/23/2026	302049 MISC CUSTOMER REFUNDS	OVERPAYMENT ON CLAIM OF LIENS FOR 211 INDIANA AVE	5.32

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		JAN26 CITY UTILITY BILL	
		JAN26 CITY UTILITY BILL	
		JAN26 CITY UTILITY BILL	
		JAN26 CITY UTILITY BILL	
		JAN26 CITY UTILITY BILL	
		JAN26 CITY UTILITY BILL	
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		JAN26 CITY UTILITY BILL	
		JAN26 CITY UTILITY BILL TOHO	
		JAN26 CITY UTILITY BILL TOHO CUSTOMER SERVICE	
		JAN26 CITY UTILITY BILL	
		JAN26 CITY UTILITY BILL	
		JAN26 CITY UTILITY BILL	
		JAN26 CITY UTILITY BILL	
		JAN26 CITY UTILITY BILL	
		JAN26 CITY UTILITY BILL	
4/23/2026	302063 TOHOPEKALIGA WATER AUTHORITY		468.37
		JAN26 CITY UTILITY BILL	
		JAN26 CITY UTILITY BILL	
4/23/2026	302064 TOHOPEKALIGA WATER AUTHORITY		731.00
		EUROFINS ENVIRONMENT TESTING REFUND PAYMENT	
4/23/2026	302065 WE DARE TO CARE INC.		55.00
		PAYROLL SUMMARY	
4/23/2026	302066 WHITE CAP, L.P.		29,238.70
	PS2103 FIRE STATION 35 NEW BUILD	PROJECT FS 32&35	
	PS2103 FIRE STATION 35 NEW BUILD	PROJECT FS 32&35	
	PS2103 FIRE STATION 35 NEW BUILD	PROJECT FS 32&35	
4/30/2026	302069 AFLAC		5,011.20
		APRIL 2026 EMPLY INS VOLUNTARY ACCT 0RP71	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
4/30/2026	302070 ALEXANDER CORREA	A.CORREA SWAT 5-DAY TRNG T26085 102	64.90
4/30/2026	302071 AMANDA PEAVEY	A.PEAVEY NAVIGATOR 2026 T26136 101 & 102	259.69
4/30/2026	302072 ANDREW SULLIVAN	A.SULLIVAN NAGC CONFERNCE 2026 T26111 101	240.80
4/30/2026	302073 APPLIED AQUATIC MANAGEMENT, INC.	AQUATIC PLANT MANG MAR26	2,461.21
4/30/2026	302074 MISC CUSTOMER REFUNDS	SCALEHOUSE TRANSACTION REIMBURSEMENT	59.22
4/30/2026	302075 ARDAMAN & ASSOCIATES, INC.	SERVICE 3/20/26-4/10/26 ENVIRO QUALITY SAMPLING	2,687.62
4/30/2026	302076 ASHLEIGH CARROLL	A.CARROLL BLOODSTAIN INTERPRETATION T26102 102	64.90
4/30/2026	302077 ASHLEY TOMKO	ASHLEY TOMKO, FUNDAMENTAL PAYROLL CERT, T26177, 103	50.76
4/30/2026	302078 MISC CUSTOMER REFUNDS	REFUND OF DEPOSIT CANNERY PARK	250.00
4/30/2026	302079 BULK EXPRESS TRANSPORT, LLC	SUPPLEMENTAL HAULING SUPPLEMENTAL HAULING SUPPLEMENTAL HAULING SUPPLEMENTAL HAULING	12,714.65
4/30/2026	302080 CAROLINA SOFTWARE, INC.	SOFTWARE QUARTERLY SUPPRT 4/1/26-6/30/26	1,000.00
4/30/2026	302081 CRISTINA SOTO		51.19

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		CRISTINA SOTO, AVOLVE INSPIRE 2026, T26066, 102	
4/30/2026	302082 ENTENMANN ROVIN CO.		21,002.40
		POLICE BADGES	
		POLICE BADGES	
4/30/2026	302083 EVERNORTH DIRECT HEALTH, LLC		53,055.05
		EMPL HEALTH CLINIC MAR260	
4/30/2026	302084 MISC CUSTOMER REFUNDS		500.00
		REFUND OF DEPOSIT LAKEFRONT BANQUET HALL	
4/30/2026	302085 FLORIDA QUALITY FENCE		3,865.00
		VINYL SLATS IN EXISTNG CHAINLINK FENCE	
4/30/2026	302086 FRANCHESKA AYALA		51.19
		FRANCHESKA AYALA, AVOLVE INSPIRE 2026, T26081, 102	
4/30/2026	302087 GREEN BEHR PEST CONTROL & TERMITES		735.00
		PEST CONTROL MAR26	
4/30/2026	302088 MISC CUSTOMER REFUNDS		500.00
		REFUND OF DEPOSIT LAKEFRONT BANQUET HALL	
4/30/2026	302089 MISC CUSTOMER REFUNDS		250.00
		REFUND OF DEPOSIT HOPKINS PARK	
4/30/2026	302090 KARLA RODRIGUEZ		151.16
		K.RODRIGUEZ ENGAGE 2026 T26052 102	
4/30/2026	302091 KELLY L. LACOE		162.11
		K.LACOE ENGAGE 2026 T26060 102	
4/30/2026	302092 KONICA MINOLTA BUSINESS SOLUTIONS		1,507.18
		COPIER LEASE 3/1-31/26 BUILDING MAINTENANCE	
		COPIER LEASE 3/1-31/26 PUBLIC WORKS	
		COPIER LEASE 3/1-31/26 BUILDING DEPT	
		COPIER LEASE 3/1-31/26 IT DEPT	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		COPIER LEASE 3/1-31/26 FINANCE	
		COPIER LEASE 3/1-31/26 BUILDING DEPT	
4/30/2026	302093 LIBERTY NATIONAL LIFE INSURANCE CO	EMPLOYEE LIFE INSURANCE APRIL 2026	1,853.57
4/30/2026	302094 LUCY LUGO	LUCIBERLYS LUGO, AVOLVE INSPIRE 2026, T26065, 102	51.19
4/30/2026	302095 MARYEMMA BACHELDER	M.BACHELDER NAGC CONFER 2026 T26167 101	240.80
4/30/2026	302096 MASCHMEYER CONCRETE CO. OF FLORIDA	READY MIX CONCRETE-SW	537.00
4/30/2026	302097 MASON MONCAYO	M.MONCAYO SWAT 5-DAY 2026 T26128 102	91.07
4/30/2026	302098 MATTHEW E. BAKKER	M.BAKKER FDLE- OFFICER DISCIPLINE T26175 101	212.40
4/30/2026	302099 MATTHEW HEIL	M.CODY HEIL NAGC CONFER 2026 T26176 101	240.80
4/30/2026	302100 MEDLINE INDUSTRIES, LP	FIRE MEDICAL SUPPLIES FIRE MEDICAL SUPPLIES FIRE MEDICAL SUPPLIES	5,438.77
4/30/2026	302101 MUNICIPAL EQUIPMENT COMPANY, LLC	FIRE SUPPLIES/EQUIPMENT	573.40
4/30/2026	302102 POLICE AND FIREMANS INSURANCE ASSOC	APRIL 2026 INSURANCE POLICE APRIL 2026 INSURANCE FIREMAN	2,882.68
4/30/2026	302103 PREFERRED MATERIALS, INC.	ASPHALT RCVD 4/10/26	161.99

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
4/30/2026	302104 PUBLIC SAFETY TRAINING AND	FIRE OFFICER DEVELOPMENT PROGRAM WEEK 2	10,000.00
4/30/2026	302105 MISC CUSTOMER REFUNDS	REFUND OF DEPOSIT LAKEFRONT BANQUET HALL REFUND OF DEPOSIT LAKEFRONT BANQUET HALL	1,086.87
4/30/2026	302106 SCOTT DAVIDOFF	S.DAVIDOFF OLE DRIVE UP T26070 102	29.50
4/30/2026	302107 SKANSKA USA BUILDING INC. PS2104 FIRE STATION 32 REBUILD PS2103 FIRE STATION 35 NEW BUILD PS2401 PUBLIC SAFETY COMPLEX-PH1	SERVICES THRU 3/31/26 FS#32 SERVICES THRU 3/31/26 FS#35 PROFESIONAL SERVIES PS2401 SRVCS THRU 3/31/26 HOPKINS PARK SRVCS THRU 3/29/26	92,387.40
4/30/2026	302108 SWARTZ ASSOCIATES, INC.	POOL GRILLS	2,233.88
4/30/2026	302109 TAIMI REYES	T.REYES FIREARM BLOCKING CLASS C MILEAGE T26184	66.12
4/30/2026	302110 THOMAS CARTER	THOMAS CARTER, EMERGENCY VEHICLE PREP, T26178, 101	118.00
4/30/2026	302111 VERONICA C. MILLER	V.MILLER OLE DRIVE UP T26076 102	29.50
4/30/2026	302112 VERRA MOBILITY	CITATIONS & CERT NOTICES 3/1/26 - 3/31/26	1,560.00
4/2/2026	7007937 FLORIDA DEPARTMENT OF REVENUE	CITATION FEES DUE TO FDOR WEEK ENDING (03/20/2026)	115.00
4/9/2026	7007938 FLORIDA DEPARTMENT OF REVENUE	CITATION FEES DUE TO FDOR WEEK ENDING (03/27/2026)	69.00

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4/10/2026	7007939 INTERNAL REVENUE SERVICE	PAYROLL SUMMARY PAYROLL SUMMARY PAYROLL SUMMARY	412,611.50
4/10/2026	7007940 FLSDU	PAYROLL SUMMARY PAYROLL SUMMARY PROCESSING FEE	4,897.40
4/16/2026	7007941 OSCEOLA COUNTY BOARD OF COUNTY	19.45% MOBILITY FEE 2024-127R 01/01-03/31/26	399,413.71
4/16/2026	7007942 DEPARTMENT OF COMMUNITY AFFAIRS	2ND QTR SURCHARGE FY26 01012026 - 03312026 DCA 2ND QTR SURCHARGE FY26 01012026 - 03312026 DCA	8,184.56
4/16/2026	7007943 DEPARTMENT OF BUSINESS AND	2ND QTR SURCHARGE FY26 01012026 - 03312026 DBPR 2ND QTR SURCHARGE FY26 01012026 - 03312026 DBPR	11,349.00
4/16/2026	7007944 CIGNA HEALTH AND LIFE INSURANCE CO	AUTOMATIC CIGNA MONTHLY BANKING 03/01/26-03/31/26	446,021.85
4/16/2026	7007945 TRUIST BANK	TO PAY P-CARD CHARGES FOR PERIOD 02/28/26-03/27/26	369,515.17
4/16/2026	7007946 FLORIDA DEPARTMENT OF REVENUE	RENTAL & MISC SALES & USE TAX RETURN MAR26 RENTAL & MISC SALES & USE TAX RETURN MAR26 RENTAL & MISC SALES & USE TAX RETURN MAR26	2,303.04
4/23/2026	7007947 FLORIDA DEPARTMENT OF REVENUE	CITATION FEES DUE TO FDOR WEEK ENDING (04/03/2026)	92.00
4/23/2026	7007948 FLORIDA DEPARTMENT OF REVENUE	CITATION FEES DUE TO FDOR WEEK ENDING (04/10/2026)	23.00
4/23/2026	7007949 GLOBAL PAYMENTS DIRECT, INC.	MERCHANT CARD SERVICE FEE FOR MARCH 2026	7,317.08

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4/23/2026	7007950 AMERICAN EXPRESS TRAVEL RELATED	MAR26 PD WT 7007950 MAR26 FINGERPRINT WT 7007950	1.37
4/23/2026	7007951 CORE BUSINESS TECHNOLOGIES	FINGERPRINTING MAR26 WT 7007951	38.26
4/23/2026	7007952 CORE BUSINESS TECHNOLOGIES	POLICE DEPT MAR26 WT 7007952	65.90
4/23/2026	7007953 CORE BUSINESS TECHNOLOGIES	MERCH SERC MAR26 WT 7007953	471.78
4/23/2026	7007954 VERMONT SYSTEMS, INC.	PAYTRAC RETAIL MAR26 WT 7007954 PAYTRAC RETAIL MAR26 WT 7007954 PAYTRAC RETAIL MAR26 WT 7007954 PAYTRAC RETAIL MAR26 WT 7007954 PAYTRAC RETAIL MAR26 WT 7007954	1,420.06
4/24/2026	7007956 INTERNAL REVENUE SERVICE	PAYROLL SUMMARY PAYROLL SUMMARY PAYROLL SUMMARY ROUNDING OFF PAYROLL SUMMARY	397,372.02
4/24/2026	7007957 FLSDU	PAYROLL SUMMARY PAYROLL SUMMARY PROCESSING FEE	4,897.40
4/23/2026	7007958 VERMONT SYSTEMS, INC.	PAYTRAC WEB MAR26 WT 7007955 PAYTRAC WEB MAR26 WT 7007955 PAYTRAC WEB MAR26 WT 7007955 PAYTRAC WEB MAR26 WT 7007955 PAYTRAC WEB MAR26 WT 7007955	725.33
4/24/2026	9108390 A-LINE FIRE & SAFETY, INC.		345.00

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		FIRE EXTINGUISHERS INSPECTION	
4/24/2026	9108391 ALL AMERICAN AUTO BODY	UNIT 12-466 DOOR PANNEL RPMT RO# 66209-1	210.07
4/24/2026	9108392 AMERICAN PLANNING ASSOCIATION	VERONICA MILLER APA MBR 4/1/26-3/31/27	868.90
4/24/2026	9108393 BELLA ROMA PIZZA	BAKED PENNE, CKN MARSALA- AWARDS CEREMONY CKN MARSALA, PENNE - CITIZEN ACADEMY-CHIEF	1,096.95
4/24/2026	9108394 CARDIO PARTNERS INC.	AED PADS	1,708.83
4/24/2026	9108395 CITY ELECTRIC SUPPLY COMPANY	RAB ECOMBO34-R EXIT SIGN- RPMT REPAIR WO#20176	211.96
4/24/2026	9108396 DANA SAFETY SUPPLY, INC.	UNIVERSAL CRADLE FOR UNIT 12-426 REPLACEMENT FOR TRIGGER BOX FOR UNIT 12-438 TAG READER FOR UNIT 12-513	860.00
4/24/2026	9108397 EMBROIDERY PLUS PROMOTIONAL INC.	UNIFORM SHIRTS FOR SWORN/ NON-SWORN UNIFORM SHIRTS - COMMUNICATIONS DEPT DISPATCH EMPLOYEES-POLOS, FLEECE, JACKETS UNIFORM SHIRTS FOR PARK PANGERS SHIRTS-NADINE ZILKE SHIRTS FOR SGT. WRIGHT EEID #2769 UNIFORM SHIRTS FOR SWORN/ NON-SWORN	4,649.04
4/24/2026	9108398 EXOTIC EMBROIDERY OF CENTRAL FL. PRE004 EARTH DAY PRE004 EARTH DAY PRE004 EARTH DAY	GOLD SOFT TOUCH T-SHIRTS FOR EARTH DAY GOLD SOFT TOUCH T-SHIRTS FOR EARTH DAY SHIRTS FOR GIVEAWAY	1,030.00
4/24/2026	9108399 FISHER SAFETY	FIRE EQUIPMENT REPAIRS	3,420.70

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		FIRE EQUIPMENT REPAIRS	
		FIRE EQUIPMENT REPAIRS	
4/24/2026	9108400 INTERNATIONAL ASSOCIATION OF		200.00
		IAAP ANNUAL MEMBERSHIP DUES-MIRNALY M.	
4/24/2026	9108401 LEGAL SHIELD		2,321.60
		FEBRUARY 2026 PREMIUM EMP LEGAL PLAN	
4/24/2026	9108402 NEXTRAN TRUCK CENTER		1,739.60
		PRELIMINARY DIAGNOST UNIT#5-108 RO#65977-2	
		ROAD CALL & PRE DIAGNOST UNIT#5-112 RO#65671-1	
4/24/2026	9108403 PARK AVENUE LIMOUSINE, INC.		1,550.00
	PRE015 SENIOR PROGRAMS	SENIOR DAY TRIP BUS- 2/26/26	
4/24/2026	9108404 QUICKSCORES.COM		100.00
	PRE010 FALL YOUTH BASKETBALL	SCORE KEEPER- BASKETBALL FALL 2025	
4/24/2026	9108405 SCHOOL DISTRICT OF OSCEOLA COUNTY		0.00
		CR APPLD NRMDWUYNXDBY RFND RENT NES-ANX25-00025	
		RENT NES- ANX25-00025 CHISHOLM ESTATES	
4/24/2026	9108406 SMITH SYSTEM DRIVER IMPROVEMENT		40.00
		TRAINING, B. SPAIN, J. VARGAS, ONLINE TRNG	
4/24/2026	9108407 ST. CLOUD PRINTING		1,856.16
		UNIFORM SHIRT-12 EMPLOYEE	
	CM2101 CITY HALL B-A 3RD FL REMD	NO FOOD OR DRINK SIGN- PROJECT CM2101	
		UNIFORM SHIRTS T.CARTER #3086, R.AUDET #2379	
		DESK WEDGE-A. MONDELLO, B. BRADLEY, D. FINENCO	
		NAME TAGS FOR NEW OFC.	
4/24/2026	9108408 STARGUARD ELITE, LLC		250.00
		BLS STAR CERTS (10) NON-LIFEGUARD EMPLOYEES	
4/24/2026	9108409 STARLING CHEVROLET BUICK GMC		108.90
	PS0304 MONEY LAUNDERING OPERAT.	SCIRS LEASE VEHICLE MAINTENANCE	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
4/24/2026	9108410 TEN-8 FIRE EQUIPMENT	REPAIR VACUUME LEAKS UNIT#11-64 RO#66294-1 OVERSIZED HYDRANT TOOL BAG REPAIR VACUUM LEAKS UNIT#11-67 RO#66293-1 CHECK DEF CODES UNIT#11-45 RO#64991-1 E-SPOT LITEBOX STANDARD & RED HYDRANT BAG	4,199.80
4/24/2026	9108411 TERRACYCLE REGULATED WASTE, LLC	55 GALLON DRUM CRUSHED LAMPS RECYCLE, RPMT+TRANS	906.30
4/24/2026	9108412 WORLD ELECTRIC SUPPLY, INC.	ROD DRIVER, PUNCH SET FOR TRUCK 14-51	430.33
4/24/2026	9108413 4IMPRINT, INC	GROCERY TOTE - WELLNESS PGRM: MENTAL HLTH BUSINESS CARDS MAGNETS- COMMUNITY GIVEAWAYS PUFFER POUCH-WELLNESS PGRM-EARTH DAY CAMPAIGN FOAM FOOTBALL-COMMUNITY GIVEAWAYS	6,827.39
4/24/2026	9108414 A TOUCH OF BASIL LLC.	PIZZA,SALAD,GARLIC TWIST- COUNCIL MEETING 3/16/26 SALAD, LASAGNA, GARLIC TWIST,ZITI-LDSHP OSCEOLA SALAD,PIZZA,PASTA- STRATEGIC PLAN WRKSHP	874.54
4/24/2026	9108415 AAA AUTO GLASS, INC.	RO #65927-1, UNIT #24-78, GLASS INSTALL	185.00
4/24/2026	9108416 ACADEMY SPORTS & OUTDOORS	SHIRTS- MARK CARCIA	134.97
4/24/2026	9108417 ADVANCE AUTO PARTS	BATTERY-EMCY-CITY VEH TAX CHG, OUT OF STATE	230.58
4/24/2026	9108418 ADVENTHEALTH CENTRA CARE (ADVENTIST	FIRE EMPLY PHYSICAL EXAMS	1,896.00
4/24/2026	9108419 AIRGAS USA LLC	SAW CHIP MITERING	5,701.52

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		OXYGEN 02/01/26-02/28/26 SECREPAIR,INLET-OUTLET, RECTIFIER,CARBURETOR OXYGEN USP125, UPS300	
4/24/2026	9108420 ALLIED 100, LLC DBA HEARTSMART	INFANT CPR FEEDBACK MANIKINS	491.50
4/24/2026	9108441 AMAZON.COM	KEYBOARD FOR CIU CAPTAIN RACK MOUNT KIT - IT CISCO CATALYST-IT MONITORS-REPORT WRITING MSDS WALL STATION-OSHA/ GHS SAFETY SHEET STATION ETHERNET ADAPTERS FOR IM TACTICAL PANTS - SARINA STEELE UNIFORMS - TACTICAL PANTS FLAME RESISTANT JEANS,TEE SGT B. SNOW OSHA BKT TRK UNIFORM TACTICAL PANTS HARD HAT, HI VIS SHIRT OSHA-SGT. B. SNOW UNIFORM TACTICAL PANTS CISCO CATALYST - IT - DMZ SURETEMP THERMOMETERS IT - TRENDNET 5-PORT, LED DRIVER-CAMERA PROJECT 4G/5G ANTENNAS-IT PHONE/ NETWORK UPGRADE UNIFORMS-TACTICAL PANTS TRIPLE ACTION DISHWASHER PACKS NAME BADGES OIL DIFFUSER-WELLNESS PGRM: MARCH LUNCH & LEARN DOG-TREATS, TOYS, PUZZLE WELLNESS PGRM-PET DAY MONITOR-REPORT WRITING SPIRIRT SQUAD-GOLDEN EGGS FOR EGG HUNT OFFICE SUPPLIES- DRY ERASE MARKERS TRENDNET PWR SUP+SWITCH MOUNT BRACKET-CELL TOWER CRADLEPOINT POWER SUPPLY IT-PHONE UPGRADE FAUX ROSE, WALL DECOR, GARLAND, PHOTO PROPS POLY VOYAGER WIRELESS HEADSET-PHONE UPGRADE M3 ULTRA MINI PC W/INTEL- IT TACTICAL PANTS-MIKE IVEY GREEN BAR PAPER PATCH CABLE - IT NETWORKING	32,647.54

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		TABLECLOTHS-ANNUAL EMP/ RETIREE MEMORIAL EVENT	
		CORNHOLE BEAN BAG SET - COMMUNITY EVENT	
		DESK ORGANIZER	
		BOOTS-OFC K. ABRAM, KEURIG CLEANING PODS	
		BOOTS-OFC K. ABRAM, KEURIG CLEANING PODS	
		CODE-CARGO NETS/ COM DEV- OFFICE SUPPLIES	
		4GB+64GB FLASH DRIVES	
		OFFICE CHAIRS - CEDENO JR & RHEAUME	
		STORAGE BIN, LATCHING BOX PROCUREMENT OFFICE	
		POCKET TISSUES FOR VICTIM ADVOCATE	
		MOUNTING CABLES - COMMAND UNIT	
		MOUNTING CABLE FOR MOBILE UNIT	
		EXTENTION CORDS FOR EVENT	
		BATTERIES RPMT-MARIO GARCIA TRUCK TOOL 14-61	
		DISWAHING LIQUID-CET	
		CANOPY WEIGHTS FOR TENT	
		TABLECLOTHS, TABLE RUNNER - COMMUNITY EVENT	
		BOOTS OFC P. DE SOUZA	
		LEVEL,ANCHOR,GRILL RAKE, PLUNGER,SAFETY GLASSES	
		ALLOY TOE BOOTS-JOE MARIA	
		CR APPLD 8270400-6125013 RFND COPY PAPER	
		UNIFORMS-TACTICAL PANTS	
		AUTOMATIC DOOR STICKERS- CITY HALL WO# 20165	
		ROLLING WHITEBOARD- JABARIE WALKER	
		DOUBLE SIDED DOOR STICKER CITY HALL WO# 20165	
		DICKIES WORK PANTS FOR JULIAN MIRANDA	
		TELESCOPING LADDER FRAME	
		CORNHOLE BEAN BAGS - COMM EVENT	
		WORK PANTS - W. JIMINEZ	
		CHRIS ELBON 3067 UNIFORM	
		OFFICE SUPPLY-MOUSE/ KEYBOARD	
		ADA PLAZA 3125 - TAXABLE UNIFORM	
		THERMAL PAPER/LAMINATOR	
		SEAT CUSHION, MAGNIFYING GLASS, PACKING TAPE	
		ZIRCON STUD FINDER-IT	
		CAR WASH BRUSH,ADAPTER, STEEL SCRUBBER,BUCKET	
		DOOR SIGN- SHANIA SHELTON	
		CODE-CARGO NETS/ COM DEV OFFICE SUPPLIES	
		AA BATTERIES	
		NOTEBOOKS FOR OFFICERS	
		BOOTS - E. FRANCOIS NEW HIRE	

City of St. Cloud

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06/01/26 to 06/30/26

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		USB ADAPTER NEEDED FOR TRAFFIC DIVISION	
		PAINT,CONSTRUCTION PAPER PLATES. SPRING BREAK CMP	
		ROPE, CHARGERS, CORD REEL - TRAFFIC DIV.	
		MOP HANDLES,TIDE PODS, SPONGES	
		DAWN DISH SOAP	
		GUMBALL MACHINE EASTER BASKET STUFFERS	
		CT BOOTS-ISAAC AYALA	
		COPY PAPER	
		OFFICE CHAIR	
		BOOTS-OFC. NARVAEZ-BOU KHENIEL 3118	
		COSMETIC BAGS, BRUSH SET, CLIPS, FACE MASK - ADMIN	
		MONITOR STANDS	
		CROWN SHADES-ERT	
		BATTERIES, ERASERS,REMOTE NOTEBOOKS, HARD HAT, MATS	
		DISINFECTANT CLEANER	
	PRE038 HOME SCHOOL PROGRAMS	SOIL, PAPER TOWELS, DRY CLAY. HOMESCHOOL	
		HAND SOAP	
		CLEANER, HAND TOWELS, BLUE TOWELS, COMBO LOCKS	
		STAINLESS STEEL PRIVACY SIGNS	
		OFFICE CHAIRS	
		CARGO PANTS-CODY PADRON TURF MAINTENANCE CREW	
		BATTERIES, ERASERS,REMOTE NOTEBOOKS, HARD HAT, MATS	
		HI VIS VEST, BINDERS, JEANS-R. PASSAFUME #3126	
	PRE002 SUMMER CAMP	MAGIC TRICKS PROPS. SUMMER CAMP	
		IT SURFACE PRO KEYBOARD	
	PRE013 SPRING FESTIVAL	GOLDEN SHINY EGGS SPRING FESTIVAL	
	PRE013 SPRING FESTIVAL	GIVEAWAY ITEMS FOR SPRING FESTIVAL	
		CARGO SHORTS FOR WILLIAM MULFORD	
	PRE038 HOME SCHOOL PROGRAMS	STICKERS, BATON RACE, BLACK LIGHT, DRY CLAY.	
		EXTENSION CORD-CONF RM	
	PRE043 ADULT EGG HUNT	FAKE GRASS, BLOW UP DECOR DISCO -MOONLIGHT EGG HUNT	
	PRE043 ADULT EGG HUNT	EASTER TREAT BAGS FOR MOONLIGHT EGG HUNT.	
	PRE043 ADULT EGG HUNT	GLOW STICKS MOONLIGHT EGG HUNT	
		IT-MICROSOFT SURFACE SLIM PEN	
		HAND SANITIZER-ADMIN DAY	
		SCISSORS, BALLONS, CRAFT CUPS, WEIGHTS-ADMIN DAY	
	PRE045 PAINT THE CLOUD GREEN	GUMBALL,SUIT SET-3/4/26	
	PRE045 PAINT THE CLOUD GREEN	GLOW STICKS, HI VIS VEST- PAINT THE CLOUD GREEN	
	PRE045 PAINT THE CLOUD GREEN	MOVING BLANKET-LARGE SPECIAL EVENT EQUIPMENT	
	PRE065 WATER FITNESS	POOL NOODLE-WATER FITNESS CLASSES	
		HEART GARLAND-ADMIN DAY	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		NOTEBOOKS	
		OFFICE CHAIR- LEAD DRIVER OFFICE	
		WALL SIGN,TRASH PICKER, MIXING UNIT	
		SURVEY MARKERS	
		ANCHOR PLUGS,TAPE MEASURE MARKING TAPE,STRIPPING	
		SHORTS - JULIAN MIRANDA	
		CR APPLD 1430129-4997829 RFND MULTI-PURPOSE TIMER	
		CR APPLD 8092369-1740247 RFND JHOOK	
		CR APPLD 5346449-8981060 RFND COPY PAPER	
		CR APPLD 3507310-3716261 RFND DISINFECTANT CLEANER	
		CR APPLD 7198581-0449857 RFND OFFICE CHAIR	
		CR APPLD 7198581-0449857 RFND OFFICE CHAIR	
		CR APPLD 6594864-6873055 RFND BOOTS OFC P.DE SOUZA	
		ZEP DISINFECTANT	
		EARMUFFS, BIT SET, ROTERY HAMMER, SAFETY GLASSES	
		HAND SOAP	
		STAPLER, WITE-OUT, TSHIRT PRUITT, BRACKEN, ADAMS	
		STAPLER, WITE-OUT, TSHIRT PRUITT, BRACKEN, ADAMS	
		CT BOOTS-WYATT MILES 3009 MAGNETIC SWEEPERS-YARD	
		CT BOOTS-WYATT MILES 3009 MAGNETIC SWEEPERS-YARD	
		ROLLING MAGNETIC SWEEPER	
		HI VIS VEST, BINDERS, JEANS-R. PASSAFUME #3126	
		HI VIS VEST, BINDERS, JEANS-R. PASSAFUME #3126	
		TONER CARTRIDGE	
		COPY PAPER	
		CT BOOTS-PHILLIP MAYS- TURF MAINTENANCE CREW	
		SALT AWAY CONCENTRATE GALLON	
		SHOP TOWELS	
		REFLECTIVE TAPE, LEVELING RAKE, PUMP SPRAYER	
		NETGEAR 8, CUDY 2 POE, POE EXTENDER	
		TACTICAL PANTS - P. BARTLETT	
		TACTICAL PANTS, TRU-SPEC PANTS-RYAN GORDON	
		ACRYLIC SIGN HOLDER - VENDOR ACDMY	
		ACRYLIC SIGN HOLDER - VENDOR ACADEMY	
		IT-ULTRA MINI PC W/INTEL	
		FLUTES, PLATES-ADMIN DAY	
		MOUSE PAD AND KEYBOARD	
		COOLER -2	
		BAGS, SURGICAL SCALPELS FOR EVIDENCE	
		HAND PRUNERS	
		IPHONE CASES, K9 DESK MONITORS	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		BUSINESS JOURNALS	
		IT - BATTERY RPMT, APC BACK-UPS	
		FIBER OPTIC CABLE, J-HOOK PROGRESS LANE CONNECT	
		IT- PLANTRONICS HEADSET	
		CERTIFICATE FRAMES-DEPUTY MAYOR GILBERT	
		UNIFORM-TACTICAL PANTS	
		32' MONITORS-IT EQUIP	
		POST IT NOTES,NOTE PADS	
		I VOTED STICKERS	
		KEYBOARD- JABARIE'S IPAD	
		LAPTOP CASE,APPLE IPAD PENCIL- SHEREKA & JABARIE	
		TACTICAL PANTS - ALEXANDRA M.	
		FILE FOLDERS	
		TACTICAL PANTS	
		HANGING FILE FOLDERS	
		MICROSOFT SURFACE PRO-IT	
		FILE FOLDERS-CLERK'S OFFICE	
		HIGH CONTRAST BLK RIBBON FOR GREEN BAR PRINTER	
		BUSINESS CARD HOLDER AND ROLDEX	
		AVAYA ADAPTER - IT PHONE UPGRADE	
		BATTERIES,PENS	
		BRUSHLESS GRINDER,WHEELS, HAMMER BIT	
		IT - RBC142 BATTERIES	
		MULTI-PURPOSE TIMER - UNIT 12-523	
		EMBOSSSED PLACE CARDS	
		DRY ERASE BOARD & PACKAGING BAGS FOR BADGES	
		CONCRETE ANCHORS,GRINDER WHEELS	
		HAND PRUNER	
		STORAGE BINS-RESCUE UNIT	
		CONCRETE ANCHORS	
		PROPPER WOMEN UNIFORM POLO	
		NIGHTSTANDS FOR FIRE STATIONS	
		WORK CARGO PANTS-WILLIAM MULFORD	
		UNIFORM-CARGO SHORTS, TACTICAL PANTS	
		FOOTREST,ENVELOPES	
		COFFEE POT-HQ BREAKROOM	
		PIPE STRAP,WATER TIMER	
		LOPPERS STEEL BLADE	
		WHEEL CHOCK	
		A5 FEINT LINED NOTBOOK PADS	
		IT - ACAYA PHONE UPGRADE	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		POLY VOYAGER HEADSETS - IT PHONE UPGRADE	
		GLOVES-HONOR GUARD	
		TEST TUBES, FUNNEL SET, GLASSWARE SET-EVIDENCE	
		SMART LOCK W/HANDLE - EVIDENCE	
		PAINT PEN, DC PWR ADAPTER ENVELOPE, TOOLBOX	
		UNIFORM-TACTICAL PANTS	
		APC UPS RPMT BATTERY -IT STOCK	
		RUBBER DUCKS, BACKDROP, DECOR, PENS, BAGS-PROMO	
		UNIFORM-TACTICAL PANTS	
		2 COMMERCIAL TOILETS- VETERANS PARK	
		NAME BADGES	
		VISION BOARD BOOKS,VISION BOARD SUPPLIES-ADMIN DAY	
		UNIFORMS - TACTICAL PANTS	
		HELIUM TANK-ADMIN DAY	
		IPHONE CASES	
4/24/2026	9108442 ANYPROMO, INC.		4,805.92
	PRE007 4TH OF JULY CELEBRATION	CUPS AMERICA 250- 7/4/26	
	PRE013 SPRING FESTIVAL	1000- PURPLE TOTE BAG FOR SPRING FESTIVAL.	
	PRE024 YOUTH FISHING TOURNMENT	150-BUCKET HATS FISHING TOURNAMENT PARTICIPANTS	
	PRE007 4TH OF JULY CELEBRATION	ROYAL BLUE STADIUM CUP	
	PRE007 4TH OF JULY CELEBRATION	RED STADIUM CUP	
	PRE007 4TH OF JULY CELEBRATION	NAVY BLUE STADIUM CUP	
4/24/2026	9108443 APCO INTERNATIONAL INC.		35.00
		TRAINING, ELSA SCHAFFER, ONLINE	
4/24/2026	9108444 APPLE, INC.		0.99
	PS0304 MONEY LAUNDERING OPERAT.	ICLOUD FOR WORK PHONE	
4/24/2026	9108445 APPLIED AQUATIC MANAGEMENT, INC.		3,500.05
		AQUATIC PLANT NOV25-DEC25 ST CLOUD MARINA	
		AQUATIC PLANT JAN26-FEB26 ST CLOUD MARINA	
		AQUATIC PLANT MANG FEB26 MARINA	
		AQUATIC PLANT MANG FEB26 S.ROTHSTEIN PARK	
		AQUATIC PLANT MANG FEB26 PEGHORN PARK TRAIL	
		AQUATIC PLANT MANG FEB26 BARROW PIT	
		AQUATIC PLANT MANG FEB26 RIP RAP EAST LAKE MARINA	
		AQUATIC PLANT MANG FEB26 CHISHOLM PARK	
		AQUATIC PLANT MANG FEB26 EAST LAKE BEACH FRONT	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
4/24/2026	9108446 AT&T AUTHORIZED RETAILER #2282	PD MOBILE SERVICE FEB26 FIRE SERV 2/17/26-3/17/26 SERVICE 1/18/26-2/17/26 SERVICE 1/18/26-2/17/26	19,449.37
4/24/2026	9108447 AVIS BUDGET GROUP	LEASE 02/05/26-03/07/26 LEASE 02/05/26-03/07/26 LEASE CIU 3/7/26-3/19/26 RNT SNOW AMT PRO-RATED LEASE 02/05/26-03/07/26 LEASE 02/05/26-03/07/26 LEASE 02/05/26-03/07/26 RENTAL CAR, D. ROBERTS, T26146-03/17-03/18, 2026	4,326.42
4/24/2026	9108448 AYERS DISTRIBUTING COMPANY	4000- CANDY FILLED EGGS - SPRING BREAK CAMP	596.00
4/24/2026	9108449 B & H PHOTO & ELECTRONICS CORP	CR APPLD 916336099 RFND AV EQUIPMENT COVERS AV EQUIPMENT COVERS IT-CISCO 19" SWITCHES	68.25
4/24/2026	9108450 BATTERIES PLUS	BATTERY RPMT, 9.6V NCAD - WO#20060	51.85
4/24/2026	9108451 BJ'S WHOLESALE CLUB	PRE015 SENIOR PROGRAMS 4 EVENTS-CANDYS,BATTERY, DAWN,CLOROX WIPES PRE043 ADULT EGG HUNT 4 EVENTS-CANDYS,BATTERY, DAWN,CLOROX WIPES PRE015 SENIOR PROGRAMS 4 EVENTS-CANDYS,BATTERY, DAWN,CLOROX WIPES PRE015 SENIOR PROGRAMS STRAWBERRIES,MINT,POTATOE ZIPLOCK,GLOVES,LYSOL STRAWBERRIES,MINT,POTATOE ZIPLOCK,GLOVES,LYSOL PRE013 SPRING FESTIVAL 4 EVENTS-CANDYS,BATTERY, DAWN,CLOROX WIPES	1,417.46
4/24/2026	9108452 BOOT BARN	ST BOOTS-ARIEL DE JESUS ST BOOTS -DWIGHT BROWN CT BOOTS-WALDEMAR JIMENEZ	590.72

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		WORK BOOTS FOR EMPLOYEE MICHAEL FIGEROUA	
4/24/2026	9108453 P-CARD TRAVEL - OTHER EXPENSES		55.03
		FUEL, ANTHONY MONDELLO, T26067-WEX CD NOT WORKING	
4/24/2026	9108454 BRADY INDUSTRIES OF FLORIDA, LLC		2,424.63
		FIRE CLEANING SUPPLIES	
		FIRE CLEANING SUPPLIES	
		FIRE CLEANING SUPPLIES	
		FIRE CLEANING SUPPLIES	
		SUPPLIES FOR PD	
		FIRE CLEANING SUPPLIES	
4/24/2026	9108455 BRENNTAG MID-SOUTH, INC.		1,689.60
		POOL CHEMICALS	
		POOL CHEMICALS	
		POOL CHEMICALS	
		POOL CHEMICALS	
		POOL CHEMICALS	
4/24/2026	9108456 BUZZSPROUT		12.00
		PODCAST SUBSCRIPTION 03/23/26-04/22/26	
4/24/2026	9108457 CALIBRE PRESS		1,016.00
		TRAINING, L. RODRIGUEZ, J. BLOODGOOD, CLASS C TVL	
		REGISTRATION, S.MACDONALD CLASS C TRAVEL	
		TRAINING, LAMONT WRIGHT, CLASS C TRAVEL	
4/24/2026	9108458 CANVA PTY LIMITED		39.84
		STICKERS FOR MARKETING/PR	
4/24/2026	9108459 CARD INTEGRITY		1,030.00
		CARD INTEGRITY FEB25	
4/24/2026	9108460 CEMEX CONSTRUCTION MATERIALS		2,839.42
		TOP DRESSING SAND-SPORTS FIELDS	
		TOP DRESSING SAND-SPORTS FIELDS	
		TOP DRESSING SAND-SPORTS FIELDS	
		TOP DRESSING SAND-SPORTS FIELDS	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		TOP DRESSING SAND-SPORTS FIELDS	
		TOP DRESSING SAND-SPORTS FIELDS	
		TOP DRESSING SAND-SPORTS FIELDS	
		TOP DRESSING SAND-SPORTS FIELDS	
		TOP DRESSING SAND-SPORTS FIELDS	
		TOP DRESSING SAND-SPORTS FIELDS	
4/24/2026	9108461 CENTRAL FL BASKETBALL PARTNERS, LLC	TICKETS - OSCEOLA MAGIC FIRST RESPONDER GAME	256.96
4/24/2026	9108462 CENTRAL FLORIDA GAS	NATURAL GAS-STATION 31 02/12/26 - 03/12/26	221.49
4/24/2026	9108464 CENTURYLINK-EMBARQ FLORIDA, INC	LOCAL PHONE SERVICE 02/25/2026 TO 03/24/2026 LOCAL PHONE SERVICE 03/07/2026 TO 04/06/2026 LOCAL PHONE SERVICE 03/07/2026 TO 04/06/2026 LOCAL PHONE SERVICE 02/25/2026 TO 03/24/2026 LOCAL PHONE SERVICE 02/25/2026 TO 03/24/2026 LOCAL PHONE SERVICE 02/19/2026 TO 03/18/2026 LOCAL PHONE SERVICE 03/03/2026 TO 04/04/2026 LOCAL PHONE SERVICE 03/04/2026 TO 04/03/2026 LOCAL PHONE SERVICE 03/19/2026 TO 04/18/2026 LOCAL PHONE SERVICE 03/19/2026 TO 04/18/2026 LOCAL PHONE SERVICE 02/19/2026 TO 03/18/2026 LOCAL PHONE SERVICE 03/04/2026 TO 04/03/2026 LOCAL PHONE SERVICE 02/25/2026 TO 03/24/2026	5,883.91
4/24/2026	9108465 CERTIFIED SLINGS, INC.	ALLOY CHAIN SLING, GREEN PIN	1,578.26
4/24/2026	9108466 CERTIPHI SCREENING, INC.	CERTIPHI BACKGROUND SCREENING	272.00
4/24/2026	9108467 CHEWY INC.	DOG FOOD - GEORGE K-9 DOG FOOD	411.30
4/24/2026	9108468 CHICK-FIL-A AT ST. CLOUD		404.23

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
	PRE045 PAINT THE CLOUD GREEN	CR APPLD 330198361 RFND MEALS, TAXES-PTCG	
	PRE045 PAINT THE CLOUD GREEN	MEALS, TAXES-RFND PND - SL100 TRG-PAINT THE CLOUD	
	PRE045 PAINT THE CLOUD GREEN	CR APPLD 330198361, RFND MEALS, TAXEX-PTCG	
		PKGD MEALS 3/12/26 LUNCH AND LEARN EVENT	
		ICE-3/12/26 SLEEP BASICS WELLNESS LUNCH & LEARN	
	PRE045 PAINT THE CLOUD GREEN	MEALS, TAXES-RFND PND - SL100 TRG-PAINT THE CLOUD	
4/24/2026	9108469 CHOPPER'S LAWN EQUIPMENT LLC	STEEL SHAFT,HAND HELD, PROEXTREME,FRONT WHEEL ENGINE TO TRANS BELT, DIXIE- MOWER 7-198 AIR FILTERS-ECHO CONCRETE SAW GASKET,CASE ROCKER- MOWER 7-211	2,473.83
4/24/2026	9108470 CINTAS CORPORATION NO. 2	QUICKHEAL,DISINFECTANT, ALEVE,ASPRIN-DEC 2026 DISINFECTANT,ALEVE,SCREEN WIPES,DAYQUIL-JAN 2026 ANTACID,LIQUID BANDAGE, KNUCKLE BANDAGE-JAN 2026 DISINFECTANT,ANTIBIOTIC, EYE DROPS-DEC 2026	847.65
4/24/2026	9108471 P-CARD TRAVEL - OTHER EXPENSES		102.79
	PS0304 MONEY LAUNDERING OPERAT.	FUEL FOR SCIRS LEASE	
	PS0304 MONEY LAUNDERING OPERAT.	FUEL FOR SCIRS VEHICLE	
4/24/2026	9108472 CLERK OF COURT	APPEALS-CITY OF ST. CLOUD CITY VS CARLOS R FALU	292.10
4/24/2026	9108473 COMCAST BUSINESS COMMUNICATIONS,LLC	COMCAST FD 03/01/26-03/29/26	168.90
4/24/2026	9108474 P-CARD TRAVEL - REGISTRATION	TRAINING-A. RODRIGUEZ, T26148	500.00
4/24/2026	9108475 CONFESSIONS OF THE HAND LLC	FACE PAINTING - COMMUNITY EVENT	621.00
4/24/2026	9108476 COSTCO WHOLESALE CORPORATION	BRISK TEA,COKE,PLATES- PUBLIC WORKS MEETING MADELEINES, NUGGETS, RASP RUG, COOKIES - DEPT TRNG FRITOLAYS,CLASSIC BLUE- PUBLIC WORKS MEETING	301.69

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
4/24/2026	9108477 P-CARD TRAVEL - HOTEL	HOTEL-J.GARCIA T26137 HOTEL-S.NEWTON T26138	1,549.82
4/24/2026	9108478 COUNTY OF OSCEOLA	UNIT 23-21 REGISTRATION	53.50
4/24/2026	9108480 CREATIVE PRINTING SERVICES, INC	EARTH DAY-POSTERS,BANNERS YARD SIGNS,EVENT SIGNS ST PATTS STAGE BANNER, SPONSER BANNER,YARD SIGNS PRINTED ENVELOPE PROCUREMENT BUSINESS CARDS BUSINESS CARDS FOR STAFF BANNERS & SIGNS-ADULT EGG HUNT PD AWARD CEREMONY BOOKLET SPRING FEST YARD SIGNS BUSINESS CARDS - JEFFREY BALL ST PATTS SPONSER BANNER, RACE COURSE SIGNS,MAP CLAW MACHINE PANEL STICKERS BUSINESS CARDS JULIANA W, TORRELL C BUSINESS CARDS - GEORGE CEDENO BUSINESS CARDS - K. RODRIGUEZ MENA	6,713.75
4/24/2026	9108481 CROWN AWARDS	5K RACE MEDALS 3-14-26, SHIPPING	866.99
4/24/2026	9108482 P-CARD TRAVEL - OTHER EXPENSES	TAXI, KARLA RODRIGUEZ, T26052	36.87
4/24/2026	9108483 D'S ACE HARDWARE	LAMPHOLDER KEYLESS,GAS CAN LOCK ENTRY ACCENT DOOR HANDLE WO#20127 FASTENERS,RED GRNT HMR BIT-GRILL INSTALLATION 26 PC LABELS,NUMBERS 0-9	205.23
4/24/2026	9108484 DANIELS HEALTH	MARCH SERVICE-RMW BIO	81.25

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
4/24/2026	9108485 DAVE AND BUSTERS INC. PRE002 SUMMER CAMP	PARKS & REC FIELD TRIP DEPOSIT	3,823.75
4/24/2026	9108486 DEPARTMENT OF HIGHWAY SAFETY AND	CONFIDENTIAL TAG TRANSFER + RENEWAL 03-10-2026 FL	12.70
4/24/2026	9108487 DIGITALDECKCOVERS INC	SUPPLIES FOR COMMUNICATION DEPT	100.97
4/24/2026	9108488 DIRECTV	DIRECTV 03/19/26-04/18/26	179.99
4/24/2026	9108489 DISNEY BUSINESS PRODUCTIONS LLC	DISNEY QUALITY SVC TRNG T. PERSICHILLI, CLASS C DISNEY QUALITY SVC TRNG M. RIVAS, CLASS C DISNEY QUALITY SVC TRNG K. RODRIGUEZ, CLASS C	5,556.00
4/24/2026	9108490 DIXIE CLEANERS (SSONAR INC) PRE023 FATHER/DAUGHTER DANCE	LAUNDRY SERVICE FOR SWORN & LINENS UNIFORM CLEANING LAUNDRY SERVICE FOR SWORN & LINENS LINENS TO BE WASHED AFTER FDD	2,478.39
4/24/2026	9108491 DLT SOLUTIONS, LLC	AUTOCAD LICENSE-CAMERON C 05/30/26-05/29/27	2,258.20
4/24/2026	9108492 DOLLAR TREE	FOIL BALLONS, CONTAINER, TAXES - VENDOR ACDMY FOIL BALLONS, CONTAINER, TAXES - VENDOR ACDMY TINSEL, EASTER STAKE - SPRING FESTIVAL	71.58
4/24/2026	9108493 DUNKIN DONUTS**	COFFEE FOR VENDOR ACDMY EVENT 3/12/26	249.90
4/24/2026	9108494 E-PASS SERVICE CENTER	TOLLS-CODE ENFORCE 12-405 POLICE	12.00
4/24/2026	9108495 P-CARD TRAVEL - REGISTRATION	EVT TRAINING LEVEL E-1 CLASS C TRAVEL	1,850.00

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		EVT TRAINING T.CARTER #3086 LEVEL L-1 CLASS EVT TRAING LEVEL E-1 FOR THOMAS CARTER #3086 EVT TRAING FOR CLASS F1/EO CLASS C TRAVEL EVT TRAINING FOR F1/E CLASS C TRAVEL	
4/24/2026	9108497 FACEBOOK, INC.		1,044.82
	PRE045 PAINT THE CLOUD GREEN	AD CAMPAIGN PAINT THE CLOUD GREEN	
	PRE045 PAINT THE CLOUD GREEN	AD CAMPAIGN PAINT THE CLOUD GREEN	
	PRE045 PAINT THE CLOUD GREEN	AD CAMPAIGN PAINT THE CLOUD GREEN	
	PRE045 PAINT THE CLOUD GREEN	AD CAMPAIGN PAINT THE CLOUD GREEN	
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	PRE045 PAINT THE CLOUD GREEN	AD CAMPAIGN PAINT THE CLOUD GREEN	
4/24/2026	9108498 FASTSIGNS 175401		1,461.72
		PROCUREMENT DEPT SIGN	
4/24/2026	9108499 P-CARD TRAVEL - REGISTRATION		250.00
		TRAINING, O. LOPEZ, T26147	
4/24/2026	9108500 FERGUSON ENTERPRISES, LLC		536.00
		18" GRATE-STORMWATER PROJECT	
4/24/2026	9108501 FIREBOY EMERGENCY MOBILE SERVICES		2,807.89
		UNIT 11-62 RO# 66192-1 MIRROR	
		UNIT 11-67 RO# 66253-1 REAR BUMPER	
		UNIT 11-687 RO# 66253-1 MIRROR DISCHARGE	
4/24/2026	9108502 FIREHOUSE SUBS		377.65
		SUBS, COOKIES, CHIPS FOR CITIZEN ACDMY	
4/24/2026	9108503 FIVE9, INC.		1,375.94

City of St. Cloud

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06/01/26 to 06/30/26

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		CALL LOG STORAGE-PD 2/27/26-3/26/26	
		CALL LOG STORAGE-SURCHARG 2/27/26-3/26/26 PO 085640	
4/24/2026	9108504 FLORA EXPRESS, INC.	PLANTS NEW + RPMT PLANTS DUE TO COLD DAMAGE PLANT REPLACEMENT-ROSE HAWTHORNE,SUNSHINE,MAKI	1,897.50
4/24/2026	9108505 FLORIDA ASSOCIATION OF PUBLIC	FAPPO CONF PROCURMENT TEAM, CLASS C TRAVEL FAPPO CONF PROCURMENT TEAM, CLASS C TRAVEL	3,080.00
4/24/2026	9108506 FLORIDA DEPT OF TRANSPORTATION	TOLL VIOLATIONS FOR 9-27/ SUNPASS MINI REPLENISH TOLL DT78DC - D C ROBERTS TOLLS 3/13/26 UNIT #19-10	58.62
4/24/2026	9108507 FLORIDA DEPT. OF LAW ENFORCEMENT	FINGERPRINTS - MIKEL IVY FINGERPRINT - VOLUNTEER TATIANA RODRIGUEZ FINGERPRINT-GEORGE CEDENO	100.00
4/24/2026	9108508 FLORIDA DIV OF INTERNATIONAL ASSOC.	MEMBERSHIP DUES JESSICA MONDELLO	35.00
4/24/2026	9108509 FLORIDA LEAGUE OF CITIES	CONFERENCE, M. BACHELDER, T26146 FY2026 FGFOA REG, S. COVER, CLASS C TRAVEL FGFOA 2026 CONF, J.COOPER CLASS C TRAVEL	1,570.00
4/24/2026	9108510 FLORIDA RECREATION & PARK ASSOC.	FRPA ANNUAL MEMBERSHIP EXP 12-31-26 MEMBERSHIP RENEWAL- 3/1/26-3/1/27 FRPA MEMBERSHIP-L. STONEY 03/20/2026-12/31/2026	510.00
4/24/2026	9108511 FLORIDA STATE UNIVERSITY	TRAINING, ROBERTO SMITH, T26145	390.45
4/24/2026	9108512 FLORIDA TENTS AND EVENTS INC.	DUNK TANK-COMMUNITY EVENT 03/20/26-03/23/26	798.00

City of St. Cloud

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
4/24/2026	9108513 FS.COM INC	MEDIA CONVERTER-IT WIRING PATCH CABLES - IT WIRING MEDIA CONVERTER-IT WIRING	583.80
4/24/2026	9108514 GALLS, LLC	PD UNIFORMS PD UNIFORMS PD UNIFORMS PD UNIFORMS ALEXANDRA MILLER 1797 - UNIFORM PD UNIFORMS PD UNIFORMS PAM NEAL 899 - UNIFORM PD UNIFORMS PD UNIFORMS	12,512.46
4/24/2026	9108515 P-CARD TRAVEL - HOTEL	CONFERENCE, L. LUGO, T26049 CONFERENCE, L. LUGO T26049 HOTEL, KARLA RODRIGUEZ, T26052 HOTEL, K. LACOE, T26060	4,287.30
4/24/2026	9108516 P-CARD TRAVEL - HOTEL	HOTEL-C.SOTO T26050 HOTEL DEPOSIT-F.AYALA T26080 HOTEL- F.AYALA T26080 HOTEL DEPOSIT-C.SOTO T26050	3,460.40
4/24/2026	9108517 GOVERNOR'S HURRICANE CONFERENCE,INC	CONFERENCE, NOLAN RISTAU, T26144	285.00
4/24/2026	9108518 GRAMMARLY, INC.	GRAMMARLY ANNUAL SUBCRIP FOR D. WESLER	144.00
4/24/2026	9108519 GRANITE TELECOMMUNICATIONS, LLC	STARLINK MAR26	250.32

City of St. Cloud

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
4/24/2026	9108520 GRANT WRITING USA	TRNG-J.DEMELO, L.FLORES 5/7/26-5/8/26 - CLASS C TRNG-J.DEMELO, L.FLORES 5/7/26-5/8/26 - CLASS C CR APPLD 032026-0953, RFND TRNG J. DEMELO CR APPLD 032026-0954, RFND TRNG, L. FLORES	60.00
4/24/2026	9108521 GT DISTRIBUTORS, INC.	BIANCHI ELITE RADIO - SUPPLY UNIT TRAINING MATERIALS FOR SWORN OFFICERS	4,718.29
4/24/2026	9108522 P-CARD TRAVEL - HOTEL	HOTEL, DOUGLAS GOERKE, T26151 HOTEL, DOUGLAS GOERKE, T26151	262.20
4/24/2026	9108531 HANDYMAN HARDWARE	PHOTO CELL-LAKEFRONT PAVILION #19862 PADLOCKS HOSE CLAMP-JET VAC 4-116 WATER TANK KEYS FAUCET RPMT-FIRE STATION #34 MALE ADAPTER,PVC PIPE FASTENERS AWC CONNECTOR PROPANE FS 32, FS 35 VICTOR RAT TRAP PRO INTERMEDIATE SOC,ACCESS VALVES PIPE CLEANER,PVC ELBOW, PVC PIPE MINT WOVEN COVER PRE015 SENIOR PROGRAMS CUT PLIERS,KEY ML-B/G-1IN PKGD LTR TRUCK 30 STRAINER,LOCKNUT,P-TRAP, TUBE,TAILPIECE-WO#19975 XL-HWH SDS NEO 12X1-1/2 MALE HOSE END POWER PLUNGER DUTY WAX BOWL GASKET PLUMBERS GREASE,SAND CLOTH FASTENERS PAPER TAGES REFILL, SPITTING RING TAPER GRINDING STONE ELECTRICAL TAPE	3,066.21

City of St. Cloud

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		TERRO ANT KILLER,REGAL TOOLS	
		GALVANIZED STRAP	
		ZINC PISTOL NOZZLE	
		TAILPIECE	
		VALUE PACK DRAIN OPENER	
		PVC PIPE,ADAPTERS	
		DL LED BULB	
		TUFFLE WALL PLATE	
		KNIFE BLADE	
		PVC CEMENT,PUSH COUPLING, FASTENERS	
		HIGH RISE DOME STOP,FLOOR STOP	
		METALIC SLVR SPRAY PAINT	
		REFILL LARGE CARABINER	
		CHRM DUOFIT AFRATOR	
		SPXS BUSHINGS	
		GRAY CONCRETE SEALANT	
		SECURITY BIT SET	
		MALE CONNECTOR,BALL VALVE GALV STRAP	
		PLASTIC PAIL,EASY OFF LID	
		DAWN DISH SOAP,STEEL WOOL BAR KEEPER CLEANSER	
		PLASTIC NIPPLE EXTRACTOR	
		POLE SWITCH,WALLPLATES	
		FT DRYWALL SCREW	
		STRETCH CORD	
		100 H33	
		COMP SLEEVE,SELRIN SLEEVE COMPRESSION NUT	
		KEYS	
		BALL VALVE	
		HANDY PAINT CUP	
		PROPANE FS 31	
		SLIDE BOLT LATCH	
		BR HINGE DOOR STOP	
		AA BATTERY	
		ZINC SLIDE BOLT LATCH	
		XL-HKH SD NE 12-14X1-1/4	
		KEYS	
		RATCHET	
		PRESSUR HOSE	
		TOILET CONN,FLANGED WAX GASKET	
		8BC 20" SS LINE	
		KEYS	

City of St. Cloud

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06/01/26 to 06/30/26

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		PLUMBERS GREASE	
		INT SPRAY PRIMER	
		PROPANE FS 34	
		KEYS	
		TANK FLAPPER	
		LAV FAUC W/POP UP- BASEBALL FIELDS-WO#75	
		RUBBER Mallet E31	
		WHT ADHV CAULK,EXT STRTCH SEALANT	
		BLADES FOR STATION 31	
		CLOSET KITS- WO#20212	
		COMPRESSION UNION,FLAT BLACK SPRAY PAINT	
		CAUTION TAPE	
		BLK DOOR PULL,COAT HOLE COVER-WO#20196	
		CLSET VALVE,TOILEY SPUD- WO#20144	
		CRIMPING TOOL	
4/24/2026	9108532 HARBOR FREIGHT TOOLS		149.90
		GLOVE HOLDERS	
4/24/2026	9108533 HERO INDUSTRIES, INC.		3,720.00
	PS1803 LAW ENFORCEMENT TRUST	K9 HERO PLUSH WHT POODLE RESOLUTION 2025-176R	
4/24/2026	9108534 HERSHEY FLORIST, INC.		210.00
		MEMORIAL FLOWERS FOR DECEASED EMPLOYEES	
4/24/2026	9108535 HILL MANUFACTURING COMPANY, INC.		865.00
		TRACING DYE,ROOT KILLER, ABSORBENT OIL,LIFT UP	
4/24/2026	9108536 P-CARD TRAVEL - HOTEL		265.55
		HOTEL, R. GARRETT, T26155	
4/24/2026	9108537 P-CARD TRAVEL - HOTEL		419.50
		HOTEL, S. VALDIVIA, T26130	
4/24/2026	9108538 P-CARD TRAVEL - HOTEL		714.00
		TRNG, CLAUDIA KLOCKARS, T26143	
4/24/2026	9108545 HOME DEPOT		9,502.27
		FSS BOX, GANG CLEAR-FIRE HQ OUTLET REPAIRS #20152	

City of St. Cloud

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06/01/26 to 06/30/26

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		PLC 32W LIGHTBULB RPMT WO#20181	
		KWIKSET LOCK SET	
		TOILET TANK LEVER,FRONT MOUNT-WO# 20161	
		CAULK GUN,FLAP DISC,DEMON CONICAL,GROUT,CUTOFF DISC	
		CAULK GUN,FLAP DISC,DEMON CONICAL,GROUT,CUTOFF DISC	
		HANDRAIL BRACKET- WO# 20156	
		SANDE PLYWOOD,CONCRETE, TRUSS HEAD,HAMMER DRILL	
		GREEN CARPET,LEVERLOCK TAPE,BLADES,KNIFE	
		PEST BLOCK,POST HOLE DIGGER	
		PROPANE,BUCKET,MICROFIBER ROLL,DRIP OIL,CLEAR GLUE	
		DECKMATE SCREWS	
		CARBIDE BIT,TAPCON,HEX HEAD,WEATHERSHIELD	
		RUBBER HOSE,ADJUST NOZZLE SHUTOFF,WASHERS,COUPLING	
		LED AREALIGHT RPMT REPAIR WO#20199	
		THRESHOLD,ADJ SILL,DOOR SEAL,STERLING OAK	
		BUCKET, ADAPTER, COUPLING BUSHING, LOCKNUT #19986	
		M18 FUEL 18V FOR TRUCK 14-51	
		COPPER, BREAKER, PANEL, SURGE, WTR HEATER #19978	
		DIMMER SWITCH-CIVIC CTR RPMT #19985 & #20104	
		ORANGE MARKING PAINT	
		O-RING PACK,TAPE,CEMENT, PURPLE PRIMER	
		HYDROTECH EXPN HOSE- WO#20043	
		OUTDOOR COUNTDOWN TIMER #19912	
		HOSE BIBB,CONNECTOR,ANGLE STOP,ADAPTER,COUPLING	
		RATCHETING HAND CLAMP, SPRING CLAMP- WO#19590	
		PROPANE,FLAT BRUSH,BRUSH SET,SPRAY PAINT	
		COOLERS	
		DISINFECT WIPES, TOOL BAG STUBBY, WRENCH, HEX SET	
		LUMBER, SIMPSON SCREWS - PROGRESS LANE STORAGE	
		GLOVES, CONCRETE MIX	
		TOILET SEAT FOR POOL COMPLEX	
		PAINT FOR PD WO#20121	
		STORAGE TOTES	
		BUG FAN, HOSE, REEL, DUAL CONNECT, HUSKY TRIGGER	
		STORAGE RACK-CET TOTES	
		WOOD FOR TRAINING CTR	
		CORDLESS HEX SCREWDRIVER KIT-IT	
		WATT COMPACT INVERTER- TRUCK 14-63	
		TRASH CANS FOR FIRE HQ	
		HALCO T8 TYPE DBL, LEVER NUT SPLICING-WO20159	
		FLEX SEAL,EPOXY PUTTY	

City of St. Cloud

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06/01/26 to 06/30/26

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		MICRO CLOTHES,FABULOSO, LYSOL,SPRAY BOTTLE-RENTAL	
		STEEL T-POST,PEAT MOSS, SPRAYER,CAUTION TAPE	
		DECK SCREWS-MARINA- WO#19015	
		NYLON WALLPLATE- WO#19946	
		SAFETY LATCH FOR POOL- WO#20200	
		WIRE STRIPPER/CUTTER, ELTE ROOFING-TRUCK 14/58	
		COMPLETE KIT,SHANK FILL VALVE,TANK GASKETS	
		GRID DRAIN,DRAIN KIT, SIMPLEDRAIN,TUBE CUTTER	
		SCREWDRIVER	
		HOOVER VACUUM-FS 33	
		VACUUM FOR FS32	
		1G IN-USE GY, CVR 1G VERT LP BOX CVR - WO20204	
		VOICE CONTROL,MED MTL,TAP &DRILL BIT,DIABLO	
		500W MINI BUTTON PHOTO CONTROL WO#20154	
		HDX TOTES FOR CET	
		RYOBI TRIMMER, ECHO REPL, BATTERY	
		SHOP VACCUMS-TRUCK 14-57	
		M18 FUEL ONE,M18 18V LITH TRUCK 14-57	
		DISINFECT, SCREW, GRILL BRUSH, SCRAPE, BEHR 10Q	
		CR APPLD 058733-3272779 RFND M18 18V LITH	
		ANCHOR ADHESIVE,FAST ANCHOR-WO# 19979	
		ROUD PUF, UNB PAR38 WO# 20162	
		BUNGEE CORD, FIRE BLANKET	
		WEBER COVER SMOKE TRAILER GENERATOR	
		WOOD TO HANG PEGBOARD IN OFFICE	
		PEG BOARD/EXTENSION CORD ANCHORS/SCREWS RO HANGER	
		GAP FILLER,PIPE CLAMP, PIPE STRAP,UTILITY BLADE	
		SCREWS	
		WINDOW AC UNIT,RUBBER INSULATION TAPE-WO#20110	
4/24/2026	9108546 P-CARD TRAVEL - HOTEL		684.84
		HOTEL, ROBERTO SMITH, T26145	
4/24/2026	9108547 P-CARD TRAVEL - HOTEL		165.06
		HOTEL DEPOSIT- M.ACOSTA T26124	
4/24/2026	9108548 ICMA -INTERNATIONAL CITY/COUNTY		1,040.00
		JABARIE WALKER 2026 ICMA MEMBERSHIP	
4/24/2026	9108549 INSECT IQ, INC.		525.00

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		INSECT REMOVAL- 2/26/26	
4/24/2026	9108550 INSTITUTE OF COMMERCIAL PAYMENTS	IOCP MEBERSHIP J. DEMELO	162.00
4/24/2026	9108551 INSTITUTE OF POLICE TECHNOLOGY	TRAINING, CARLY JOHNSON, T26114	895.00
4/24/2026	9108552 INTERNATIONAL FESTIVALS & EVENTS	NEW YEAR MEMBERSHIP 2/18/26-2/18/27	375.00
4/24/2026	9108553 P-CARD TRAVEL - REGISTRATION	REGISTRATION, S. DILEONAR DO, ONLINE TRAINING	195.00
4/24/2026	9108554 JOSAM PRODUCTS, INC.	REPAIRS FOR UNIT 24-75, RO #66145-1 ALIGNMENT UNIT 11-64, RO # 65281-2	2,059.88
4/24/2026	9108555 K & M CUSTOM CREATIONS	PROCURMENT DEPT UNIFORM PROCURMENT DEPT UNIFORM	1,541.72
4/24/2026	9108556 K & M CUSTOM CREATIONS	LOGO PRINTING - ISSAC AYALA #2960 OFFICIAL UNIFORM SHIRTS FOR TEAM EVENT UNIFORM POLOS - GEORGE CEDENO- #3117	622.67
4/24/2026	9108557 KATOM RESTAURANT SUPPLY	WORK TABLE, POST LEVELER, SHELVING UNIT	3,309.26
4/24/2026	9108558 KFC-KENTUCKY FRIED CHICKEN	MASH POTATOES-CITIZEN'S ACADEMY	52.90
4/24/2026	9108559 KIMBALL MIDWEST	TOOLS FOR SHOP- DRILL SET	543.69
4/24/2026	9108560 KISSELBACK FORD	PM SERVICE FOR UNIT #11-56, RO #66162-1	278.62

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		PM SERVICE FOR UNIT #11-53, RO #66163-1	
4/24/2026	9108561 KLINGSPOR ABRASIVES, INC.		197.76
		NITRILE POWDER FREE- CONUMABLES-WELD SHOP	
4/24/2026	9108562 LAWSON PRODUCTS, INC.		76.34
		HARDWARE-BOLTING SLATS UNIT 24-60T RO#65542	
4/24/2026	9108563 LEXISNEXIS RISK SOLUTIONS FL, INC.		2,118.49
		AVCC FEE-02-01-26 THRU 02-28-26	
4/24/2026	9108564 LINE-X OF ST.CLOUD		599.99
		UNIT 3-43 BED LINER	
4/24/2026	9108565 LYNN PEAVEY CO.		973.74
		EVIDENCE-TUBE, BAGS, BOX, DRUG TEST KIT, TAMPER TIE	
4/24/2026	9108566 P-CARD TRAVEL - OTHER EXPENSES		15.00
	PS0304 MONEY LAUNDERING OPERAT.	PARKING FOR FEDERAL COURTHOUSE	
4/24/2026	9108567 MASCHMEYER CONCRETE CO. OF FLORIDA		350.00
		GREY EXPANSION JOINT- CONCRETE SIDEWALKS,TAX	
		CR APPLD 4762930, RFND TAXES ON GREY EXP JOINT	
		GREY EXPANSION JOINT- CONCRETE SIDEWALKS	
4/24/2026	9108568 MATTRESS FIRM		179.99
		SLEEPY MATTRESS	
4/24/2026	9108569 MEAT N FIRE		260.87
		CRACKER CAMP,1/2 PAN- COUNCIL MEETING 3/12/26	
4/24/2026	9108570 MEDTECH FORENSICS, INC.		497.45
		EVIDENCE CONTAINER, WIPES DRUG TEST, WATER CAPSULES	
4/24/2026	9108571 MEMORABLE MOMENTS CORP.		1,500.00
	PRE010 FALL YOUTH BASKETBALL	DJ- PLAYOFFS	
	PRE023 FATHER/DAUGHTER DANCE	DJ,PHOTOBOOTH,UPLIGHTING - FATHER DAUGHTER DANCE	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
4/24/2026	9108572 P-CARD TRAVEL - HOTEL	HOTEL, AMANDA PEAVEY, T26136	292.52
4/24/2026	9108573 MICHAELS STORES, INC. PRE043 ADULT EGG HUNT PRE045 PAINT THE CLOUD GREEN	RIBBON,BASKETS,BNY FANCY- ADULT EGG HUNT MINI SUMMER,LUCKY NEON, SHAMROCK- 3/14/26	220.30
4/24/2026	9108574 MILLERS JUMP TIME ENTERTAINMENT LLC PRE045 PAINT THE CLOUD GREEN	INFLATABLES, GAMES - KIDS ZONE - PAINT THE CLOUD	1,154.54
4/24/2026	9108575 MISTER CAR WASH	CAR WASH FOR CET EVENT CAR WASH FOR FD2 11-72	20.00
4/24/2026	9108576 MODERN WELDING CO OF FLORIDA, INC.	MAT FOR ALUM SLATS UNIT 24-60T RO#65542-2 REPAIRS TRANSFER STATION WALL & TUNNELL	994.34
4/24/2026	9108577 P-CARD TRAVEL - REGISTRATION	T26118-STEPHANIE S. NATIONAL PRESERV REG.	300.00
4/24/2026	9108578 NATIONAL TACTICAL OFFICERS ASSOC.	TRAINING, LAMONT WRIGHT, CLASS C TRAVEL	319.00
4/24/2026	9108579 NATIONAL TECHNICAL INVESTIGATORS	MEMBERSHIP RENEWAL-M DODD	50.00
4/24/2026	9108580 NATIONAL TIRE AND AUTO ST CLOUD LLC	ALIGNMENT VEHICLE 4-105 RO#66097-1	84.96
4/24/2026	9108581 NIMBLE SOFTWARE SYSTEMS, INC.	SCHEDULING SOFTWARE DATES 3/17/26 - 4/17/26	277.64
4/24/2026	9108582 NORTH-SOUTH SUPPLY, INC.	RAINBIRD NOZZLE,PRO SPRAY SIDE OUTLET LINK READY TIMER,RAINBIRD	711.63
4/24/2026	9108583 OFFICE DEPOT		573.02

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		TONER, CALCULATOR-HQ	
		PAPER, EASEL PAD, BANKERS BOX FOR EMERGENCY MGMT	
		CARD STOCK,PENS,POUCHES	
		PAPER, EASEL PAD, BANKERS BOX FOR EMERGENCY MGMT	
		FILE FOLDERS	
4/24/2026	9108584 ORLANDO BUSINESS JOURNAL		200.00
		SUBSCRIPTION RENEWAL 3/24/26-3/24/27	
4/24/2026	9108585 ORLANDO JOBS.COM		995.00
		BOOTH-2026 HIRE DAY ORLANDO EVENT	
4/24/2026	9108586 ORLANDO SENTINEL COMMUNICATIONS		81.74
		ADVERTISEMENT - 2026-026	
		MONTHLY E-SUB-V.MILLER 02/14/26-03/13/26	
		MARCH 2026 SUBSCRIPTION - MAYOR ROBERTSON	
4/24/2026	9108587 OSCEOLA ANIMAL EMERGENCY		1,992.95
		CR APPLD 78520, RFND TAXES ROCKY TEETH CLEAN	
		ROCKY - TEETH CLEANING	
		DEACON K-9 LACERATION REPAIR	
4/24/2026	9108588 OSCEOLA COUNTY HEALTH DEPT.		660.00
		CHISHOLM PARK BEACH SAMPLES	
		ST CLOUD BEACH SAMPLES	
4/24/2026	9108589 OSCEOLA GLASS AND MIRROR, LLC		680.00
		ELECTRICAL RECEPTACLE CUT OUT	
4/24/2026	9108591 OSCEOLA NEWS GAZETTE		4,957.37
		SC ORDINANCE 2026-18* PUBLIC HEARING	
		SC ORDINANCE 2026-19* PUBLI HEARING	
		ONG-CLSFD LEGAL DISPLAY UNCLAIMED FUNDS- ADV	
		NOTICE PUBLIC HEARING CDA26-00001	
		ONG-CLSFD LEGAL DISPLAY UNCLAIMED FUNDS- ADV	
		ONG-CLSFD LEGAL DISPLAY UNCLAIMED FUNDS- ADV	
		ONG-CLSFD LEGAL DISPLAY UNCLAIMED FUNDS- ADV	
		AD ZMA25-00014 2026-08	
		ZMA26-00001 / 2026-12	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		NOTICE PUBLIC HEARING CNU25-00008	
		ONG-CLSFD LEGAL DISPLAY UNCLAIMED FUNDS- ADV	
		NOTICE PUBLIC HEARING ZMA25-00020	
		NOTICE PUBLIC HEARING CDA26-00002	
		ANX25-00020/2026-06,ANX26 00001/2026-10,ANX25-00	
		NOTICE PUBLIC HEARING CPA25-00011	
		NOTICE PUBLIC HEARING CDA25-00016	
		ONG-CLSFD LEGAL DISPLAY UNCLAIMED FUNDS- ADV	
		NOTICE PUBLIC HEARING CPA26-00001	
		ANX25-00020/2026-06, ANX2 6-00001/2026-10, ANX25-00	
4/24/2026	9108592 PANDADOC,INC.		3,924.00
		ENTERPRISE ANNUAL 2/28/26 - 2/28/27	
4/24/2026	9108593 PEST PATROL OF CENTRAL FLORIDA INC.		305.00
		INSECT TREEATMENT-SHRUBS &TURF	
4/24/2026	9108594 PLANET OBSTACLE, LLC		100.00
	PRE002 SUMMER CAMP	SUMMER CAMP DEPOSIT	
4/24/2026	9108595 POSITIVE PROMOTIONS		1,381.79
		NTW RECOGNITION SHIRTS- DISPATCHERS SHIRTS	
		5-IN-1 4FT CABLE CORD, SUN SHADE - 911 PROMO	
4/24/2026	9108596 PRIMA TAMPA BAY		850.00
		CONFERENCE, ROB GARRETT, T26155	
4/24/2026	9108597 PROMO DIRECT		256.63
		LAPEL PINS-COUNCIL TO DISTRIBUTE	
4/24/2026	9108598 PROPERTY & EVIDENCE ASSOCIATION		900.00
		REGISTRATION, J. MONDELLO CLASS C TRAVEL	
		REGISTRATION, L. OSORIO, CLASS C TRAVEL	
		REGISTRATION, L. OSORIO, CLASS C TRAVEL	
		REGISTRATION, J. MONDELLO CLASS C TRAVEL	
4/24/2026	9108600 PUBLIX SUPER MARKETS, INC.		1,834.68
		CUBANITO, CHK TENDERS, FRUIT-EXPLORER TESTING	
	PRE038 HOME SCHOOL PROGRAMS	LIMA BEANS-SCIENCE	

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	PRE015 SENIOR PROGRAMS	CAKE,LIMES CHEESECAKE, TEA, LEMONADE - CITIZENS ACDM - DC RUIZ WATER-LDSHP OSCEOLA LUNCH CHEESECAKE DOLLY-CITIZENS ACDMY-CHIEF GOERKE SLIM JIM,CRACKERS,CREAMER DONUTS,CUPS,DINNERWARE WIPES, WATER, PAN, SODAS 3/12/26 LUNCH & LEARN PLATTER-VEG, SUBS, CHKN PIZZA ROLLUP-TEAM BLD DIP VARIETY,FRUIT PLATTER WRAPS,CHICKEN SALAD DRESSING-AWARD CEREMONY COOKIES-KINGS CREST MEETING	
4/24/2026	9108601 QUEST DIAGNOSTICS, INC.	QUEST DIAG-J. COOPER ACCIDENTAL CRG, RFND 3/30	13.00
4/24/2026	9108602 RADWELL INTERNATIONAL,INC.	DISPTACH DESK MOTOR REPAIRS	223.00
4/24/2026	9108604 RAPCO SUPPLY	FOIL FLEX,COLTAR-CHISHOLM MOBILE HOME RAP,BARD MOTOR,VOLT,SPEED WO#20146 COPPER,LINE DRIER, COUPLING-FD 31 EPC ELBOW-FD 31 PIPE PROP STAND,FREIGHT- FD 31 ANALOG GAUGE SET,HOSE, VACCUM,BALL VALVE BI-FLO LIQUID LINE DRIER- FD 31 FIELDPIECE ANALOG GAUGE SET- 14-66 HOSE,VACCUM,BALL VALVE FILTER PLEATED-CIVIC CENTER FILTED PLEAED- J.U.F A/C FILTER PLEATED-A/C FILTER PD FAN MOTOR-A/C AT THE POOL WO#20141 LINE COVER- FD 31	5,922.64
4/24/2026	9108605 RAY ALLEN MANUFACTURING, LLC	CHOKE CHAIN COLLAR,BALL ON ROPE-K-9 EQUIPMENT	494.71
4/24/2026	9108606 RECYCLE FLORIDA TODAY, INC.	MEMBERSHIP-GEORGE CEDENO JR 03/19/26-12/15/26	275.00

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4/24/2026	9108607 REEVES COMPANY, INC.	NAME BADGE FOR OFFICERS CLASS A	39.90
4/24/2026	9108608 RENTAL DEPOT OF FLORIDA, LLC	STUMP GRINDER 13HP	198.64
4/24/2026	9108609 RENTAL WORLD OF OSCEOLA, INC.	HAND BLOWER-TRUCK 4-137	142.19
4/24/2026	9108610 RENTAL WORLD OF ST. CLOUD	REPAIR TO POLE SAW & HAND SAW REPAIR TO POLE SAW & HAND SAW MIX STIHL OIL FOR TRUCK TOOLS	628.57
4/24/2026	9108611 REP SERVICES, INC.	SEAT ASSEMBLY	1,674.38
4/24/2026	9108612 RESTAURANT SUPPLY, LLC	CR APPLD INV-741540, RFND ICE MACHINE CREDIT ICE MACHINE REPLACEMENT- COMMUNITY DEVELOPMENT	3,176.89
4/24/2026	9108613 ROBERTS OXYGEN COMPANY, INC.	MILLERMATIC 252-WELDING EQUIPMENT,DELIVERY LINCOLN UNLTRACORE,ALLOYS MILLER STYLE GROOVE	5,098.21
4/24/2026	9108614 ROSETTA STONE LTD.	LANGUAGE LEARNING 3/24/26 - 3/24/27	2,835.00
4/24/2026	9108615 SAFETY-KLEEN SYSTEMS, INC.	MANUAL GUN CLEANER,CHEM, RECOV,CC FEE MANUAL GUN CLEANER,CHEM, RECOV,MANIFEST,CC FEE USED OIL/COOLANT RECOVERY	1,493.11
4/24/2026	9108616 SAM'S CLUB PRE045 PAINT THE CLOUD GREEN	WATER,AAA BATTERIES, CHINET,CUTLERY FOOD FOR SWEARING-IN & PROMOTION CEREMONY PASTRIES, COOKIES, WATER, PLATES, TAXES, VNDR ACDMY PASTRIES, COOKIES, WATER, PLATES, TAXES,VNDR ACDMY PASTRIES, COOKIES, WATER, PLATES, TAXES, VNDR ACDMY	1,267.08

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		MIX VP, CT PATF, BUNS, FOIL - COMMUNITY APREC	
		HOTDOG, BUNS, SNACKS. SPRING BREAK CAMP	
		MIX VP, CT PATF, BUNS, FOIL- COMMUNITY APREC	
4/24/2026	9108617 SCHINDLER ELEVATOR CORPORATION		1,392.67
		ELEVATOR REPAIRS-MARINA BLDG 10/25/25	
4/24/2026	9108618 P-CARD TRAVEL - HOTEL		219.00
		HOTEL, KEITH SABISCH, T26141	
4/24/2026	9108619 SHERWIN-WILLIAMS		1,383.86
		BLUE CHIP,HZGRY,EPOXY- WO#19934	
		SA EXTRA-PAINT-CITY HALL	
		POLY KNIT,NYLON,SCRAPPER, FRAME-TRUCK 14-61	
		PAINT,MARATHON,NYLOX DALE REV FRAME FOR PD-WO#20113	
		PAINT SHUFFLEBOARD- WO# 19714	
4/24/2026	9108620 SHI INTERNATIONAL CORP		3,558.82
		ESD RED HAT ENT-REQ# 086491 01/22/26-01/21/27	
		ADOBE LICENSE SOFTWARE 03/05/26 - 10/14/26	
4/24/2026	9108621 SIGNATURE PROMOTIONAL GROUP, LLC		1,338.00
		DISPATCH CHALLENGE COINS	
4/24/2026	9108622 SITEONE LANDSCAPE SUPPLY LLC		5,596.66
		100 BAGS INFIELDRYING CONDITIONER	
		6-2000 LB TOTE- DURAEDGE INFIELDRYING COND-BALLFIELD	
4/24/2026	9108623 SKY POWERSPORTS SANFORD		401.03
		REPAIR - UNIT 12-479, RO#66439-1	
4/24/2026	9108624 SMARTWAIVER		360.00
		SMARTWAIVER ANN PLAN MAR 20,2026-MAR 20,2027	
4/24/2026	9108625 SOLID WASTE ASSOC. OF NORTH AMERICA		255.00
		SWANA MEMBERSHIP- D. KENT 04/01/26-03/31/27	
4/24/2026	9108626 P-CARD TRAVEL - OTHER EXPENSES		457.40
		STEPHANIE S. T26118- FLIGHTS	

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		FLIGHT-LUGGAGE DCA-MCO, K.LACOE, T26060	
		FLIGHT-LUGGAGE MCO-DCA, K. LACOE, T26060	
4/24/2026	9108627 SOUTHWEST AIRLINES COMPANY		406.59
		FLIGHT, LECEDRIC JOHNSON, T26069	
4/24/2026	9108628 SPACE EXPLORATION TECHNOLOGIES CORP		165.00
		INTERNET SERVICE 02/28/26-03/28/26	
4/24/2026	9108630 SPECTRUM/BRIGHTHOUSE NETWORKS, LLC		9,667.31
		TV SERVICES- 02/26/26-03/25/26	
		TV SERVICES 2/26-3/25/26	
		CABLE SERVICES FS#33 3/19/26 - 4/18/26	
		CABLE SERVICES FS#31 3/19/26 - 4/8/26	
		CABLE SERVICES FS#33 2/17/26 - 3/16/26	
		CABLE SERVICES FS#31 2/19/26 - 3/18/26	
		INTERNET 2/21/26-03/20/26	
		LOCAL PHONE SERVICE 03/01/2026 TO 03/31/2026	
		LOCAL PHONE SERVICE 03/01/2026 TO 03/31/2026	
		INTERNET SERVICES 02/27/2026 TO 03/26/2026	
		LOCAL PHONE SERVICE 03/01/2026 TO 03/31/2026	
		INTERNET SERVICES 02/27/2026 TO 03/26/2026	
		SPECTRUM INVC-02-27-26/ 03-26-26	
		LOCAL PHONE SERVICE 01/01/2026 TO 01/31/2026	
		LOCAL PHONE SERVICE 01/01/2026 TO 01/31/2026	
		LOCAL PHONE SERVICE 01/01/2026 TO 01/31/2026	
4/24/2026	9108631 SPROUT SOCIAL, INC.		3,592.80
		SPROUT SOCIAL SUB RNWL 03/25/26-03/24/27	
4/24/2026	9108632 SSD INTERNATIONAL IC.		4,500.00
		AMMUNITION FOR TRAINING	
4/24/2026	9108633 STANFORD SERVICE & INSTALLATION LLC		217.83
		MAINTENANCE REPAIRS FOR WHEEL BALANCER MACHINE	
4/24/2026	9108634 STAPLES BUSINESS ADVANTAGE		2,142.79
		COPY PAPER,FOLDERS,TISSUE CARDSTOCK	
		65 LBS CARDSTOCK	

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		CRAYOLA, POSTERBOARD FOR CAREER FAIR PR EVENT	
		HP 414A YIELD TONER CARTRIDGE-COOPER PRINTER	
		BATTERY, PENS, SHARPIE, HIGHLIGHTER	
		STAMP FOR OFFICE PAPERWORK	
		RULED PADS, PENS, GLUE, DISPER, SCISSORS, SHARPIE	
		COMM DEV OFFICE PAPER / BLACK TONER-CLAUDIA	
		USB FOR EVIDENCE	
		CHAIR-CAPTAIN MONDELLO	
4/24/2026	9108635 STYLISH PAWZ		145.00
		GEORGE GROOMING	
		GEORGE GROOMING	
4/24/2026	9108636 SUBURBAN PROPANE L.P.		27.84
		PROPANE-FIRE DEPARTMENT FRIARS COVE LANE	
4/24/2026	9108637 SUDDATH WORKPLACE SOLUTIONS		4,239.48
		CH WINDOW RENOVATION MOVE CC TRANSACTION FEE	
4/24/2026	9108638 P-CARD TRAVEL - OTHER EXPENSES		41.90
		GAS, N. SEGARRA, CLASS C TRAVEL	
4/24/2026	9108639 SUNPASS OPERATIONS		94.00
		SUNPASS MINI FOR 3 FLEET VEHICLES	
		TOLL ENFORCEMENT XK3657	
		TOLL VIOLATIONS FOR 9-27/ SUNPASS MINI REPLENISH	
		TOLLS REPLENISH 3/18/26	
4/24/2026	9108640 SURVIVE FIRST, INC.		1,801.05
	PS1803 LAW ENFORCEMENT TRUST	4TH ANN FIRST RSPDR GALA RESOLUTION #2025-176RR	
4/24/2026	9108641 SWANK MOTION PICTURES, INC.		105.00
	PRE015 SENIOR PROGRAMS	TROUBLE WITH THE CURVE MOVIE- 03/18/26	
4/24/2026	9108642 T-MOBILE USA, INC.		6,219.81
		LOCAL PHONE SERVICE 02/01/2026 TO 02/28/2026	
4/24/2026	9108643 TC DESIGN INC.		145.60
		PANT ALTERATIONS-ORLANDO ROSARIO	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		UNIFORM ALTERATIONS - ELIZABETH FRANCOIS PANT ALTERATION - KHENIEL NARVAEZ ALTERATIONS-PANTS RANDY RAMOS LUNA ALTERATIONS - PANTS - ELIZABETH FRANCOIS	
4/24/2026	9108644 TENNANT SALES AND SERVICES COMPANY	PM SERVICE FOR FLOOR MACHINE	190.03
4/24/2026	9108645 THE BANCORP BANK N.A.	LEASE-CHEVY TAHOE LEASE-JEEP CHEROKEE PS0304 MONEY LAUNDERING OPERAT. SCIRS 02/01/25-02/10/27	3,377.00
4/24/2026	9108646 THE GRAPHICS SIGNS & IDENTITIES GRO	BALLFIELD SIGNAGE CM2101 CITY HALL B-A 3RD FL REMD CHAMBER REMODEL ON SITE INSTALL-SMALLER PODIUM FIRE RESCUE SMALL EMBLEM	3,069.50
4/24/2026	9108647 TOI TOI USA, LLC	TOILET RENTAL-THE RANCH 03/06/26-04/02/26 BLU STANDARD-CC FEE 3/2/26-3/29/26 BLU ACCESS & CC FEE 3/04/26-3/31/26 TOILET RENTAL-THE RANCH 02/25/26-03/24/26 TOILET RENTAL-THE RANCH	1,035.15
4/24/2026	9108648 TOWLANDO TOWING & RECOVERY INC.	TOW FOR UNIT 5-113 TOW FOR UNIT 5-95 TOW FOR UNIT 12-401 TOW FOR UNIT 12-366 TOW FOR UNIT 14-28	1,690.16
4/24/2026	9108649 TRACTOR SUPPLY COMPANY	ST BOOTS-JEFF STRAITE RATCHET STRAPS PROPANE FOR SPRING BREAK CAMP COOKOUT. PROPANE REFILL-BALLFIELD FORKLIFT 18-214 K-9 ANTIBACTERIAL SHAMPOO	409.96

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4/24/2026	9108650 TROY FAIN INSURANCE, INC.	NOTARY LICENSE RENEWAL M. LOOPER	114.95
4/24/2026	9108651 P-CARD TRAVEL - OTHER EXPENSES	UBER-C.SOTO T26050,L.LUGO T26049,F.AYALA T26080 UBER-C.SOTO T26050,L.LUGO T26049,F.AYALA T26080	78.88
4/24/2026	9108652 UBIQUITI INC.	UISP CLOUD HOSTING FEB 15-MAR 15, 2026-IT	29.00
4/24/2026	9108653 ULINE, INC.	EVIDENCE LOCKERS, TABLE W/TOP, SHELVES	1,771.43
4/24/2026	9108654 P-CARD TRAVEL - OTHER EXPENSES	FLIGHT, DOUGLAS GOERKE T26151 FLIGHT-SEAT FEE, ROSE TESTERMAN, T26117 FLIGHT-SEAT FEE, ROSE TESTERMAN, T26117 FLIGHT, ROSE TESTERMAN, T26117 FLIGHT-CHANGE FEE, D. ROBERTS, T26146 FLIGHT-CHANGE FEE, D. GOERKE, T26151 FLIGHT, DENISE ROBERTS T26146	1,376.04
4/24/2026	9108655 P-CARD TRAVEL - OTHER EXPENSES	FLIGHT- E.WARGO T26123	464.30
4/24/2026	9108656 UNITED SITE SERVICES OF FLORIDA LLC	PORT-A-POTTIES-SOLDIER SUNDAYS 1/16/26-1/19/26 PORT-A-POTTIES-SC SUNDAYS 1/10/26-1/12/26 +CREDIT	650.00
4/24/2026	9108657 UNITED STATES POSTAL SERVICE	CE25-00635 LETTER MAILED CASE #2025-6-35 INTERNATIONAL MAIL.	33.50
4/24/2026	9108658 UPPCC - UNIVERSAL PUBLIC PURCHASING	CPPB EXAM-DEMETRIUS S CLASS C TRAINING UPPCC CERT, R. STAYER NO TVL REQ CPPB EXAMS, RICKY STAYER, NO TVL REQ	940.00
4/24/2026	9108659 UPS STORE, THE		92.89

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		FORENSIC UNIT EVIDENCE PACKAGE SHIPPING IMMIGRATION-CUSTOM I.D. CARD FOR FORMER OFFICER	
4/24/2026	9108660 VANDER POL NURSERY		637.50
		PLANTS PLANTS	
4/24/2026	9108661 VERIZON WIRELESS		750.80
		LOCAL PHONE SERVICE-EOM 01/24/2026 TO 02/23/2026	
4/24/2026	9108662 W.W. GRAINGER, INC.		577.49
		AIR DIVERTER-BUILDING CITY HALL-WO#19964 BATTERIES, EAR PLUGS	
4/24/2026	9108665 WAL-MART COMMUNITY		1,689.65
	PRE045 PAINT THE CLOUD GREEN	LIGHT BAR,STAPLER,TARP	
	PRE013 SPRING FESTIVAL	EASTER BASKETS FOR GOLDEN EGGS AT SPRING FESTIVAL BREAD, MILO LMN, GV TEA, CARROT-AWARDS CEREMONY	
	PRE015 SENIOR PROGRAMS	EASTER GARLAND VACUUM BELT - FS 31	
	PRE013 SPRING FESTIVAL	900-EASTER EGGS -SPRING FESTIVAL	
	PRE038 HOME SCHOOL PROGRAMS	OIL,WATER,MINI MARSH- HOMESCHOOL UNIV HAM BLK - POLICE OPS EQUIPTMENT COFFEE MAKER, BUG TRAPS FOR OFFICE SET 10/6QT,STOR BOX-FS 31 PANTS-ARIEL DE JESUS COFFEE MACHINE RPMT PANTS-WALDEMAR JIMENEZ NG VRTY, CHOC SUG, CHWY ENT BLB-VENDOR ACADEMY TAPE. CURTAIN ROD, BLACKOUT DRAPES- PROGRESS LANE CR APPLD 08094, RFND GAMES - YAHTZEE JUMBO,CARDINAL,BASKETS, PAPER SHRED,GAMES,POKER JARS 5-GAL WATER JUGS EXCHANGE WATER JUG REFILL-FIRE HQ	
4/24/2026	9108666 WALGREEN CO.		93.92
		RUSSELL STOVER,HERSHEY, DOVE,GUSSETT-COUNCIL MTNG	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
4/24/2026	9108667 WAWA, INC.	FUEL FOR ENGINE 33 FUEL FOR FS31	162.54
4/24/2026	9108668 WAX MONKEY DETAIL SHOP	UNIT 12-430 CLEANING UNIT 12-449 CLEANING INTERIOR/EXTERIOR WASH UNIT 12-438	245.40
4/24/2026	9108669 WEDDING VENUE MAP LLC	THE RANCH MARKETING	1,500.00
4/24/2026	9108670 YAYA CREATION INC	TABLECLOTH FOR VENDOR ACADEMY	149.86
4/24/2026	9108671 ZOOM VIDEO COMMUNICATIONS, INC.	CLOUD RECORDING 03/08/26-04/07/26	40.00
4/24/2026	9108672 ZOPAX INSPECTIONS AND SERVICE, LLC	BACKFLOW REPAIRS FS#33 BACKFLOW REPLACEMENT PD BACKFLOW REPAIR PEGHORN BACKFLOW REPAIR FS#32	2,555.00
4/24/2026	9108673 24HOURWRISTBANDS.COM	AUTO SAFETY TOOL-CET EVNT PRE005 WORLDS LARGEST SWIM LESSN WALL TUMBLER,TOTE BAGS, LANYARDS,DISCS,PENS PRE007 4TH OF JULY CELEBRATION HAND FANS- 7-4-2026 PRE007 4TH OF JULY CELEBRATION COLLAPSIBLE COOLIES,CAN COOLIES 7/4/26	3,474.87
4/24/2026	9108674 360TRAINING.COM, INC.	OSHA ONLINE SAFETY TRAINING - R. GARRETT	159.99
4/24/2026	9108675 4ALLPROMOS	BANDAGE POUCH - COMMUNITY GIVEAWAYS TOTE BAG - COMMUNITY GIVEAWAYS CIRLCE MAGNETS-COMMUNITY GIVEAWAYS SPECKLE PEN - COMMUNITY GIVEAWAYS	2,693.93

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		RUBBER DUCKS - COMMUNITY GIVEAWAYS	
		STICKY NOTES-COMMUNITY GIVEAWAYS	
4/24/2026	9108676 5.11 TACTICAL		652.00
		UNIFORM PANTS-CHRIS ELBON	
		UNIFORM PANTS-OMAR CRUZ	
		UNIFORM PANTS- ADA PLAZA NIEVES	
4/24/2026	9108677 P-CARD TRAVEL - OTHER EXPENSES		57.79
	PS0304 MONEY LAUNDERING OPERAT.	FUEL FOR SCIRS LEASE	
4/24/2026	9108678 P-CARD TRAVEL - OTHER EXPENSES		24.02
		FUEL, D. ROBERTS, T26146	
4/29/2026	9108988 P-CARD TRAVEL - REGISTRATION		-300.00
		CR APPLD 1069,RFND VMWARE EXPLORE 2026 CONF T26196	
	Grand Total		9,595,047