

St. Cloud City Council Regular Meeting
Thursday, August 14, 2025
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

- Presentation of Employee of the Month to Jay M. Bemiller
- Presentation of state funding to the city by State Senator Arrington and State Representative Stark
- Presentation by Chris Carmody, City's Lobbyist

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. 2025-066R, a resolution of the City Council of the City of St. Cloud,

Florida, entering an agreement with Osceola County and 5th Elevation CW, LLC for the design, permitting, right of way dedication, and construction of framework road adjacent to the Amavi development; providing for mobility fee credits and authorizing the Mayor to execute this agreement and providing an effective date.

COST: The City agrees to provide up to \$1,206,669.59 in mobility fee credits to fund roadway improvements to Avenue G.

This item is to authorize the Mayor to execute a Tri-Party Agreement between Osceola County, 5th Elevation CW, LLC, and the City of St. Cloud. The property is currently inside City limits.

- 2) Resolution No. 2025-072R, a resolution of the City Council of the City of St. Cloud, Florida, entering an agreement with Osceola County, Narcoossee Land Ventures, LLC and Live Oak Lake Community Development District for the design, permitting, construction of roadway improvements to Hickory Tree Road, Alligator Lake Road, and Nolte Road, conveyance of right-of-way and stormwater retention ponds; providing for mobility fee credits and authorizing the Mayor to execute this agreement and providing an effective date.

COST: The City agrees to provide \$1,996,754.49 in mobility fee credits to fund the roadway improvements to Hickory Tree Road, Alligator Lake Road, and Nolte Road.

This item is to authorize the Mayor to execute an Interlocal Agreement between Osceola County, Narcoossee Land Ventures, LLC, Live Oak Lake Community Development District, and the City of St. Cloud. These properties are currently inside city limits.

- 3) Resolution No. 2025-118R, a resolution of the City Council of the City of St. Cloud, Florida, entering an agreement with Osceola County, American Saint Cloud Investments LLC, Taylor Morrison of Florida Incorporated, and KB Home Orlando LLC, for the design, permitting, and construction of roadway improvements to Sylewood Boulevard/Mildred Bass and conveyance of right-of-way; providing for mobility fee credits to be provided by Osceola County until and if the subject property is annexed into the City and authorizing the Mayor to execute this agreement and providing an effective date.

COST: No cost to the city unless the property is annexed during construction. The City and County agree to \$5,593,954.82 in mobility fee credits to fund the roadway improvements to Hickory Tree Road, Alligator Lake Road, and Nolte Road.

This item is to authorize the Mayor to execute a Tri-Party Agreement between Osceola County, American Saint Cloud Investments LLC, Taylor Morrison of Florida Incorporated, and KB Home Orlando LLC, and the City of St. Cloud. The property is within the Joint Planning Area (JPA) and not contiguous to City limits.

- 4) Resolution No. 2025-087R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing and directing the City Manager to enter into a first amendment to and extension of the continuing contracts between the City of St. Cloud and Ayres Associates, Inc., G-A-I Consultants, Inc., Klavon Design Associates, Inc., RVi

Planning + Landscape Architecture, Inc., and Vanasse Hangen Brustlin, Inc. for Continuing Planning and Landscape Architectural Services, and providing an effective date.

COST: Undetermined at this time as services are provided on an as-needed basis.

This contract will be utilized by the various departments on an as-needed basis from various approved projects and budgeted expenditure accounts.

This item is to approve the extension of the agreements for continuing planning and landscape architectural services on an as-needed basis.

- 5) Resolution No. 2025-101R, 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. 2025-059, to Jim's Complete Construction, LLC, whose subject matter is Roof Repairs and Replacement Due to Hurricane Damage, authorizing the City Manager to approve change orders without increasing the approved project budget, and providing an effective date.

COST: up to \$239,750.00

This item is to award a contract with Jim's Complete Construction, LLC for roof repairs for the stilt house located at 1375 South Lake Avenue, St. Cloud, Florida 34769 and a roof replacement for the Fire Department Administration Building located at 3101C Progress Lane, St. Cloud, Florida 34772.

- 6) Resolution No. 2025-121R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the Mayor to sign a letter on behalf of the City of St. Cloud City Council in approval of Osceola County's distribution of funds from the Florida Department of Law Enforcement (FDLE), Office of Criminal Justice (OCJ) FY2024 Edward Byrne Memorial Justice Assistance Grant (JAG).

COST: No cost associated with this item.

This item is to authorize the Mayor to sign the 51% letter approving the disbursement recommendations of the County's allocation for the FY2024 Edward Byrne Memorial Justice Assistance Grant (JAG) on behalf of the City of St. Cloud City Council.

- 7) Resolution No. 2025-127R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the grant application by the City of St. Cloud under the FY2025 Resilient Florida Program Grant from the State of Florida through the Department of Environmental Protection for the City of St. Cloud City-wide Vulnerability Assessment and Adaptation Plan Update and authorizing the City Manager and authorizing the Grants Division or designee to submit the application, and the City Manager to execute and implement all other documents associated with the implementation and execution of the grant and providing an effective date.

COST: up to \$180,000.00 (Project Cost: \$180,000.00 estimated / State Share: \$180,000.00 estimated/ City Match: \$0)

This item is to authorize submitting an application for the 2025 Resilient Florida Program to update the Vulnerability Assessment and Adaptation Plan.

- 8) Resolution 2025-106R, a resolution of the City Council of the City of St. Cloud, Florida, accepting and adopting the Mt. Peace Cemetery Inscribed Brick Program Policy, establishing the criteria and cost of purchase and providing an effective date.
COST: No cost associated with this item.
This item is to adopt Mt. Peace Cemetery Inscribed Brick Program Policy.
- 9) Resolution No. 2025-107R, a resolution of the City Council of the City of St. Cloud, Florida, adopting the Osceola County Comprehensive Emergency Management Plan.
COST: No cost associated with this item.
This item is to adopt the 2025 Osceola County Comprehensive Emergency Management Plan.
- 10) Resolution No. 2025-110R, a resolution of the City Council of the City of St. Cloud, Florida, amending the schedule of fees and charges pursuant to part II City Code, Chapter 10 – Buildings and Building Regulations, Section 10-3 – Permit and Permit Fee required and amending part III of the Land Development Code, Chapter 1 – General Provision, Administration, and Boards and Commissions, 1.2.8 – Fees and Charges; repealing all resolutions in conflict and providing an effective date.
COST: No cost associated with this item.
This item is to amend the fees schedule for the Building Department by adjusting devices on Fire sprinkler and Fire alarm permit types from 10 to 20 devices. Adding Public Works plan review fees to Demolition Residential and Commercial permits. Adding Multi-family Mechanical, Plumbing, Electrical and Gas sub permit fee to all multifamily permits calculated by unit. Updated timeframe on masterplan permits from one year to the length of the current code cycle and increased the fee. permit extensions and renewals will now incur administrative fees of DCA, DBPR, Tech and Fire Admin Fees when applicable. All changes will take effect on October 1, 2025.
- 11) Resolution No. 2025-114R, 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.
- 12) Resolution No. 2025-115R, a resolution of the City Council of the City of St. Cloud, Florida, amending Resolution 2021-002R adopted in accordance with Florida Statute 218.415 for adoption of an Investment Policy for administering Ordinance 2001-24 (City Charter Article V Section 2-150) and providing an effective date.
COST: No cost associated with this item
This item is to amend Resolution 2021-002R and adopt an Investment Policy.
- 13) Resolution No. 2025-119R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the City Manager to enter into agreements with GAFS Co., GrantWorks, Inc., Hale Innovation, LLC, Holist Consulting Group, LLC, Langton Associates, Inc., The Ferguson Group, LLC, and TriMerge Consulting Group, P.A.,

per Request for Proposal (RFP) No. 2025-083 Grant Consulting Services, and providing an effective date.

COST: Undetermined at this time as goods and services are provided on a task authorization basis. These contracts will be utilized by various departments on an as-needed basis for various approved projects and budgeted expenditure accounts.

This item is to authorize the City Manager to enter into agreements for grant consulting services.

- 14) Resolution No. 2025-124R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the City Manager to enter into agreements with Civitas, LLC and Langton Associates, Inc., per Request for Proposal (RFP) 2025-116 Housing and Community Development Strategic Consulting Services, and providing an effective date.

COST: Undetermined at this time as goods and services are provided on a task authorization basis. These contracts will be utilized for consultant services on an as-needed basis for various approved projects and budgeted expenditure accounts.

This item is to approve an agreement with Civitas, LLC, dba Civitas Community Development, LLC and Langton Associates, Inc., for RFP No. 2025-116 Housing and Community Development Strategic Consulting Services.

- 15) Resolution No. 2025-120R, 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 Ten-8 Fire and Safety, LLC, for repair services for Pierce fire vehicles, 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 Pierce fire vehicles, 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 Pierce fire vehicles with Ten-8 Fire and Safety, LLC, exclusive dealer for sales, service, parts and warranty of custom and commercial fire apparatus in the states of Florida and Georgia.

- 16) Resolution No. 2025-126R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the termination of that certain agreement dated November 8, 2022, between the City of St. Cloud and Dynamix Consulting Group, LLC, whose subject matter is Standards of Cover and Deployment Analysis, and providing an effective date.

COST: No cost associated with this item.

This item is to terminate the agreement with Dynamix Consulting Group, LLC effective August 14, 2025.

- 17) Resolution No. 2025-129R, 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 Partin Triangle Neighborhood Park, and assignment of that certain agreement between Osceola County and A-

Ultimate Airboat & Eco Tours, LLC D/B/A Marsh Landing Adventures, LLC providing an effective date.

COST: The city will be responsible for the maintenance of the park and has budgeted \$19,500.00 per year.

This item is to authorize the Mayor to execute an Agreement between Osceola County and the City of St. Cloud.

- 18) Request City Council's approval of a Preliminary Subdivision Plan for Nolte Rd Townhomes, PSP24-00002.

COST: No cost associated with this item.

This item is to approve the Preliminary Subdivision Plan for Nolte Rd Townhomes, which contains 66 lots for single-family attached townhomes on approximately +/- 8.42 acres of land located north of Brave Ln, east of Independence Ln, and west of Old Canoe Creek Rd.

- 19) Request City Council's approval of a Preliminary Subdivision Plan for Nova Ridge, PSP25-00001.

COST: No cost associated with this item.

This item is to approve the Preliminary Subdivision Plan for Nova Ridge, which contains 75 lots for single-family detached homes on approximately +/- 30.4 acres of land located northwest of Nova Road and east of Shaker Palm Place.

- 20) Minutes: November 14, 2024 / Regular Meeting; December 12, 2024 / Regular Meeting; January 9, 2024 / Regular Meeting; February 13, 2025 / Regular Meeting; March 13, 2025 / Regular Meeting; April 10, 2025 / Regular Meeting

VIII. Citizens Forum

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

IX. Public Hearings

- 1) **PUBLIC HEARING FOR RESOLUTION NO. 2025-100R**, a resolution of the City Council of the City of St. Cloud, Florida amending Resolution Number 2024-120R which adopted the fiscal year 2024/2025 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. 2025-100R**

X. Council Action

- 1) Discussion and possible action regarding the appeal for the Parking Determination of

Neptune Road Apartments Project # PRK25-00001. The subject property is located north of 13th Street, south of Neptune Road, east of Old Canoe Creek Road and west of Sergeant Graham Road.

- 2) Request Council's approval for the reduction of a Code Enforcement lien filed in the amount of \$120,592.90 in accrued fines to \$48,785.80, to be paid within 30 days of the Council meeting.

COST: City administrative cost of \$342.90 is included with recommended reduction

This item is to approve a requested lien reduction for property at 4201

Lavendar Way, consistent with City Manager and Special Magistrate recommendation of \$48,785.80.

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. 2025-54, 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 +/- 61.698 acres identified as City Parks Rezoning, Project #ZMA25-00006, from "P" Professional to "OR" Open Space/Recreation located at 1104 Lakeshore Boulevard, 317 Delaware Avenue, 300 Georgia Avenue, and 1201 13th Street, providing for entering the designation on the official Zoning Map, filing of the Planning Commission recommendation and proof of publication, severability, and effective date. (Above is full title) (Final Public Hearing will be heard on September 11, 2025) Action on Ordinance No. 2025-54 (This is a Quasi-Judicial proceeding)
- 2) First Reading and Introduction for Ordinance No. 2025-55, 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 +/- 24.317 acres identified as Stephanie Leigh Rothstein Memorial Park Rezoning, Project #ZMA25-00008, from "A" Agriculture to "OR" Open Space/Recreation located at 2701 Missouri 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) (Final Public Hearing will be heard on September 11, 2025) Action on Ordinance No. 2025-55 (This is a Quasi-Judicial proceeding)
- 3) First Reading and Introduction for Ordinance No. 2025-56, 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 +/- 0.118 acres identified as Rummell Road Rezoning, Project #ZMA25-00009, from "R-1A" Single Family Dwelling to "OR" Open Space/Recreation generally located on the southeast corner of Rummell Road and Eastern 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) (Final Public Hearing will be heard on September 11, 2025) Action on Ordinance No. 2025-56 (This is a Quasi-Judicial proceeding)

- 4) First Reading and Introduction for Ordinance No. 2025-57, 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 +/- 0.97 acres identified as Cannery Park Rezoning, Project #ZMA25-00010, from "R-2" Single & Two-Family Dwelling to "OR" Open Space/Recreation located at 901 Virginia 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) (Final Public Hearing will be heard on September 11, 2025) Action on Ordinance No. 2025-57 (This is a Quasi-Judicial proceeding)
- 5) First Reading and Introduction for Ordinance No. 2025-59, 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 +/- 1.95 acres identified as DMI Business Park Phase 2, Project #ZMA25-00005, from "R-1A" Single Family Dwelling to "I-1" Industrial located at 1505 Orange 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) (Final Public Hearing will be heard on September 11, 2025) Action on Ordinance No. 2025-59 (This is a Quasi-Judicial proceeding)
- 6) First Reading and Introduction for Ordinance No. 2025-61, an ordinance of the City Council of the City of St. Cloud, Florida to annex into the City of St. Cloud approximately +/- 9.04 acres identified as Grace Community Church, Project #ANX25-00017, generally located north of East Irlo Bronson Memorial Highway, east of Nova Road, south of Lake Lizzie Drive and west of Bradley Drive; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes. (Above is full title) (Final Public Hearing will be heard on September 11, 2025) Action on Ordinance No. 2025-61
- 7) First Reading and Introduction for Ordinance No. 2025-62, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation to approximately +/- 9.04 acres identified as Grace Community Church, Project #CPA25-00007, generally located north of East Irlo Bronson Memorial Highway, east of Nova Road, south of Lake Lizzie Drive and west of Bradley Drive from

Community Center (County) to Community Center (City), providing for amending the official Future Land Use Map of the Comprehensive Plan, filing of the Planning Commission recommendation and proof of publication, applicability and effect, severability, copies on file and effective date. (Above is full title) (Final Public Hearing will be heard on September 11, 2025) Action on Ordinance No. 2025-62

- 8) First Reading and Introduction for Ordinance No. 2025-63, 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 City of St. Cloud, Florida, specifically, changing the zoning designation of approximately +/- 9.04 acres identified as Grace Community Church, Project #ZMA25-00011, from “CCP” Community Center Perimeter (County) to “CCP” Community Center Perimeter (City) generally located north of East Irlo Bronson Memorial Highway, east of Nova Road, south of Lake Lizzie Drive 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) (Final Public Hearing will be heard on September 11, 2025) Action on Ordinance No. 2025-63 (This is a Quasi-Judicial proceeding)
- 9) First Reading and Introduction for Ordinance No. 2025-64, an ordinance of the City Council of the City of St. Cloud, Florida, amending Chapter 3, “Performance and Siting Standards” of the Land Development Code, by amending Article 15, titled “Supplemental Regulations” by amending Section 3.15.12 “Classification of Annexed Land.”, identified as LDC Table of Classified Lands Update, Project # CCA25-00004, providing for severability, scrivener’s errors, conflict, administrative correction, codification, publication, and an effective date.(Above is full title) (Final Public Hearing will be heard on September 11, 2025) Action on Ordinance No. 2025-64
- 10) First Reading and Introduction for Ordinance No. 2025-65, an ordinance of the City Council of the City of St. Cloud, Florida, amending Chapter 3, “Performance and Siting Standards” of the Land Development Code, by adding a new article, titled “Article 12, Urban Infill Centers”, identified as Urban Infill Centers LDC Update, Project # CCA25-00005, providing for Urban Infill Centers Standards and also includes severability, scrivener’s errors, conflict, administrative correction, codification, publication, and an effective date.(Above is full title) (Final Public Hearing will be heard on September 11, 2025) Action on Ordinance No. 2025-65

XII. City Attorney

XIII. City Manager

XIV. Mayor and Council Members

XV. Information Section and Report Section

- 1) Thursday, August 21, 2025 – City Council Workshop – 9:00 a.m. @ City Hall,

Council Chambers

Monday, September 1, 2025 – City offices closed in observance of Labor Day

Thursday, September 11, 2025 – City Council Meeting – 6:30 p.m. @ City Hall,
Council Chambers

2) FY24-25 Business Plan Report: Quarter 3

Reports:

Warrant List # 10 FY 25

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), prior to the meeting. (FS 286.26) City Clerk Ivy Llauro, 1300 9th Street, St. Cloud, FL. Phone 407-957-7300



Meeting: August 14, 2025

Agenda Item Type: Presentations Employee of the Month to Jay M. Bemiller

Human Resources Agenda Item:

Presentation of Employee of the Month to Jay M. Bemiller

Strategic Key Focus Areas:

High-Performing Government

Background Information:

Maryemma Bachelder will be presenting Employee of the Month for the month of August to Jay M. Bemiller.

Legal Authority:

City of St Cloud Code Section 32-3

Budget and Recommendation:

Recommend approval for this item

No costs associated with this item

Finance Director's Comments:

N/A

Procurement Director's Comments:

N/A

City Manager's Comments:

City Council Action:

Final Action 08/14/2025

Attachments:

None



Meeting: August 14, 2025

Agenda Item Type: Presentations Presentation
by Senator Arrington and Representative Stark

City Clerk Agenda Item:

Presentation of state funding to the city by State Senator Arrington and State Representative Stark

Strategic Key Focus Areas:

Background Information:

Legal Authority:

Budget and Recommendation:

Finance Director's Comments:

Procurement Director's Comments:

City Manager's Comments:

City Council Action:

Attachments:

None



Meeting: August 14, 2025

Agenda Item Type: Presentations Presentation
by the City's Lobbyist

City Clerk Agenda Item:

Presentation by Chris Carmody, City's Lobbyist

Strategic Key Focus Areas:

Background Information:

Legal Authority:

Budget and Recommendation:

Finance Director's Comments:

Procurement Director's Comments:

City Manager's Comments:

City Council Action:

Attachments:

None



Meeting: August 14, 2025

Agenda Item Type: Consent Agenda
Resolution No. 2025-066R

Community Development Agenda Item:

Resolution No. 2025-066R, a resolution of the City Council of the City of St. Cloud, Florida, entering an agreement with Osceola County and 5th Elevation CW, LLC for the design, permitting, right of way dedication, and construction of framework road adjacent to the Amavi development; providing for mobility fee credits and authorizing the Mayor to execute this agreement and providing an effective date.

COST: The City agrees to provide up to \$1,206,669.59 in mobility fee credits to fund roadway improvements to Avenue G.

This item is to authorize the Mayor to execute a Tri-Party Agreement between Osceola County, 5th Elevation CW, LLC, and the City of St. Cloud. The property is currently inside City limits.

Strategic Key Focus Areas:

Reliable Transportation Network

Background Information:

The applicant is developing a property generally located south of Clay Whaley Road and east of Kissimmee Park Road known as Amavi. The 2045 Framework Street Map adopted by the City recognizes Avenue G as a framework street and essential to the improvement of the transportation network in the area.

Under the agreement, the developer is responsible for the design, permitting, right-of-way dedication, and construction of an approximately 99-foot roadway section along the west boundary of the Project on Avenue G, from the south side of Clay Whaley Road to the south boundary line of the Property. The total construction cost, including right-of-way, is \$3,499,336.28 and the jurisdiction's responsibility is \$1,206,669.59.

The City and the County have determined that a portion of the costs associated with the construction of the identified framework road and the value of the right of way conveyances are eligible for mobility fee credits in accordance with each of the Mobility Fee Ordinances. Mobility fee credits provided for construction costs will be based on actual expenditures, with credits provided after verification. The tri-party agreement ensures that roadway improvements will accommodate additional capacity beyond the Developer's immediate project needs, benefiting the overall transportation infrastructure in the area.

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:

COST:

Mobility Fee Credits: The City agrees to provide mobility fee credits for the roadway improvements on Avenue G (\$1,206,669.59).

- Mobility Fees Generated: \$2,596,202.96
- Mobility Fee Credits Provided: \$1,206,669.59 (46%)
- Remaining Fees to Jurisdiction: \$1,389,533.37 (54%)
- Mobility Fees to City: \$1,111,626.70 (43%)
- Mobility Fees to County: \$277,906.67 (11%)

Staff recommends **APPROVAL** for the City to enter into a Tri-Party Agreement between 5th Elevation CW, LLC, Osceola County, and the City of St. Cloud to provide mobility fee credits for the design, permitting, right-of-way dedication, and construction.

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:

8/14/25- Final Action

Attachments:

1. DVA24-00009 - Staff Memo CC 081425
2. DVA24-00009 - Resolution 2025-066R
3. DVA24-00009 - 5th Elevation Clay Whaley Exhibit A



**MEMORANDUM REPORT
FOR CITY COUNCIL MEETING - ON AUGUST 14, 2025**

To: Mayor Robertson and City Council Members
From: Tammy Reque, AICP, Mobility & Special Projects Manager
Thru: Melissa Dunklin, Community Development Director
Subject: Resolution No. 2025-066R
Date: August 14, 2025

REQUEST:

This item is to authorize the Mayor to execute a Tri-Party Agreement between Osceola County, 5th Elevation CW, LLC, and the City of St. Cloud. The property is currently inside City limits.

BACKGROUND:

The applicant is developing a property generally located south of Clay Whaley Road and east of Kissimmee Park Road known as Amavi. The 2045 Framework Street Map adopted by the City recognizes Avenue G as a framework street and essential to the improvement of the transportation network in the area.

Under the agreement, the developer is responsible for the design, permitting, right-of-way dedication, and construction of an approximately 99-foot roadway section along the west boundary of the Project on Avenue G, from the south side of Clay Whaley Road to the south boundary line of the Property. The total construction cost, including right-of-way, is \$3,499,336.28 and the jurisdiction's responsibility is \$1,206,669.59.

The City and the County have determined that a portion of the costs associated with the construction of the identified framework road and the value of the right of way conveyances are eligible for mobility fee credits in accordance with each of the Mobility Fee Ordinances.

Mobility fee credits provided for construction costs will be based on actual expenditures, with credits provided after verification. The tri-party agreement ensures that roadway improvements will accommodate additional capacity beyond the Developer's immediate project needs, benefiting the overall transportation infrastructure in the area.

COST:

The proposed agreement includes the following:

- **Mobility Fee Credits:** The City agrees to provide mobility fee credits for the roadway improvements on Avenue G (\$1,206,669.59).



Estimated Mobility Fees Generated*				
Category	Development Program	Mobility Fee Unit	Mobility Fee (unit rate)	Total
Single Family (Attached)	236 units	236	\$ 11,000.86	\$ 2,596,202.96
*Mobility fee charged at building permit issuance, fee subject to change based on current rate at the time of the permit issuance				

	Dollar Amount	Percentage of Total Mobility Fees Generated
Mobility Fees Generated	\$ 2,596,202.96	
Mobility Fee Credit/Reimbursement for Framework Road Construction	\$ 1,206,669.59	46%
Remaining Fees to Jurisdiction	\$ 1,389,533.37	54%
Mobility Fees to City	\$ 1,111,626.70	43%
Mobility Fees to County	\$ 277,906.67	11%

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** for the City to enter a Tri-Party Agreement between 5th Elevation CW, LLC, Osceola County, and the City of St. Cloud to provide mobility fee credits for roadway improvements.

Attachments:

- Resolution No. 2025-066R
- Exhibit A: Tri-Party Roadway Improvements 5th Elevation Clay Whaley

RESOLUTION NUMBER 2025-066R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, ENTERING AN AGREEMENT WITH OSCEOLA COUNTY AND 5th ELEVATION CW, LLC FOR THE DESIGN, PERMITTING, RIGHT OF WAY DEDICATION, AND CONSTRUCTION OF FRAMEWORK ROAD ADJACENT TO THE AMAVI DEVELOPMENT; PROVIDING FOR MOBILITY FEE CREDITS AND AUTHORIZING THE MAYOR TO EXECUTE THIS AGREEMENT AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the property subject to this Agreement is currently located inside the City limits and it lies within the Joint Planning Area (JPA) with Osceola County; and

WHEREAS, the Developer agrees to make off-site roadway improvements to support the overall transportation network; and

WHEREAS, the Project approval conditions require Avenue G to be built to framework street standards.

SECTION I. The City Council of the City of St. Cloud hereby approves an agreement with Osceola County and 5th Elevation CW, LLC for mobility fee credits.

SECTION II. The City Council of the City of St. Cloud, hereby approves and authorizes the Mayor to execute the agreement set forth in Exhibit “A” hereto.

SECTION 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 14th day of August 2025.

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

Return To:

Nelson Mullins Riley & Scarborough LLP
Attn: Jo O. Thacker, Esquire
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801

5TH ELEVATION CW LLC
TRI-PARTY DEVELOPMENT AGREEMENT

THIS AGREEMENT (this “**Agreement**”) is made and entered into as of the Effective Date (defined below) by and among the **CITY OF ST. CLOUD, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 1300 9th Street, St. Cloud, FL 34769 (the “**City**”), **OSCEOLA COUNTY**, a political subdivision of the State of Florida, whose address is 1 Courthouse Square, Suite 1100, Kissimmee, Florida 34744 (the “**County**”) and **5TH ELEVATION CW LLC**, a Florida limited liability company, whose address is 9101 Point Cypress Drive, Orlando, Florida 32836 (or any subsequent successors or assigns, including successors-in-title, either individually or collectively, which may include a community development district or districts for portions of the Property as described herein, as the context requires or permits, the “**Developer**”). The City and County may be collectively referred to as the Jurisdictions or Jurisdiction. Developer, City, and County may be collectively referred to as the Parties.

RECITALS:

A. Developer is developing The Amavi at St. Cloud project (the “**Project**”) on approximately 28.89 acres of real property identified by Parcel Identification Number 21-26-30-0000-0020-0000 situated in Osceola County as is more specifically described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Property**”).

B. County has approved CP22-00002 and PS22-00038 (collectively, all referred to as the “**Approvals**”).

C. Developer previously submitted and City approved a Traffic Impact Analysis (the “**TIA**”) that calculated the Project’s impacts on various traffic facilities in the region.

D. In connection with the Project and in compliance with Approvals, Developer shall facilitate the design, permitting, and construction of the on-site framework street along the west boundary of the Property, Avenue G, for mobility fee credits or cash from the Jurisdictions, at their sole discretion, as well as off-site access improvements on Clay Whaley Road hereunder which is not eligible for reimbursement, as more particularly shown on **Exhibit “B”** attached hereto and incorporated herein by this reference (the “**Roadway Improvements**”).

E. In furtherance of the development of the Project, the parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions under which either Mobility Fee Credits at the Jurisdictions' sole discretion will be provided to the Developer for the Roadway Improvements that provide additional mobility capacity over that required to serve the Project.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged by the parties hereto, the parties agree as follows:

1. **Recitals.** All of the recitals contained herein are true and correct and are incorporated herein and made a part hereof by this reference.

2. **Effective Date.** This Agreement shall become effective upon the execution of this Agreement by the parties, using the last date of execution as the Effective Date.

3. **Roadway Improvements.** The Parties agree that identified framework road is critical for the successful development of the Property and the overall County transportation network beyond the Project. Developer shall be responsible to construct the identified framework road and improvements by 2027 as set forth in **Composite Exhibit "B"** attached hereto and incorporated herein, subject to other terms of this Agreement. In exchange for mobility fee credits from the Jurisdictions, at their sole discretion, a 99-foot roadway section along the west boundary of the Project on Avenue G from the South side of Clay Whaley Road to the south boundary line of the Property will be provided which includes a two-lane divided Avenue with landscaping in the median, widened concrete sidewalk on the west side, 7' bike lanes on both sides, and parallel parking on both sides (with parking on the east side in the initial phase of construction) of Avenue G typical section as set forth in **Exhibit "B"**. Utilities will be coordinated with the construction of the Roadway Improvements.

Developer shall be responsible for the design, permitting, mitigation, construction and CEI services of the Roadway Improvements, including, but not limited to, all associated stormwater management areas, sidewalks, lighting, landscaping, inspections and certification costs, as more particularly shown on **Exhibit "C"** attached hereto and incorporated herein by this reference (the "**Construction Costs**"), as public facilities, recognizing that such stormwater management areas may be joint use areas as reasonably determined by the Developer, subject to the applicable Jurisdiction's review process. The Developer shall obtain all necessary regulatory approvals and permits required to construct the Roadway Improvements and shall comply with all applicable local, state and federal regulations and requirements, which may include the Osceola County Land Development Code or the City of St. Cloud Land Development Code and the Approvals (the "**Applicable Law**"). The appropriate Jurisdiction agrees to cooperate with and timely provide any agent authorizations or other permitting forms which may be applicable. In the event the approved development program increases or decreases via a major Approval amendment, approved by either Jurisdiction, the necessary Roadway Improvements may be adjusted, if applicable, by amendment to this Agreement. In addition, the Jurisdictions agree that the Developer shall only be required for any other off-site improvements, including without limitation, intersection improvements, traffic

signals or turn lanes, if such are required by the TIA, provided that there are no further changes to the development program.

4. **Utilities.** To the extent necessary, the Parties agree to cooperate with each other to cause the design, permitting and construction of the utilities in sufficient capacities to serve the Project in conjunction with the Roadway Improvements in accordance with development Approvals.

5. **Method of Reimbursement.**

A. **Right of Way.** The Jurisdictions agree that the Developer shall be entitled to receive mobility fee credits for right of way over and above the baseline in the amount per acre as set forth in this Section for Avenue G by deed or plat. The determination of mobility fee credits shall be determined by the Jurisdictions at the time of the conveyance of the right of way. The mobility fee credit shall be based on a maximum cost of \$327,000 per acre for the right of way. The Parties agree that the maximum value of the right of way shall adjust annually based on the percentage adjustment of values in Osceola County as determined annually by the Osceola County Property Appraiser. Provided, however, that the City or the County shall have the option at the time of conveyance of the right of way to have the property appraised as provided herein. Within ten (10) business days of notification of the anticipated conveyance date for the property as determined by the applicable jurisdiction, the applicable jurisdiction and the Developer shall jointly appoint a qualified, independent Florida Licensed appraiser with expertise in valuing unimproved real property zoned residential or mixed-use. If the applicable Parties cannot agree on a single appraiser within ten (10) business days, each party shall appoint one appraiser, and the two appointed appraisers shall jointly select a third appraiser. The cost of the appraisal shall be equally borne by the applicable parties. The final value of the right of way shall be based on the appraisal of the property at its unimproved value, if obtained, but shall not exceed the maximum amount above as adjusted. The acreages are provided in **Exhibit “ C”** as described below.

B. **Mobility Fee Account.** The City will establish separate mobility fee account (the “**Mobility Fee Account**”) for the benefit of the Developer pursuant to this Agreement, as a means of accounting for all mobility fee credits. As long as the Mobility Fee Account has a positive credit balance, the Jurisdictions shall direct any applicant for a building permit (or any permit that triggers payment of mobility fees) on the Property to the Developer so that the Developer has the opportunity (at its sole election) to assign the required mobility fee credits to such applicant at Developer’s sole discretion.

Upon receipt of an assignment of mobility fee credits from the Developer to the applicant, the Jurisdictions shall deduct the applicable credits from the Developer’s Mobility Fee Credit Account and shall accept such credits as payment for such applicant’s mobility fees. The Developer shall be responsible for tracking all assignments of mobility fee credits.

C. **Construction Costs.** The Developer shall receive mobility fee credits from the appropriate Jurisdiction by delivering to that Jurisdiction a certification of the actual Construction Costs prepared by the Developer’s engineer indicating the percentage of work completed through the date of certification. The certification shall be accompanied by invoices for the actual expenditures and any other documentation substantiating the actual expenditures that

the Jurisdiction may reasonably require. Reimbursement for the Developer's actual expenditures for the Construction Costs shall be provided for by the Jurisdiction by crediting the Mobility Fee Account established pursuant to subpart B above. The mobility fee credits shall be available to the Developer upon inspection, approval and acceptance of the certification by the Jurisdiction, which shall not be unreasonably withheld, conditioned or delayed. The amount of the reimbursement shall be the delta percent difference between the local road requirements for the sidewalk and median as set forth in **Exhibit "C"**. At this time, the estimated amount for reimbursement which includes the right of way is One Million Six Hundred Fifty One Thousand Three Hundred Eighty-Nine and 59/100 Dollars (\$1,651,389.59). The Developer shall use the Reimbursement form as set forth in Composite **Exhibit "D"** attached hereto and incorporated herein. The Developer may file the Reimbursement form, together with highlighted plan set sheets showing the areas completed and the corresponding actual invoices, every sixty (60) days. The Jurisdictions agree to review completed reimbursement requests within thirty (30) days. Credits shall be made within ten (10) days of the approval of the reimbursement request.

D. **Inspections.** The Developer shall include CEI providers, costs in the estimated engineer's costs, which shall not exceed 15% of the construction costs of the Jurisdictions' obligation (pro-rata share). Except as required by applicable Ordinances, Resolutions or Code, the Developer will not pay additional inspection fees. The Developer may seek reimbursement for credits in the same percentage as the corresponding road delta percentage. Developer shall hire inspectors that are pre-qualified by the Florida Department of Transportation. The County agrees to timely review any proposed CEI providers and shall not unreasonably withhold approval. The scope of services to be provided is outlined in attached **Exhibit "E"** attached hereto and incorporated herein by this reference. The prime contractor for the CEI services shall be pre-qualified by the Florida Department of Transportation. The subcontractors are not required to be pre-qualified by the Florida Department of Transportation.

6. **Maintenance Agreements.** The Developer, any community development district, any stewardship district, (subject to the district's separate consent), a property owners' association, a homeowners' association, and/or any governmental or quasi-governmental entity having jurisdiction over the Property (the "Permitted Assignee(s)"), as determined by Developer in its reasonable discretion, shall be required to enter into maintenance agreements with the Jurisdictions for the landscape, hardscape, street lights and irrigation maintenance associated with the Roadway Improvements and local roads. If any aforementioned improvements will be placed in the right of way, a form of the Maintenance Agreement between the Permitted Assignee(s) and the Jurisdiction, as attached hereto as **Exhibit "F"** and incorporated herein by this reference, will be completed and Developer shall be responsible for the recording of the same.

7. **On-Site Easements and Off-Site Easements.** The appropriate Jurisdiction agrees to provide the Developer with any necessary construction and maintenance easements on-site that may be identified after the construction plans and permits have been completed for any Roadway Improvements included within this Agreement, to provide for the temporary construction access or easements, at no expense to the Developer and on a timely basis.

8. **Representations and Warranties of the Jurisdictions** The Jurisdictions in addition to any other representations and warranties set forth herein, do hereby give and make the

following representations and warranties, as of the date hereof, each of which is material and is being relied upon by Developer. All of such representations and warranties are made to the best of the Jurisdictions' knowledge and belief.

A. The Jurisdictions have the full right, power, and authority to enter into this Agreement and to consummate the transactions contemplated herein and to perform all covenants and agreements of the Jurisdictions hereunder.

B. This Agreement has been validly approved by the Jurisdictions and has been duly executed and delivered by the Jurisdictions and the enforceability hereof is not subject to impairment on the basis of any public policy or police power.

C. The Jurisdictions acknowledges and agrees that the obligations of Developer cannot be accomplished or completed without the involvement, joint participation and cooperation of certain other governmental entities that are not parties to this Agreement. Upon request by Developer and without any out-of-pocket expense to the Jurisdictions, the Jurisdictions will make reasonable efforts to assist Developer in acquiring all necessary, local, state, and federal permits, licenses, easements and other approvals to construct the improvements contemplated by this Agreement.

9. **Governing Law/Venue.** This Agreement, and all extensions, renewals, amendments, supplements, and modifications thereto, and all questions relating to the validity, interpretation, performance, or enforcement thereof shall be governed by and construed in accordance with the laws of the State of Florida. Except for a suit in Federal court, venue for all suits to enforce this Agreement shall be in Osceola County, Florida. All legal disputes, proceedings, or actions arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Osceola County, Florida, or, if appropriate, the United States District Court for the Middle District of Florida, Orlando Division. Each of the parties hereto warrants and represents that this Agreement is valid, binding and enforceable against each party and has been approved in accordance with the terms and conditions of Florida law.

10. **Notices.** All notices which are required or permitted under this Agreement shall be given to the parties by certified mail, return receipt requested, hand delivery or express courier and shall be effective upon receipt when delivered to the parties at the addresses set forth below (or such other addresses as provided by the parties by written notice delivered in accordance with this paragraph):

If to City:

City of St. Cloud
Attn: Veronica Miller, City Manager
1300 9th Street
St. Cloud, Florida 34769

With a copy to:

DeBeaubien, Simmons, Knight,
Mantzaris & Neal, LLP
Attn: Daniel Mantzaris
332 North Magnolia Avenue
Orlando, Florida 32801

If to County:	Osceola County Attn: Don Fisher, County Manager 1 Courthouse Square, Suite 1100 Kissimmee, Florida 34741
With a copy to:	Osceola County Attorney's Office 1 Courthouse Square, Suite 4200 Kissimmee, Florida 34741
If to Developer:	5TH ELEVATION CW LLC 9401 Point Cypress Drive Orlando, Florida 32836
With a copy to:	Nelson Mullins Riley & Scarborough Attn: Jo O. Thacker, Esq. 390 North Orange Avenue, Suite 1400 Orlando, Florida 32801

11. **Public Records.**

A. IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Public Information Office 1 Courthouse Square, Suite 3100 Kissimmee, FL 34741 407-742-0100 BCCPIO@osceola.org	City of St. Cloud 1300 9th Street Building A St. Cloud, FL 34769 407-957-7300 Ivy.lauro@stcloudfl.gov
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B. The Developer understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If the Developer will act on behalf of the appropriate Jurisdiction, as provided under section 119.011(2), Florida Statutes, the Developer, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

a. Keep and maintain public records required by the Jurisdiction to perform the service.

b. Upon request from the Jurisdiction's custodian of public records, provide the Jurisdiction with a copy of the requested records or allow the records

to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Developer does not transfer the records to the Jurisdiction.

d. Upon completion of the Agreement, transfer, at no cost, to the Jurisdiction all public records in possession of the Developer or keep and maintain public records required by the Jurisdiction to perform the service. If the Developer transfers all public records to the Jurisdiction upon completion of the Agreement, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of the Agreement, the Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Jurisdiction, upon request from the Jurisdiction's custodian of public records, in a format that is compatible with the information technology systems of the Jurisdiction.

e. If the Developer does not comply with a public records request, the Jurisdiction shall enforce the contract provisions in accordance with the Agreement.

12. **Audit.** In the performance of this Agreement, the Developer shall keep and maintain books, records and accounts of all activities related to this Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Developer for a period of three years after termination or completion of the Agreement or until the full Jurisdiction's audit is complete, whichever comes first. The Jurisdiction shall retain the right to audit the books during the three-year retention period. All books, records and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The Jurisdiction also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the Developer has the ability to fulfill their contractual obligations to the satisfaction of the Jurisdiction. The Jurisdiction has the right to terminate this Agreement based upon its finding in this audit.

13. **Litigation and Attorneys' Fees.** If any Party to this Agreement shall bring suit in connection with the enforcement or interpretation of any provisions hereof, each Party shall be responsible to pay its own costs and expenses of such litigation, including all attorney's fees.

14. **Time of Essence.** Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either Party hereto. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by either Party shall not be deemed to be a waiver of the future performance or satisfaction thereof or of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing.

15. **Execution and Counterparts.** To facilitate execution of this Agreement, the parties hereto agree that this Agreement may be executed and telecopied to the other parties and that the executed telecopy shall be binding and enforceable as an original; the parties agree to fully execute one original of this Agreement. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each Party, or that the signatures of all persons required to bind any Party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each Party, or that the signatures of the persons required to bind any Party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

16. **Captions and Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or content of this Agreement nor the intent of any provision hereof.

17. **Assignability.** The parties hereto acknowledge and agree that the Developer shall have the right to assign its rights and obligations under this Agreement in whole or part to any successors in title to all or any part of the Property and shall provide written notice to the County of any assignment; provided such Party expressly assumes in a separate written assignment the obligations stated herein. Upon such assignment and written notice thereof to all parties (i) the Developer hereunder shall thereupon be released and discharged from any and all obligations arising under this Agreement and (ii) such successor in title shall become the "Developer" under this Agreement, to the extent this Agreement is assigned in whole to such successor. The Jurisdictions will not accept or honor a third-party's claim to any rights, entitlements and development rights, except to the extent actually assigned by Developer to that third-party in a recorded assignment and only in accordance with the express terms of that assignment. County acknowledges that Developer is the owner of all Entitlements that are not so assigned by Developer to a third-party.

18. **Transferability.** The mobility fee credits established hereunder are assignable and transferable as follows:

A. Mobility fee credits issued by the County and held under this Agreement by either Jurisdiction are assignable and transferrable from the Property to another development or parcel anywhere within the Southeastern Mobility Fee District or Western Mobility Fee District established by the County's Mobility Fee Ordinance, which the County and the Developer acknowledge and agree are the mobility fee districts in which the Property is located and the adjoining impact fee district that receives benefits from the improvement or contribution that

generated the mobility fee credits. Any application of mobility fee credits by the County shall be subject to administrative procedures as may be established by the County.

B. Mobility fee credits issued by the City are assignable and transferable from the Property to another development or parcel within the City which receives benefits from the improvement or contribution that generated the mobility fee credits. Any application of mobility fee credits by the City shall be subject to administrative procedures as may be established by the City.

19. **Successors and Assigns Bound.** The rights and obligations contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, including any successor in title to the Developer to all or any part of the Property.

20. **Relationship.** This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between the Jurisdictions and Developer. Developer has no authority to act on behalf of, or otherwise obligate or bind, the Jurisdictions in any manner. Each Party hereby acknowledges that it is sophisticated and prudent in business transactions and is acting for its own account. Each Party has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each Party hereby acknowledges that it is proceeding at its own risk and that the other Party is not acting as a fiduciary for or an adviser to it with respect to this Agreement or any responsibility or obligation contemplated herein.

21. **Personal Liability.** No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the County in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the County hereunder.

22. **Effect of Administrative Procedures.** Notwithstanding the adoption of any administrative procedures in respect of mobility fees or mobility fee credits or impact fees or impact fee credits by the Jurisdictions after the Effective Date of this Agreement, such procedures which are inconsistent with the provisions of this Agreement shall not be deemed to affect relevant portions of this Agreement, and this Agreement shall control as to such matters unless such changes inure to the benefit of Developer.

23. **Recording.** Developer shall be responsible for recording this Agreement (including all costs associated therewith) on the Property within the Public Records of Osceola County, Florida, within thirty (30) days of its execution.

24. **Indemnification.** The Developer, or its successor and assign, while constructing the Roadway Improvements contemplated under this Agreement agrees to be liable for any and all damages, losses and expenses incurred by the City, caused by the negligent acts and/or omissions of the Developer, or any of their employees, agents, contractors, representatives, volunteers, or the

like. The Developer agrees to indemnify, defend, and hold the City harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all grossly negligent acts and/or omissions of the Developer, or any of their employees, agents, contractors, representatives, volunteers, or the like.

25. **Severability.** All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

26. **Approvals.** Whenever any review or approval is required by any party, such party agrees that such review or approval will be promptly conducted and concluded. Moreover, each party agrees that it will act reasonably in exercising its review and approval functions hereunder and no approval shall be unreasonably delayed or withheld.

27. **Further Assurances.** Each Party hereto shall each take all such additional actions and execute and deliver all such additional documents and instruments as may be required in order to fully effectuate all actions contemplated by this Agreement.

28. **Integrated Agreement, Waiver, Modification.** This Agreement (together with the documents specifically referred to herein) represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in this Agreement and supersedes any and all prior or contemporaneous agreements, whether written or oral. This Agreement may not be modified or amended, nor may any provision contained herein be waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties hereto and to the detriment of the others, then the same must be in writing signed by all parties to whose detriment the modification, amendment or waiver inures.

29. **Employment Eligibility Verification (E-Verify).** Pursuant to Florida Statutes, Section 448.095, the Contractor shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the Contractor shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the Contractor stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the Contractor must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement

without regard to any notice otherwise required herein. In the event the City or County incurs costs as a result of the Contractor's breach of this provision, any and all such costs shall be paid by the Contractor immediately upon receipt of notice of the same from the City or County. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

30. **Term.** The term of this Agreement shall begin on the Effective Date and shall remain in effect until such time as the Roadway Improvements have been completed or thirty (30) years, whichever is earlier, unless extended by a further agreement in writing by the parties, or their successors, and recorded in the Public Records of Osceola County, Florida.

31. **Force Majeure.** If for any reason or contingency beyond the reasonable control of either the Jurisdictions or the Developer, including, but not limited to global pandemic, other pandemics, epidemics, public health emergencies, outbreak of a communicable disease, quarantines, state, the declaration of a state of emergency or imposition of any other act, rule or regulation, by a national, state, county, regional or local governmental authority, acts of God, fire, earthquakes, flood, natural disaster, catastrophe, act or threat of terrorism, accident, riot or civil commotion, supply chain disruptions, work stoppages, or other form of labor dispute, compliance with any order, ruling, injunction or decree by any court, tribunal or judicial authority of competent jurisdiction, or any other cause or condition, whether similar or dissimilar to the foregoing, (each a "Force Majeure Event"), either party may upon notice, suspend efforts to complete any obligations contained in this Agreement while such Force Majeure Event continues. Once such Force Majeure Event no longer exists, both parties shall resume performance under this Agreement.

32. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and assigns, and nothing in this Agreement, express or implied, is intended to or shall be deemed to confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

33. **Estoppel Certificate.** Each party shall from time to time, upon reasonable request from another Party, execute, acknowledge, and deliver to the requesting party, a certificate (which may be relied on for estoppel purposes only and shall not create any liability for damages) stating: (i) that the terms and provisions of this Agreement are unmodified and in full force and effect, or if modified, identifying the modification agreements; (ii) whether the certifying party has knowledge of any existing default hereunder by another Party, and if so, specifying the nature and extent of the default; and (iii) such other matters as may be reasonably requested.

34. **Liability of Successors.** Notwithstanding any other provision of this Agreement, on conveying a portion of the Property, Developer may expressly agree in a recorded writing that the third-party successor is obligated only for those obligations, liabilities, and requirements of this Agreement that the third-party successor expressly assumes in writing (which assumption shall be deemed to include at a minimum all obligations, liabilities, and requirements that directly affect or require the successor's land). If Developer records such an agreement, the other Parties shall look solely to Developer for those obligations, liabilities, and requirements the third-party successor did not expressly assume.

35. **Maintenance Bond.** A maintenance bond in the form attached hereto and incorporated herein as **Exhibit “G”** shall be provided upon the acceptance of each road segment.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement on the dates set forth below.

DATED this _____ day of _____ 2025.

“CITY”

ATTEST:

CITY OF ST. CLOUD, FLORIDA

Ivy Llauro, City Clerk

Christian B. Robertson, City Mayor

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement on the dates set forth below.

DATED this _____ day of _____ 2025.

“COUNTY”:

ATTEST:
OSCEOLA COUNTY CLERK
OF THE BOARD

BOARD OF COUNTY
COMMISSIONERS OF OSCEOLA
COUNTY, FLORIDA

By: _____

By: _____
Chair/Vice Chair

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

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement on the dates set forth below.

DATED this _____ day of _____ 2025.

Signed, sealed and delivered
In the presence of:

“DEVELOPER”

5TH ELEVATION CW LLC,
a Florida limited liability company

Witness #1

Printed Name

Address: _____

By: _____
Yitzhak Benbassat, managing member

Witness #2

Printed Name:

Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____ 2025, by Yitzhak Benbassat, as managing member of 5TH ELEVATION CW LLC, a Florida limited liability company on behalf of the company, who is ☐ personally known to me or ☐ who produced _____, as identification.

(Notary stamp/seal)

Notary Public
My Commission Number:
My Commission expires:

EXHIBIT A
THE PROPERTY

A parcel of land being a portion of the Northwest 1/4 of the Northwest 1/4 of Section 21, Township 26 South, Range 30 East, Osceola County, Florida and being more particularly described as follows:

Commence at the Northwest corner of Section 21, Township 26 South, Range 30 East, Osceola County, Florida; thence run South 00°15'17" East along the West line of the Northwest 1/4 of said Section 21, a distance of 20.00 feet to the point of beginning; said point being a point on the South Maintained right-of-way line for Clay Whaley Road as recorded in Osceola County Road Map Book 1, Pages 208-213; thence run South 89°36'17" East, along said South right-of-way line, a distance of 987.72 feet to a point on the East line of the West 1/2 of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 21; thence run South 00°17'07" East along said East line, a distance of 1299.63 feet to a point on the South line of the Northwest 1/4 of the Northwest 1/4 of said Section 21; thence North 89°37'35" West along said South line, a distance of 988.40 feet to a point on the aforesaid West line of the Northwest 1/4 of said Section 21; thence run North 00°15'17" West along said West line, a distance of 1300.00 feet to the point of beginning.

EXHIBIT B LOCATION MAP



1" = 1000'



8 BROADWAY, SUITE 104 KISSIMMEE, FLORIDA 34741-5481
PHONE: (407) 847-9433 FAX: (407) 847-2499
ENG. CERT. OF AUTHOR. No. 3265/SUR. CERT. OF AUTHOR. No. 3270
ENGINEERING, SURVEYING AND PLANNING



Hanson, Walter & Associates, Inc.

AMAVI

LOCATION MAP

DATE 05/07/2025

SHEET 1 OF 1

I:\3481\3481\DRAWINGS\CAUTION\AMAVI\EXHIBIT\B\B1 LOCATION MAP 050725.dwg * May 07, 2025 4:41 pm * plotted by reuser



STREET A
N.T.S.

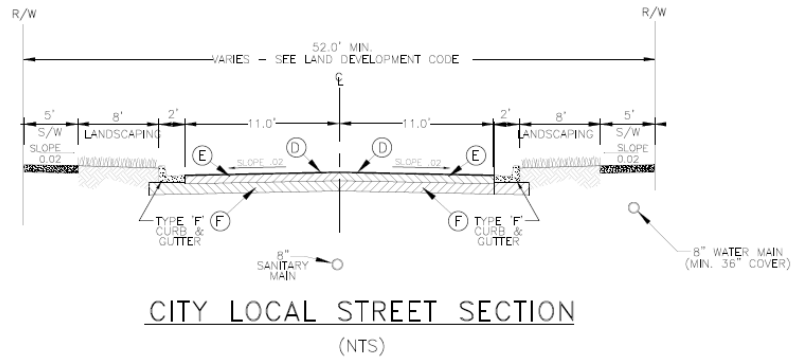
BASE(ALT):
10" GRADED AGGREGATE BASE (AKA CRUSHED CONCRETE)
COMPACTED TO 100% OF MAX, LBR=150, DENSITY AS DETERMINED BY
FMI-T180 AND SHALL BE IN ACCORDANCE W/ FDOT INDEX No. 204
AND SUPPLIED BY A COUNTY APPROVED SOURCE.

LWA
ates, Inc

SHEET NO
1 of 1
JOB NO 5481

4918-6940-8593 v.1

EXHIBIT B-3 **TYPICAL SECTION FOR CITY LOCAL STREET**



CITY LOCAL STREET SECTION
(NTS)

SDP22-0223

DESIGN	FILE NO.	21
DRAWN	DATE	28.3
CHECKED	SCALE	AS SHOWN
DATE	DATE	6/25/25
DATE	DATE	30 E
DATE	DATE	DATE



8 BROADWAY, SUITE 104 KISSIMMEE, FLORIDA 34741-6708
PHONE (407) 847-0623
FAX (407) 847-0623
ENGINEERING FAK (407) 847-0623 SURVEY FAK (407) 847-0623
ENG. CERT. OF AUTH. NO. 20554-0001 CERT. OF AUTH. NO. 20554-0001
ENGINEERING, SURVEYING AND PLANNING
Hanson, Walter & Associates, Inc.



AMAVI

CITY LOCAL STREET
SECTION ROW EXHIBIT

SHEET NO
1 of 1
JOB NO. 5481

EXHIBIT C
PROPORTIONATE SHARE BREAKDOWN AND COST ESTIMATE
FOR THE RIGHT OF WAY NECESSARY FOR THE CONSTRUCTION OF
THE ROADWAY IMPROVEMENTS

Existing Right of way	20	
Required right of way	66	Note: City Local Street is a 52' right of way with 11' lanes and I added 14' for on street parking.
Provided Right of way	119	

Required dedication to existing 20' right of way is 46 additional feet. Provided 99' additional feet for Avenue typical section.

County Responsibility is 33' times length of the property .

Valuation based upon \$327,000 per
acre

Existing west property line is 1320 feet long . Therefore the right of way is based upon a length of 1,320'.

Right of way valuation:

Proposed right of way less required right of way times length of property

1.00 acres

1.00 acres times \$327,000 per acre is a value of \$327,000.00

Pond Area: 4.12 acres

County Responsibility is

8.8%

$4.12 \times 0.088 = 0.36$ acres

0.36 acres at \$327,000 per acre = \$117,720.00

The difference in the right of way width (33') times the length of the property (1320') divided by 43,560 SF/Acre equals 1.00 acres

EXHIBIT C
PROPORTIONATE SHARE BREAKDOWN AND COST ESTIMATE
FOR THE CONSTRUCTION OF THE ROADWAY IMPROVEMENTS

Required typical section is a 2-lane local street

Right of way	66	Includes onstreet parking
Pavement	36	Includes Onstreet Parking

Proposed 2-lane Avenue with 16' median

Right of way	99	
Pavement	50	Includes onstreet parking
Widened sidewalk	5	

Note: Parking and 5' sidewalks owner expenses, additional funds for direct costs to be included for 10' sidewalk and 2 each 7' bike lanes

Percent responsibility for Osceola County

Roadway Construction: Provided Pavement and widened Sidewalk - Required Pavement divided by Provided Pavement plus widened sidewalk
34.55%

Median Construction: Provided median minus required median divided by provided median

37.50%

Roadway Costs

	Street "A"					
1	Type "F" curb	LF		2,800	\$23.50	\$65,800.00
2	Type "A" curb	LF		2,376	\$23.50	\$55,836.00
3	8" x 18" trench curb	LF		300	\$29.00	\$8,700.00
4	Ribbon curb	LF		80	\$30.00	\$2,400.00
5	5' sidewalk	SF		6,390	\$9.50	\$60,705.00
6	10' sidewalk	SF		12,715	\$17.00	\$216,155.00
7	5' HC ramp	EA		5	\$2,000.00	\$10,000.00
8	10' HC ramp	EA		2	\$3,000.00	\$6,000.00
9	Grade pavement	SY		7,897	\$2.00	\$15,794.00
10	12" stabilized sub-base	SY		7,897	\$6.00	\$47,382.00
11	6" limerock base	SY		7,897	\$17.50	\$138,197.50
12	1 1/2" SP-9.5 asphalt	SY		7,897	\$14.65	\$115,691.05
13	Grade ROW	SY		6,200	\$2.00	\$12,400.00
14	SOD ROW	SY		4,600	\$3.50	\$16,100.00
15	Striping & signage	LS		1	\$18,850.00	\$18,850.00
16	MOT	LS		1	\$8,000.00	\$8,000.00
17	General Conditions	LS		1	\$254,317.25	\$254,317.25
	Subtotal Street "A"					\$1,052,327.80

General conditions accounts for general conditions, clearing and demo and earthwork at 8.8%

Credit 50% of item number 6 \$108,077.50

Landscaping 1300 feet at \$400/foot = \$520,000

Landscaping credit 37.5% of \$260,000 \$195,000.00

EXHIBIT C

CONTRACTOR BID USED FOR PRICING FOR THE CONSTRUCTION OF THE ROADWAY IMPROVEMENTS

ACCOUNT	ITEM	ITEM	UNIT		CONTRACT OR	UNIT PRICE	TOTAL COST
CODE	NO.	DESCRIPTION			QUANTITY		
	GENERAL CONDITIONS						
	1	MOBILIZATION	LS		1	\$122,000.00	\$122,000.00
	2	CONSTRUCTION LAYOUT	LS		1	\$110,000.00	\$110,000.00
	3	CERTIFIED AS- BUILTS	LS		1	\$212,000.00	\$212,000.00
	4	TEMPORARY ENTRANCE	EA		1	\$6,500.00	\$6,500.00

	5	SILT FENCE	LF		4800	\$1.50	\$7,200.00
	6	INLET PROTECTION	EA		60	\$300.00	\$18,000.00
	7	NPDES COMPLIANCE	LS		1	\$35,000.00	\$35,000.00
	8	GEOTECHNICAL TESTING	LS		1	\$165,000.00	\$165,000.00
	9	MOT	LS		1	\$8,000.00	\$8,000.00
		SUBTOTAL GENERAL CONDITIONS					\$683,700.00
		PERMITS BY OTHERS					
SITE WORK							
	CLEARING & DEMO						
	1	CLEAR & BURN	AC		30	\$2,950.00	\$88,500.00
	2	DEMO HOUSE	LS		1	\$35,000.00	\$35,000.00
	3	WELL ABANDONMENT	EA		1	\$15,500.00	\$15,500.00
	4	POWER POLES	EA		2	\$250.00	\$500.00
	5	POWER LINE	LF		320	\$5.00	\$1,600.00
		SUBTOTAL CLEARING & DEMO					\$141,100.00
	EARTH WORK						
	1	EXCAVATE & USE	CY		63785	\$4.25	\$271,086.25
	2	IMPORT FILL MATERIAL	CY		77300	\$19.20	\$1,484,160.00
	3	GRADE LOTS	EA		238	\$250.00	\$59,500.00
	4	GRADE ROW	SY		34050	\$1.25	\$42,562.50
	5	SOD ROW	SY		12000	\$3.50	\$42,000.00
	6	GRADE POND	SY		21600	\$0.85	\$18,360.00
	7	SOD POND	SY		5400	\$3.50	\$18,900.00
	8	SEED SITE	SY		89000	\$0.55	\$48,950.00
	9	DEWATERING	LS		1	\$79,650.00	\$79,650.00
		SUBTOTAL EARTHWORK					\$2,065,168.75
	PAVING						
	1	9" STABILIZED SUB-BASE	SY		23435	\$6.00	\$140,610.00
	2	6" LIMEROCK BASE	SY		23435	\$18.05	\$423,001.75
	3	1 1/2" SP-9.5 ASPHALT	SY		23435	\$14.65	\$343,322.75
		SUBTOTAL PAVING					\$906,934.50

	SIDEWALKS						
	1	4" SIDEWALKS	SF		25445	\$9.50	\$241,727.50
	2	HC RAMPS	EA		45	\$2,000.00	\$90,000.00
		SUBTOTAL SIDEWALKS					\$331,727.50
	CONCRETE CURBS						
	1	12" STABILIZED SUB-BASE	SY		8500	\$6.00	\$51,000.00
	2	TYPE "F" CURB	LF		15325	\$23.50	\$360,137.50
	3	8" X 18" TRENCH CURB	LF		300	\$29.00	\$8,700.00
		SUBTOTAL CONCRETE CURBS					\$419,837.50
	STRIPING & SIGNAGE						
	1	STRIPING & SIGNAGE	LS		1	\$50,500.00	\$50,500.00
		SUBTOTAL STRIPING & SIGNAGE					\$50,500.00
	STREET "A"						
	1	TYPE "F" CURB	LF		2800	\$23.50	\$65,800.00
	2	TYPE "A" CURB	LF		2376	\$23.50	\$55,836.00
	3	8" X 18" TRENCH CURB	LF		300	\$29.00	\$8,700.00
	4	RIBBON CURB	LF		80	\$30.00	\$2,400.00
	5	5' SIDEWALK	SF		6390	\$9.50	\$60,705.00
	6	10' SIDEWALK	SF		12715	\$17.00	\$216,155.00
	7	5' HC RAMP	EA		5	\$2,000.00	\$10,000.00
	8	10' HC RAMP	EA		2	\$3,000.00	\$6,000.00
	9	GRADE PAVEMENT	SY		5875	\$2.00	\$11,750.00
	10	12" STABILIZED SUB-BASE	SY		5875	\$6.00	\$35,250.00
	11	6" LIMEROCK BASE	SY		5875	\$17.50	\$102,812.50
	12	1 1/2" SP-9.5 ASPHALT	SY		5875	\$14.65	\$86,068.75
	13	GRADE ROW	SY		6200	\$2.00	\$12,400.00
	14	SOD ROW	SY		4600	\$3.50	\$16,100.00
	15	STRIPING & SIGNAGE	LS		1	\$11,850.00	\$11,850.00
	16	MOT	LS		1	\$1,500.00	\$1,500.00
		SUBTOTAL STREET "A"					\$703,327.25
	CLAY WHALEY ROAD						
	1	SAWCUT	LF		2800	\$2.00	\$5,600.00

	2	MILL ASPHALT	SY		2565	\$8.00	\$20,520.00
	3	8" X 18" TRENCH CURB	LF		30	\$33.00	\$990.00
	4	TYPE "F" CURB	LF		1385	\$23.50	\$32,547.50
	5	5' SIDEWALK	SF		4750	\$9.50	\$45,125.00
	6	5' HC RAMP	EA		4	\$2,000.00	\$8,000.00
	7	GRADE PAVEMENT	SY		2420	\$2.00	\$4,840.00
	8	12" STABILIZED SUB-BASE	SY		2420	\$6.50	\$15,730.00
	9	6" LIMEROCK BASE	SY		2420	\$19.50	\$47,190.00
	10	1 1/2" SP-9.5 ASPHALT (INCLUDES OVERLAY)	SY		5985	\$14.75	\$88,278.75
	11	GRADE ROW	SY		5500	\$2.00	\$11,000.00
	12	SOD ROW	SY		3100	\$3.50	\$10,850.00
	13	STRIPING & SIGNAGE	LS		1	\$21,000.00	\$21,000.00
	14	MOT	LS		1	\$48,650.00	\$48,650.00
		SUBTOTAL CLAY WHALEY ROAD					\$360,321.25
	STORM						
	1	15" RCP PIPE	LF		2184	\$56.70	\$123,832.80
	2	18" RCP PIPE	LF		2088	\$70.35	\$146,890.80
	3	24" RCP PIPE	LF		1056	\$95.10	\$100,425.60
	4	30" RCP PIPE	LF		1312	\$133.60	\$175,283.20
	5	36" RCP PIPE	LF		288	\$182.70	\$52,617.60
	6	42" RCP PIPE	LF		344	\$234.85	\$80,788.40
	7	48" RCP PIPE	LF		88	\$293.80	\$25,854.40
	8	54" RCP PIPE	LF		320	\$371.50	\$118,880.00
	9	CONVERT TO MH	EA		3	\$1,435.00	\$4,305.00
	10	TYPE "F" INLET	EA		11	\$5,950.00	\$65,450.00
	11	TYPE "C" INLET	EA		3	\$3,920.00	\$11,760.00
	12	TYPE "D" CONTROL INLET	EA		1	\$9,800.00	\$9,800.00
	13	TYPE 4 CURB INLET	EA		2	\$13,300.00	\$26,600.00
	14	TYPE 5 CURB INLET	EA		11	\$7,250.00	\$79,750.00
	15	TYPE 5 - J CURB INLET	EA		2	\$11,120.00	\$22,240.00
	16	TYPE 6 CURB INLET	EA		28	\$8,620.00	\$241,360.00
	17	TYPE 6 CURB INLET (JUNCTION)	EA		2	\$11,980.00	\$23,960.00
	18	STORM P MH	EA		9	\$3,810.00	\$34,290.00
	19	STORM J MH	EA		7	\$8,910.00	\$62,370.00
	20	UNDERDRAIN PIPE	LF		5560	\$51.90	\$288,564.00

	21	UNDERDRAIN CO	EA		57	\$715.00	\$40,755.00
	22	18" MES	EA		2	\$2,050.00	\$4,100.00
	23	24" MES	EA		2	\$2,585.00	\$5,170.00
	24	48" MES	EA		2	\$9,570.00	\$19,140.00
	25	54" MES	EA		1	\$13,015.00	\$13,015.00
	26	VARIOUS FITTINGS	LS		1	\$6,650.00	\$6,650.00
	27	TESTING	LF		7680	\$10.00	\$76,800.00
	28	DEWATERING	LF		7680	\$14.00	\$107,520.00
		SUBTOTAL STORM					\$1,968,171.80

EXHIBIT D

REIMBURSEMENT FORM

[illegible]

EXHIBIT D-1 **ESTIMATED COSTS: CW 5TH ELEVATION FRAMEOWRK ROADWAY NETWORK**

EXHIBIT D1 - Estimated Costs: CW 5th Elevation Framework Roadway Network

Summary of Ultimate, Baseline , and Delta Costs

Construction Unit Cost/Mile

New 2-Lane Divided	\$6,425,160.85
Baseline 2-Lane Divided	\$5,823,349.52

Note: Construction Costs Are Based Upon FDOT Area 7 Constnuction Costs for 2024

Table 1

Roadway Attributes								Ultimate Configuration	Baseline Configuration (Developer Obligation)	Roadway Delta (Agency Obligation)	Percentage Cost Share (%)	
	Roadway	Segment Start	Segment End	Roadway Type	Responsible Agency	Length (mi)	Expected Buildout Year	Ultimate Cost +40% (Design/CEI/Misc) + Escalation	Baseline Cost + 40% (Design/CEI/Misc) + Escalation		Developer	Agency
	Savannah Valley Trail	Clay Whaley Road	0.25 Miles S of CWR	Avenue	County	0.25	2027	\$3,499,336.28	\$2,292,666.68	\$1,206,669.59	65.52%	34.48%

Table 2

Roadway Attributes								Right of Way		Delta ROW Width	Land Costs	
	Roadway	Segment Start	Segment End	Roadway Type	Responsible Agency	Length (mi)	Expected Buildout Year	Existing ROW Width (Ft) Required for City Local Street With Parking*	Ultimate Right of Way Width (Ft) **		Cost Per acre	Delta ROW Cost (Jurisdiction Obligation)
	Savannah Valley Trail	Clay Whaley Road	0.25 Miles S of CWR	Avenue	County	0.25	2027	66	99	33	\$327,000	\$327,000.00

Stormwater Attributes								Right of Way		County Area Right of Way (Acres)	Land Costs	
	Pond	Total Area (Acres)	% Responsible	Roadway Serviced	Responsible Agency	Length (mi)	Expected Buildout Year	Total Area	Percent Responsible		Cost Per acre	Delta ROW Cost (Jurisdiction Obligation)
	Pond 1	4.12	8.80%	Avenue	County	0.25	2027	4.12	0.088	0.36	\$327,000	\$117,720.00

* City Local Street Right of way is 52' wide and added 14' for parking spaces

** Provided right of way width is 119' however 20' is existing therefore additional right of way is 99'.

Note: The Delta ROW in Table 2 is one (1) acre.

EXHIBIT E
OSCEOLA COUNTY
CONSTRUCTION ENGINEERING & INSPECTION SERVICES (CEI)
TO SUPPORT DEVELOPER PROJECT
SCOPE OF SERVICES

The scope of services for this package includes but is not limited to:

- Erosion and sediment control compliance – to be performed weekly.
- Maintenance of traffic inspections – to be performed weekly and prior to implementation of new traffic patterns.
- Earthwork inspection and testing including excavation and embankment, roadway subgrades and roadway base. – 2 to 3 times per week. Check density log records. Perform subgrade and base depth checks, line and grade inspections prior to placement of pavements.
- Concrete structures inspection and testing – including culverts, bridges, and concrete flatwork – daily or as need for concrete element pre-pour inspections and during concrete pour operations.
- Storm drainage inspection and testing – 2 to 3 times per week.
- Lighting installation – 2 to 3 times per week.
- Its installation – 2 to 3 times per week.
- Signal installation incl foundations and commercial inspections – daily during drill shaft installation and 2 to 3 times per week during other signal operations. Quality control audit of commercial facility during production of signal structures.
- Pavement inspection – 2 to 3 times per week during installation of concrete or asphalt pavement.
- _____ (Add items as Needed)

The Services will begin on or about _____ and will extend approximately _____ days after final completion of construction. The accumulated length of services for the Project is estimated to be _____ days. The Consultant shall undertake the services outlined herein in general conformance with Florida Department of Transportation (FDOT) Guidelines. The Consultant shall provide direct communication lines with the Developer's Project Manager and the Jurisdiction's Construction Manager, to facilitate and expedite Project activities.

Consultant Services include the following.

1. Coordination with Developer / Jurisdiction / Contractor

1.1 Pre-construction Conference

Consultant shall attend a Pre-construction Conference attended by Contractor, Developer, the Jurisdiction's Construction Manager, the Engineer of Record, Relevant Utility Owners and others if desired as necessary. The purpose of the meeting will be to discuss procedures, scheduling, project coordination, maintenance of traffic, permitting and environmental issues, materials testing, etc. Responsibilities for each party at this meeting will be identified including insurance, permits, testing, inspection, etc.

1.2 Project Coordination and Administration

Consultant shall provide necessary Project coordination and administrative services to ensure a smooth progression of Project activities. Specific tasks include:

- 1.2.1 Coordination with Developer.** Consultant shall coordinate with Developer all activities, correspondence, reports and other communications related to this Scope of Services to carry out its responsibilities to Developer. All consultant records are subject to monthly Developer review. Consultant shall provide a composite report at the end of the project. The Jurisdiction's

Construction Manager shall be copied on all project correspondence sent to the Developer.

- 1.2.2 Meeting Attendance – The CEI project manager or his designated representative will attend the Pre-construction Conference, an average of one (1) Progress Meeting per week with the contractor, and bi-weekly consultation sessions with the Developer's Representative. The Jurisdiction's Construction Manager shall be invited to all Developer's meetings.
- 1.2.3 Outstanding Issues – Consultant will prepare special reports, as requested by the Developer, to provide analysis, evaluation, and recommendation on any outstanding issues as they relate to successful prosecution of work.
- 1.2.4 Requests for Interpretations – When Consultant desires interpretations of Project Documents, procedures, Contract requests for deviations, or suitability of climatic conditions to allow work to be performed, a Request for Interpretation will be issued in writing to the Developer.
- 1.2.5 Documentation of Deficiencies – Any materials failing to meet required tests or tolerances are to be so noted and highlighted in the documentation to be furnished by Consultant to the Developer. Retests and corrective actions taken for materials that initially failed will be so noted on the original from upon which it was reported. At the direction of the Developer, Consultant will photograph deficient or defective work of a significant nature, or completed work that will be buried or covered by subsequent work.
- 1.2.6 Prepare and Disseminate Reports – Consultant will prepare a Daily Report and Monthly Report and attach thereto all materials test results and other material documentation as may occur during the reporting periods. The Monthly Report will summarize the Daily Reports, offer clarifications thereof, and be written and endorsed by the Professional Engineer Registered in the State of Florida who is in responsible charge of the work performed. All reports and documentation will be of a form, file system, and distribution as approved by the Developer by the end of business the following day. All monthly reports will be delivered to the Developer within seven (7) days of the end of the month.
- 1.2.7 Overall Coordination – Consultant will coordinate with Developer at a level required to maintain complete and accurate records, facilitate scheduling of tests and inspections, and document significant changes to the Project due to materials-related issues.
- 1.2.8 Responsiveness – Consultant will offer timely response on all requests, especially the performance of testing and immediate notice of failed test results. Minimal notice may be given to schedule field testing; however, the Developer shall endeavor to obtain a 24-hour notice from Contractor. The Construction Engineering Inspection and Laboratory Consultant will be flexible and coordinate its efforts as necessary and as directed by the Developer to meet the demands of the Project as responsively as possible.
- 1.2.9 Construction Materials Investigations, Special Studies, & Projects – Consultant shall provide qualified personnel to perform Construction Materials Investigations, Special Studies and Projects in coordination with Developer which shall not cause any undue delays.
- 1.2.10 Project Documentation – Consultant will document their testing and inspection for the Project to be delivered upon acceptance of the project. This will include final review of the project final testing package.

2 Construction Materials Testing and Inspection

2.1 Project Personnel

Consultant shall provide sufficient certified personnel, equipment and supplies to perform the Services described herein. These Services may be provided directly by the Consultant, by an approved Sub-consultant, or by a combination of the two. In any case, all laboratory testing must be performed by a licensed materials testing laboratory. The Consultant shall be responsible for obtaining any and all proper licenses for equipment and personnel operating equipment when licenses are required.

2.2 Personnel Certifications

Consultant shall have personnel assigned to the Project who possess current CTQP certifications in FDOT construction procedures and other requirements as they apply to all construction elements of the Project for which the Consultant is providing services.

2.3 Equipment

Consultant shall maintain sufficient equipment, laboratory, and field apparatus, and supplies to perform all required inspections and materials sampling and testing. Consultant shall perform laboratory tests according to applicable specifications.

2.4 Project Documents

Consultant shall perform all Services in accordance with the provisions, parameters, and requirements as listed in the following documents, hereinafter referred to as the Project Documents:

2.4.1 Contract Documents for the Project, any and all Agreements, Contract Plans, FDOT Standard Plans, FDOT Standard Specifications, Special Provisions, FDOT Roadway and Traffic Design Standards, current edition; and Contractor submittals, including shop drawings, working drawings, catalogue cuts, and certifications.

2.4.2 FDOT Manual of Florida Sampling and Testing Methods, Materials Office, current edition and FDOT Field Sampling and Testing Manual, Materials Office, current edition.

2.4.3 American Association of State Highway and Transportation Officials (AASHTO) "Standard Specifications for Transportation Materials and Methods of Sampling and Testing", current edition.

2.4.4 FDOT Structures Design guidelines, current edition.

2.4.5 Consultant shall be cognizant of and at all times in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) for work in and around traffic. All cost of compliance will be considered incidental to other items of labor furnished.

2.5 Sample Testing and Reporting Guide

Consultant shall develop guide to detail the frequency of sampling and testing which shall be formatted similar to the FDOT Materials Sampling, Testing, and Reporting Guide (STRG), current edition to provide certification of materials for compliance with the Project Documents. When materials are borderline, or there is reason to suspect noncompliance with contract requirements, sampling and testing frequencies should be increased.

2.5.1 Testing of On-Site Construction Materials

Materials Testing Consultant and Laboratory shall coordinate testing required by direction of the Developer. Consultant shall perform services necessary to test materials at the job site to evaluate conformity with the Project Documents.

2.5.2 Earthwork - The Consultant shall sample and test embankments, sub-grades, bedding, excavation and backfill associated with all storm water systems, all wet wipe utilities, and with the construction of the roadways at the established frequencies. The Consultant shall review records of density tests necessary throughout the course of the work.

2.5.3 Roadbed Materials – The Consultant shall conduct visual inspection and of all sub-grade or stabilized sub-base, and base materials. The Consultant will perform depth check measurements, line and grade checks prior to placement of pavement.

2.5.4 Bituminous Materials – The Consultant will review pre-pave materials submittal for conformance with the contract, attend all pre-pave meetings, and review project records for all pavement materials.

2.5.5 Concrete Inspection Services - The Consultant shall conduct sampling and perform testing of concrete placed at the job site, in accordance with the FDOT Material Sampling, Testing and Reporting Guide. The Materials Testing Consultant shall provide compressive strength testing of concrete cylinders molded as well as any other laboratory test required in accordance with FDOT Materials Sampling, Testing and Reporting Guide. Consultant shall provide all manpower, equipment, and materials to perform the inspection and testing of concrete according to applicable specifications.

The Consultant shall perform concrete plastic properties tests and compressive cylinders for all structural concrete elements at a rate of one per 50yd³ or each day's production.

- The Consultant shall provide a CTQP/ACI Concrete Field Inspector responsible for quality control during all concrete placements.
- The concrete inspector shall review the concrete delivery ticket and determine that all of the information provided is correct prior to the discharge of concrete. The bridge inspector shall periodically review the tickets to ensure that the QC process is being performed effectively. Concrete that fails to meet the specifications upon delivery to the project shall be rejected.

Post Placement of Concrete

- The concrete inspector shall verify that the curing methods of the concrete are in the correct manner and for the duration called for in the plans and specifications.
 - After forms are removed, the concrete inspector shall inspect the product(s) for deficiencies including cracking, settlement, bug holes, spalls, et cetera. Thorough documentation of inspections of the product(s) will be performed periodically throughout the project including date, time, weather and the printed and signed name of the inspector in permanent field book.
 - The Consultant shall monitor the anticipated date of the strength specimen breaks from the concrete inspector's laboratory on an appropriate concrete tracking log. Results from the laboratory shall be delivered within 24 hours upon completion of the testing (weekends excluded).

3 Quality Control Plan:

Within fifteen (15) days after issuance of the Notice to Proceed, the Consultant shall furnish a Quality Control (QC) Plan to the Developer. The Quality Control Plan shall detail the procedures, evaluation

criteria, and instruction to the organization to ensure conformance with the Agreement. Significant changes to the work requirements may require the Consultant to revise the Quality Control Plan. It shall be the responsibility of the Consultant to keep the Quality Control Plan current with the work requirements. The Consultant's Quality Control Plan shall demonstrate how all inspections, sampling, testing, and reporting efforts are to be checked and back checked on a continual basis throughout the construction project.

The Plan shall include, but not be limited to, the following areas:

3.1 Organization

- A description is required of the Consultant's Quality Control Organization and its functional relationship in performing the work under the Agreement. The authority, autonomy, and responsibilities shall be detailed, as well as the names and qualifications of personnel in the Quality Control Organization.

3.2 Quality Control Reviews

- The Consultant shall detail methods used to monitor and assure compliance of the organization with the contract requirements for services and products.

3.3 Proposed Quality Assurance Records

- The types of records, which will be generated and maintained by the Consultant during the execution of the Quality Control Program, shall be outlined.

3.4 Control of Sub-consultants

- The methods used by the Consultant to control the quality of services of the lower tiered Sub-consultants shall be detailed and complete. Sub-consultants are not required to be FDOT certified.

3.5 Quality Assurance Certification

- The responsible Engineer of the Consultants firm will be required to certify that all tests performed and reported have been prepared and checked in accordance with any applicable test methods, good engineering practices, and represent quality product.

3.6 Quality Assurance Records

- The Consultant shall maintain adequate records of the quality assurance actions performed by the organization (including lower tiered Sub-consultants), in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to the Developer upon request during the term of the Agreement but at least monthly. All records shall be kept at the primary project office site. **The Consultant shall prepare and submit all documentation, including but not limited to, Reports, Inspection reports, Offsite Inspection reports, etc. and submit to the Developer.** All records are subject to audit review.

END PROJECT SCOPE OF SERVICE

EXHIBIT F
FORM ROW MAINTENANCE AGREEMENT

This Instrument Prepared by
And Should Be Returned to:

Nelson Mullins Riley & Scarborough LLP
Attn: Jo O. Thacker, Esquire
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801

RIGHT-OF-WAY MAINTENANCE AGREEMENT

THIS RIGHT-OF-WAY MAINTENANCE AGREEMENT (this “**Agreement**”) is made as of the Effective Date (defined below) by and between **CITY OF ST. CLOUD**, its successors and assigns (“**Jurisdiction**”), having an address of 1300 9th Street, St. Cloud, Florida 34769, and **5TH ELEVATION CW LLC**, a Florida limited liability company, whose address is 9101 Point Cypress Drive, Orlando, Florida 32836 (or any subsequent successors or assigns, including successors-in-title, either individually or collectively, which may include a community development district or districts for portions of the Property as described herein, as the context requires or permits, the “**Developer**”).

WHEREAS, Developer is making improvements and developing a commercial mixed use project to be known as The Amavi at St. Cloud on property adjacent to _____ (the “**Project**”); and

WHEREAS, as part of the Project, Developer desires to install [landscape and hardscape improvements, street lights, and irrigation] (the “**Encroachments**”) within the adjacent _____ public right-of-way per applicable plans approved by the Jurisdiction (the “**Approved Plans**”); and

WHEREAS, the Jurisdiction, is the governing body of the City of St. Cloud and has plenary authority of the roads, alleys and rights-of-way within the City of St. Cloud street system; and

WHEREAS, the Jurisdiction finds that the aesthetics and specialty features requested for these improvements by Developer will enhance the streetscape to the benefit of the public; and

WHEREAS, the Jurisdiction and Developer mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party with respect to the Encroachments.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) paid in hand, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.

2. Encroachment and License. The Jurisdiction hereby acknowledges and consents to the Encroachments within the public right-of-way. In order to perform its obligations under this Agreement, Jurisdiction grants Developer, its employees, contractors and agents, a non-exclusive license to access and use the Maintenance Area (as defined below) for the purposes described in this Agreement.

3. Area to Be Maintained. The area to be maintained by Developer is that area of the _____ right-of-way adjacent to the Project, as shown on **Exhibit A**, attached hereto and incorporated herein (the “**Maintenance Area**”).

4. Developer’s Maintenance Responsibilities. Developer agrees to maintain the Maintenance Area according to the standards set forth below:

4.1 Landscape Improvements. Developer agrees to maintain the landscape improvements, including the landscaping, trees, and irrigation system within the Maintenance Area (“**Landscape Improvements**”), regardless if the said improvement was made by the Jurisdiction or Developer, by periodic mowing, fertilizing, weeding, curb and sidewalk edging, mulching, pruning, litter pickup, necessary replanting, and irrigation system repair. Developer shall maintain the Landscape Improvements as necessary to prevent a safety hazard. Developer shall ensure that landscape pruning is carried out to maintain clear visibility for motorists and bicyclists, vertical clearance for pedestrian, bicyclist, and truck traffic where applicable, and to prevent potential roadway hazards, with the health of plant materials in mind. Developer shall maintain the Landscape Improvements as necessary or reasonably appropriate to keep the Landscape Improvements in substantially the same or better conditions as originally installed. Developer shall provide maintenance, and repair or replace any portion of the curb and sidewalk in the Maintenance Area which is lifted, cracked or damaged due to roots extending from the Landscape Improvements as necessary to prevent a safety hazard and to maintain the aesthetics.

4.2 Intentionally Deleted.

4.3 Specialty Lighting. The Approved Plans provide for specialty street lighting and landscape up lighting along the Maintenance Area (the “**Specialty Lighting**”). The Specialty Lighting shall be maintained by Developer in a safe and operating condition. If the Specialty Lighting fixtures and their system become damaged and require replacement, they shall be replaced with substantially the same type and specification identified in the Approved Plans. Developer shall not be responsible for the maintenance of any lighting located in the Maintenance Area other than the Specialty Lighting.

4.4 Litter. Developer shall also keep the Maintenance Area free from litter.

5. Failure to Maintain. If at any time it is determined by the Jurisdiction that Developer is not reasonably maintaining the Maintenance Area pursuant to the terms of this Agreement, the Jurisdiction shall notify Developer in writing of each deficient maintenance item. If Developer does not correct and improve such deficient maintenance within thirty (30) days of receipt of the Jurisdiction's written notice, the Jurisdiction may declare Developer to be in breach of this Agreement; provided, however, that if Developer is using commercially reasonable efforts to cure such deficient maintenance, then Developer shall not be in breach unless it fails to cure such deficient maintenance within a total of sixty (60) days after receipt of written notice from the Jurisdiction. If such breach is not cured within the timeframe set forth above, or if the deficiency is resulting in a safety hazard to the public, then the Jurisdiction may cause such deficiencies to be corrected and the Jurisdiction may, as its sole and exclusive remedy, bill Developer for the reasonable costs which shall not exceed the actual costs of such correction and improvement, plus a 10% administrative fee. Developer shall then remit to the Jurisdiction the amount so billed within thirty (30) days of Developer's receipt thereof.

6. Future Roadway Changes. The Developer acknowledges and agrees that the Jurisdiction reserves its plenary authority over the roads and rights-of-way within the Jurisdiction's street system and the right to execute its ability to make changes to the configuration and traffic pattern of the rights of way within the Maintenance Area.

7. Developer's Additional Responsibilities.

7.1 Claims. In the event of any third-party claims for damages related to the Maintenance Area, Developer shall provide written notice of such claim with all related facts and documents to the Jurisdiction.

7.2 Permits. Developer shall secure any applicable permits necessary for the fulfillment of its obligations under the terms and conditions of this Agreement.

7.3 Compliance with Law. Developer shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, state and federal agencies that are applicable to their obligations under the terms of this Agreement; and

7.4 Limited Obligations. Nothing in this Agreement is intended to impose on Developer any obligation other than the maintenance of the Encroachments within the Maintenance Area, as provided in this Agreement.

8. Jurisdiction's Responsibilities. The following responsibilities and obligations shall remain with the Jurisdiction:

8.1 Improvements. Except to the extent of Developer's responsibilities as set forth in Sections 4 and 7 of this Agreement, the Jurisdiction shall be responsible for the maintenance of the ground below the Maintenance Area; the streetlights (including any lighting other than the Specialty Lighting), sidewalks, and curbs within the Maintenance Area; and any other public utilities or improvements within the Maintenance Area.

8.2 Damage. Notwithstanding any provision to the contrary in this Agreement, the Jurisdiction shall be responsible, and shall promptly reimburse Developer for, any maintenance, repair, or replacement costs incurred by Developer with respect to the Maintenance Area (including the Landscape Improvements and Specialty Street Lighting), to the extent such costs are incurred as the result of the negligent or intentional acts or omissions of Jurisdiction or any of its agents, employees, contractors, subcontractors, successors, or assigns.

9. Term.

9.1 Term. The term of this Agreement shall commence on the Effective Date and shall remain in effect so long as the Encroachments remain in place in the Maintenance Area. Notwithstanding the foregoing, this Agreement shall terminate in the event the Project is demolished, whereupon the parties shall be relieved from all further liabilities and obligations hereunder.

9.2 Notwithstanding anything to the contrary in Section 9.1, the Jurisdiction may unilaterally elect to terminate Developer's obligations under this Agreement by giving thirty (30) days' prior written notice to Developer. Upon such termination the Jurisdiction shall assume Developer's maintenance responsibilities under this Agreement and Developer shall be released from their obligations under this Agreement, excluding those obligations which expressly survive termination.

10. Insurance.

10.1 The Developer, shall not commence any work in connection with an agreement until it has obtained all of the following types of insurance and has provided proof of same to the Jurisdiction, in the form of a certificate prior to the start of any work, nor shall The Developer, allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

10.2 The Developer and/or subcontractor shall maintain the following types of insurance, with the respective minimum limits:

1. AUTOMOBILE PUBLIC LIABILITY
 - a. \$1,000,000 Combined Single Limit
2. GENERAL LIABILITY - One Million Dollars (\$1,000,000) any single occurrence;
 - a. Damage to Rented Premises – Fifty Thousand Dollars (\$50,000) any single occurrence;
 - b. Medical Expense – Five Thousand Dollars (\$5,000) Any one person;
 - c. Personal & Advertising Injury – One Million Dollars (\$1,000,000)
3. GENERAL AGGREGATE – One Million Dollars (\$1,000,000);
4. EXCESS/UMBRELLA COVERAGE – One Million Dollars (\$1,000,000);

5. PRODUCTS - COMPLETED OPERATIONS LIABILITY AGGREGATE – One Million Dollars (\$1,000,000); and,
6. WORKER’S COMPENSATION – covering the statutory obligation for all persons engaged in the performance of the work required hereunder and Employers’ Liability insurance with limits not less than \$1,000,000 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. In case any class of employees engaged in hazardous work under an agreement at the site of the project is not protected under the Worker’s Compensation statute, the successful Bidder/Contractor shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the Jurisdiction, for the protection of its employees not otherwise protected.

10.3 Certificates of Insurance: The Developer shall provide the Jurisdiction’s Procurement Services Department with a Certificate of Insurance evidencing such coverage for the duration of the awarded agreement. Said certificate shall be dated and show:

1. The name of the insured Bidder/Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy
5. The effective date
6. The termination date
7. A statement that the insurer will mail notice to the Jurisdiction at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy

10.4 County as Additional Insured: The Developer shall name Osceola County and Osceola County Board of County Commissioners as an additional insured and certificate holder, to the extent of the service to be provided under the agreement, on all required insurance policies, and provide the Jurisdiction with proof of same.

10.5 Waiver: Receipt of certificates or other documentation of insurance or policies or copies of policies by the Jurisdiction, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of The Developer’s obligations to fulfill the insurance requirements specified herein.

10.6 Loss Deductible Clause: The Jurisdiction shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of The Developer and/or subcontractor providing such insurance.

10.7 Additional Requirements: All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers’ Compensation policies shall have a waiver of subrogation in favor of Osceola County. The liability policies shall be Primary/Non-Contributory.

11. Indemnification. Developer shall indemnify, defend, and hold harmless the Jurisdiction and its commissioners, officers, employees and agents from all liabilities, damages, losses and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of Developer, its contractors, employees and agents, and any other persons directly or indirectly employed or utilized by Developer in the performance of its maintenance obligations under this Agreement, and for all claims made by, and monies due to contractors, subcontractors, materialmen or suppliers performing work for Developer in the Maintenance Area, using counsel of Developer's choosing. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement. This Section shall not be construed to require Developer to indemnify the Jurisdiction for the negligence, or intentional acts of the Jurisdiction, its employees, contractors or agents. This clause shall survive the expiration or termination of this Agreement.

12. No Interest or Estate. Except for the right of access to conduct its responsibilities under this Agreement and/or the maintenance of the Maintenance Area, this Agreement does not create in Developer any claim of any interest or estate of any kind or extent whatsoever in the Maintenance Area by virtue of this Agreement.

13. No Third Party Beneficiaries. No person or entity other than the parties to this Agreement shall be deemed a beneficiary of this Agreement.

14. Notices. Any notices given under this Agreement must be in writing and sent by certified United States mail, with return receipt requested, or overnight express addressed to the party from whom it is intended, at the place as specified, and the place for giving of notice in compliance with provision of this Section. For the present, the parties designate the following as the respected places for giving of notice; to-wit:

If to City:	City of St. Cloud Attn: Veronica Miller, City Manager 1300 9th Street St. Cloud, Florida 34769
With a copy to:	DeBeaubien, Simmons, Knight, Mantzaris & Neal, LLP Attn: Daniel Mantzaris 332 North Magnolia Avenue Orlando, Florida 32801
If to County:	Osceola County Attn: Don Fisher, County Manager 1 Courthouse Square, Suite 1100 Kissimmee, Florida 34741

With a copy to: Osceola County Attorney's Office
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741

If to Developer: 5TH ELEVATION CW LLC
9401 Point Cypress Drive
Orlando, Florida 32836

With a copy to: Nelson Mullins Riley & Scarborough
Attn: Jo O. Thacker, Esq.
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801

15. Public Records. IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

County:
Custodian of Public Records
c/o Public Records Coordinator
1 Courthouse Square, Suite 4700
Kissimmee, FL 34741
407-742-2395

City:
City of St. Cloud
1300 9th Street Building A
St. Cloud, FL 34769
407-957-7300
Email: Ivy.Ilauro@stcloudfl.gov

The Developer understands that documents, records, and related materials submitted to the County shall be open to the public for inspection in accordance with Florida law. If the Developer will act on behalf of the Jurisdictions, as provided under section 119.011(2), Florida Statutes, the Developer, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the Jurisdictions to perform the service.
2. Upon request from a Jurisdiction's custodian of public records, provide the Jurisdiction with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Developer does not transfer the records to the Jurisdiction.
 4. Upon completion of the Agreement, transfer, at no cost, to the Jurisdiction all public records in possession of the Developer or keep and maintain public records required by the Jurisdiction to perform the service. If the Developer transfers all public records to the Jurisdiction upon completion of the Agreement, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of the Agreement, the Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Jurisdiction, upon request from the Jurisdiction's custodian of public records, in a format that is compatible with the information technology systems of the Jurisdiction.
 5. If the Developer does not comply with a public records request, the Jurisdiction shall enforce the contract provisions in accordance with the Agreement.
16. Non-discrimination. Developer shall not discriminate against any person in performing its obligations under this Agreement because of race, color, religion, sex, gender identity or expressions, genetic information, national origin, age, disability, familial status, marital status or sexual orientation, or any other factor which cannot be lawfully used as a basis for treatment.
17. Non-Binding Mediation. Prior to the commencement of any court action arising out of this Agreement, the parties agree to attempt to resolve the dispute through non-binding mediation with a mediator mutually acceptable to both parties. The costs of such mediation shall be shared equally by the parties.
18. Remedies. If (a) Developer defaults in any of its obligations under this Agreement, (b) Developer fails to cure such default after written notice and a reasonable opportunity to cure, and (c) thereafter, the parties are not able to resolve any corresponding dispute through non-binding mediation, as provided in Section 17, then the Jurisdiction shall be entitled to seek to enjoin the default and shall have the right to invoke any rights and remedies allowed at law or in equity or by statute or otherwise with respect to such default. Each right and remedy of any party shall be distinct, separate and cumulative and shall be in addition to every right other right or remedy now or hereafter existing at law or in equity or by statute or otherwise and any two or more or all of such rights and remedies may be exercised at the same time.
19. Governing Law; Jurisdiction; Venue; Litigation. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The parties hereby irrevocably submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Osceola County, Florida, or the Federal Middle District of Florida. Developer agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE

RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

20. Severability. Should any provision of this Agreement be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Agreement as a whole or any part thereof, other than the provision declared to be invalid, and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

21. Waiver. No delay or failure on the part of the Jurisdiction to exercise any right or remedy occurring to the Jurisdiction upon the occurrence of an event or violation of this Agreement shall affect any such right or remedy, held to be in abandonment thereof or preclude the Jurisdiction from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation by the Jurisdiction shall be deemed to be a waiver of any subsequent event of violation. Furthermore, no waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates.

22. Amendment. This Agreement may only be amended by a written amendment duly executed by Developer and the Jurisdiction, or their respective successors and assigns, and recorded in the Public Records of Osceola County, Florida.

23. Covenant Running with the Land; Recording.

23.1 Covenant Running with the Land; Recording. Developer's responsibilities under this Agreement shall be a covenant binding upon and inure to the benefit of Developer's successors in title to the parcels of land adjacent to the Maintenance Area, known as _____ (the "**Adjacent Land**"). Upon Developer's transfer of fee title to the adjacent land, such successor-in-title shall be deemed to have automatically assumed Developer's obligations under this Agreement and Developer shall be released from all further obligation and liability under this Agreement.

23.2 Developer shall be responsible for recording this Agreement (including all costs associated therewith) on the Property within the Public Records of Osceola County, Florida, within thirty (30) days of its execution.

24. Estoppel Certificate. Each Party shall from time to time, upon reasonable request from another Party, execute, acknowledge, and deliver to the requesting Party, a certificate (which may be relied on for estoppel purposes only and shall not create any liability for damages) stating: (i) that the terms and provisions of this Agreement are unmodified and in full force and effect, or if modified, identifying the modification agreements; (ii) whether the certifying Party has knowledge of any existing default hereunder by another Party, and if so, specifying the nature and extent of the default; and (iii) such other matters as may be reasonably requested.

25. Entire Agreement. This Agreement and Exhibits which are incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter.

26. Effective Date. This Agreement shall only become effective upon execution by both parties. The “**Effective Date**” shall mean the date on which the last one of the City/County and Developer has signed this Agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Right-of-Way Maintenance Agreement on the respective dates under each signature.

WITNESSES:

Signed in our presence as Witnesses:

Signature of Witness

Printed Name of Witness

Print Address of Witness

Signature of Witness

Printed Name of Witness

Print Address of Witness

STATE OF FLORIDA

COUNTY OF _____

)
)
)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by Yitzhak Benbassat, as managing member of 5TH ELEVATION CW LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification.

[Affix Notary Stamp or Seal]

DEVELOPER:

5TH ELEVATION CW LLC,
a Florida limited liability company

By: _____
Yitzhak Benbassat, managing member

Sign: _____
Print name: _____
NOTARY PUBLIC — State of Florida
My Commission expires: _____
Commission No.: _____

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement on the dates set forth below.

DATED this _____ day of _____ 2025.

“CITY”

ATTEST:

CITY OF ST. CLOUD, FLORIDA

Ivy Llauro, City Clerk

Christian B. Robertson, City Mayor

EXHIBIT G
MAINTENANCE BOND

BY THIS BOND WE, _____ as "PRINCIPAL," with a business address of _____, and telephone number _____, and as "SURETY," with a business address of _____, and telephone number _____, are bound to City of St. Cloud, Florida, a municipal corporation organized and existing under the laws of the State of Florida, herein "CITY," in the sum of _____, for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the above-named PRINCIPAL has constructed improvements in connection with the approval of a plat of a certain area of land within Osceola County known as _____, Section _____, Township _____, Range _____, and has agreed as a condition to that approval of the said plat by the CITY, to maintain all required, approved, and/or dedicated IMPROVEMENTS, which consists of, but are not necessarily limited to, roads, drainage, sewer and water lines, and all other improvements delineated per the County-approved cost estimate dated _____, in connection with the above said plat, herein IMPROVEMENTS.

NOW THEREFORE, THE CONDITION OF THIS BOND is that if, for a period of _____ years, commencing on the date of acceptance by the City Council of this bond for the IMPROVEMENTS, PRINCIPAL:

1. Shall in all respects comply with the Land Development Code, and all other applicable Federal and State laws and CITY ordinances, codes, regulations, terms, and conditions pertaining to the approval and maintenance of the IMPROVEMENTS of the said plat. These conditions being more specifically the maintenance of all required, approved, or dedicated roads, storm drainage, and/or other IMPROVEMENTS to be CITY-maintained, which were installed in connection with the said plat, to the satisfaction of the County Administrator or his designee; and

2. Repairs or replaces all IMPROVEMENTS which are found by the CITY Engineering Services Director or his designee, not to comply with Federal and State laws and CITY ordinances, codes, regulations, terms, and conditions pertaining to the approval of the said plat, or which are found to be deficient in materials, workmanship, or structural integrity under CITY, County, State or Federal regulations, whichever may be applicable or industry standards; and

3. Submits a written request for an inspection of IMPROVEMENTS to the City Project Management Division, or equivalent of the same, not before ninety (90) days prior to the termination of the completion of the two (2) year maintenance period, or any different time agreed to by the City Council; and

4. Pays all costs and expenses incurred for or incidental to compliance with the requirements of this bond and the Land Development Code.

THEN this obligation shall be void. Otherwise, it remains in full force and effect.

THE SAID SURETY, for value received, hereby stipulates and agrees that no charge involving an extension of time, alteration, or additions to the terms of the IMPROVEMENTS to be made hereunder, or in the plans, specifications, and schedules covering the same, shall in any way affect the obligation of the said SURETY on this bond, and the SURETY does hereby waive notice of any such changes.

IT IS FURTHER understood that should the CITY be required to institute legal proceedings in order to collect any funds under this bond, venue shall be exclusively in Osceola County, Florida, and PRINCIPAL shall be responsible for any and all attorney's fees and court costs incurred by the CITY.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused these presents to be duly executed this _____ day of _____, 20_____.

PRINCIPAL:

By: _____

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 20____, by _____, as _____ of _____, a Florida _____, on behalf of said company, who is personally known to me or has produced _____ as identification (if left blank, then personally known to me).

(Notary Seal)

(Signature of Notary Public)

(Typed name of Notary Public)

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused these presents to be duly executed this _____ day of _____, 20____.

SURETY:

By: _____

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [☐] physical presence or [☐] online notarization, this _____ day of _____, 20____, by _____, as _____ of _____, a Florida _____, on behalf of said company, who is personally known to me or has produced _____ as identification (if left blank, then personally known to me).

(Notary Seal)

(Signature of Notary Public)

(Typed name of Notary Public)



Meeting: August 14, 2025

Agenda Item Type: Consent Agenda
Resolution No. 2025-072R

Community Development Agenda Item:

Resolution No. 2025-072R, a resolution of the City Council of the City of St. Cloud, Florida, entering an agreement with Osceola County, Narcoossee Land Ventures, LLC and Live Oak Lake Community Development District for the design, permitting, construction of roadway improvements to Hickory Tree Road, Alligator Lake Road, and Nolte Road, conveyance of right-of-way and stormwater retention ponds; providing for mobility fee credits and authorizing the Mayor to execute this agreement and providing an effective date.

COST: The City agrees to provide \$1,996,754.49 in mobility fee credits to fund the roadway improvements to Hickory Tree Road, Alligator Lake Road, and Nolte Road.

This item is to authorize the Mayor to execute an Interlocal Agreement between Osceola County, Narcoossee Land Ventures, LLC, Live Oak Lake Community Development District, and the City of St. Cloud. These properties are currently inside city limits.

Strategic Key Focus Areas:

High-Performing Government

Background Information:

The applicant is developing properties generally located south of Live Oak Lake, and on either side of Hickory Tree Road and Nolte Road known as Twin Lakes and Twin Lakes Reserve. The properties were annexed into the City on May 27, 2025, as part of the Encumbrance Annexation (Zones 1, 2, and 4)(ANX25-00003). At the time of annexation, existing agreements and entitlements with Osceola County—such as mobility fee credit agreements, Preliminary Subdivision Construction Plans, and Site Development Plans—were already in place. The purpose of this Interlocal Agreement is to formally transition the associated development applications and mobility fee credits into the City’s jurisdiction.

Under this agreement, the City is assuming the issuance of mobility fee credits for the remaining roadway improvements described in the previously approved Developer Funded/County Obligation Nolte Road Agreement and Hickory Tree Road & Alligator Lake Road agreements. Improvements were related to right-of-way conveyance and the design, permitting, and construction of Hickory Tree Road, Alligator Lake Road, and Nolte Road Extension, including two roundabouts and a stormwater retention pond. The total jurisdiction responsibility remaining is \$1,996,754.49.

The 2045 Framework Street Map adopted by the City recognizes Hickory Tree Road, Alligator Lake Road, and Nolte Road as framework streets and are essential to the improvement of the transportation network in the area.

The City and the County have determined that a portion of the costs associated with the construction of the identified framework road and the value of the right-of-way conveyances are

eligible for mobility fee credits in accordance with each jurisdiction's Mobility Fee Ordinances.

Mobility fee credits provided for construction costs will be based on actual expenditures, with credits provided after verification. This agreement ensures that roadway improvements will accommodate additional capacity beyond the Developer's immediate project needs, benefiting the overall transportation infrastructure in the area.

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:

COST: The City agrees to provide mobility fee credits for the roadway improvements on Hickory Tree Road, Alligator Lake Road, and Nolte Road (\$1,996,754.49).

- Mobility Fees Generated: \$14,762,201.24
- Mobility Fee Credits Provided: \$1,996,754.49 (14%)
- Remaining Fees to Jurisdiction: \$12,765,446.75 (86%)
- Mobility Fees to City: \$10,212,357.40 (69%)
- Mobility Fees to County: \$2,553,089.35 (17%)

Staff recommends **APPROVAL** for the City to enter a Tri-Party Agreement between Osceola County, Narcoossee Land Ventures, LLC, Live Oak Lake Community Development District, and the City of St. Cloud to provide mobility fee credits for roadway improvements.

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:

8/14/25 - Final Action

Attachments:

1. TPA25-00003 Twin Lakes Interlocal Agreement Staff Memo 081425 CC
2. Resolution 2025-072R 081425 CC
3. TPA25-00003 Exhibit A



**MEMORANDUM REPORT
FOR CITY COUNCIL MEETING - ON AUGUST 14, 2025**

To: Mayor Robertson and City Council Members
From: Tammy Reque, AICP, Mobility & Special Projects Manager
Thru: Melissa Dunklin, Community Development Director
Subject: Resolution No. 2025-072R
Date: August 14, 2025

REQUEST:

This item is to authorize the Mayor to execute a Interlocal Agreement between Osceola County, Narcoossee Land Ventures, LLC, Live Oak Lake Community Development District, and the City of St. Cloud.

BACKGROUND:

The applicant is developing properties generally located south of Live Oak Lake, and on either side of Hickory Tree Road and Nolte Road known as Twin Lakes and Twin Lakes Reserve. The properties were annexed into the City on May 27, 2025, as part of the Encumbrance Annexation (Zones 1, 2, and 4) (ANX25-00003). At the time of annexation, existing agreements and entitlements with Osceola County—such as mobility fee credit agreements, Preliminary Subdivision Construction Plans, and Site Development Plans—were already in place. The purpose of this Interlocal Agreement is to formally transition the associated development applications and mobility fee credits into the City’s jurisdiction.

Under this agreement, the City is assuming the issuance of mobility fee credits for the remaining roadway improvements described in the previously approved Developer Funded/County Obligation Nolte Road Agreement and Hickory Tree Road and Alligator Lake Road agreements. Improvements were related to right-of-way conveyance and the design, permitting, and construction of Hickory Tree Road, Alligator Road Lake, and Nolte Road Extension including two roundabouts and stormwater retention pound. The total jurisdiction responsibility remaining is \$1,996,754.49.

The 2045 Framework Street Map adopted by the City recognizes Hickory Tree Road, Alligator Lake Road, and Nolte Road as framework streets and essential to the improvement of the transportation network in the area.

The City and the County have determined that a portion of the costs associated with the construction of the identified framework road and the value of the right of way conveyances are eligible for mobility fee credits in accordance with each of the Mobility Fee Ordinances.

Mobility fee credits provided for construction costs will be based on actual expenditures, with credits provided after verification. This agreement ensures that roadway improvements will accommodate additional capacity beyond the Developer's immediate project needs, benefiting the overall transportation infrastructure in the area.



COST:

The proposed agreement includes the following:

- **Mobility Fee Credits:** The City agrees to provide mobility fee credits for the roadway improvements on Hickory Tree Road, Alligator Road Lake, and Nolte Road (\$1,996,754.49).

Estimated Mobility Fees Generated*				
Category	Development Program	Mobility Fee Unit	Mobility Fee (unit rate)	Total
Single Family (Detached)	1018	1018	\$ 14,501.18	\$ 14,762,201.24
			Total	\$ 14,762,201.24

*Mobility fee charged at building permit issuance, fee subject to change based on current rate at the time of the permit issuance

	Dollar Amount	Percentage of Total Mobility Fees Generated
Mobility Fees Generated	\$ 14,762,201.24	
Mobility Fee Credit/Reimbursement for Framework Road Construction	\$ 1,996,754.49	14%
Remaining Fees to Jurisdiction	\$ 12,765,446.75	86%
Mobility Fees to City	\$ 10,212,357.40	69%
Mobility Fees to County	\$ 2,553,089.35	17%

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** for the City to enter an Interlocal Agreement between Osceola County, Narcoossee Land Ventures, LLC, Live Oak Lake Community Development District to provide mobility fee credits for roadway improvements.

Attachments:

- Resolution No. 2025-072R
- Exhibit A: Twin Lakes Interlocal Agreement

RESOLUTION NUMBER 2025-072R

RESOLUTION NO. 2025-072R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, ENTERING AN AGREEMENT WITH OSCEOLA COUNTY, NARCOOSSEE LAND VENTURES, LLC AND LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT FOR THE DESIGN, PERMITTING, CONSTRUCTION OF ROADWAY IMPROVEMENTS TO HICKORY TREE ROAD, ALLIGATOR LAKE ROAD, AND NOLTE ROAD, CONVEYANCE OF RIGHT-OF-WAY AND STORMWATER RETENTION PONDS; PROVIDING FOR MOBILITY FEE CREDITS AND AUTHORIZING THE MAYOR TO EXECUTE THIS AGREEMENT AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the property subject to this Agreement is currently within City limits and the Joint Planning Area (JPA) with Osceola County; and

WHEREAS, the Developer agrees to make on-site and off-site roadway improvements to support the overall transportation network; and

WHEREAS, the Project approval conditions require roadway improvements to Hickory Tree Road, Alligator Lake Road, and Nolte Road.

SECTION I. The City Council of the City of St. Cloud hereby approves an agreement with Osceola County, Narcoossee Land Ventures, LLC and Live Oak Lake Community Development District for mobility fee credits.

SECTION II. The City Council of the City of St. Cloud, hereby approves and authorizes the Mayor to execute the agreement set forth in Exhibit “A” hereto.

SECTION 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 14th day of August 2025.

CITY OF ST. CLOUD

ATTEST:

Ivy Llauro, City Clerk

Christian B. Robertson, Mayor

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

Daniel F. Mantzaris, City Attorney

**MOBILITY FEE INTERLOCAL AGREEMENT
(TWIN LAKES AND RESERVE AT TWIN LAKES)**

By and Between

Osceola County, Florida

And

City of St. Cloud, Florida

Joined for limited purposes by

Narcoossee Land Ventures, LLC

And

Live Oak Lake Community Development District

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MOBILITY FEE INTERLOCAL AGREEMENT
(TWIN LAKES AND RESERVE AT TWIN LAKES)

THIS MOBILITY FEE INTERLOCAL AGREEMENT (TWIN LAKES) (this “Agreement”) is made and entered into as of [to come], 2025 by and between Osceola County, a charter county and political subdivision of the State of Florida (the “County”) and the City of St. Cloud, Florida, a Florida municipal corporation (the “City”), and joined for limited purposes by Narcoossee Land Ventures, LLC, a Florida limited liability company (“NLV”) and Live Oak Lake Community Development District, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services- Central Florida, LLC, 219 E. Livingston St, Orlando, FL 32801 (the “District”).

WITNESSETH:

WHEREAS, the County has enacted Ordinance No. 2015-22, as amended by Ordinance No. 2016-47, Ordinance No. 2017-22 and Ordinance No. 2018-7, creating Chapter 17, Division 2 of the Osceola County Code of Ordinances (the “County Mobility Fee Code”) to impose mobility fees requiring future growth to contribute its fair share of the cost of growth-necessitated transportation facilities; and

WHEREAS, the City has enacted Ordinance No. 2024-30 (the “City Mobility Fee Code”) and Resolution No. 2024-176R, which imposes mobility fees upon development or redevelopment of property within the City (the “City Mobility Fees”); and

WHEREAS, the County Mobility Fee Code provides for the issuance of mobility fee credits in those instances where a developer of a project has constructed, conveyed right of way, or paid cash for transportation facilities in order to mitigate the impact from the development of the project; and

WHEREAS, NLV is developing two residential communities commonly known as Twin Lakes and Reserve at Twin Lakes, more particularly described in Exhibit “A” (the “Development Property”), the location of which is generally depicted on Exhibit “B”; and

WHEREAS, NLV has entered into two Developer Funded County Obligation Agreements with the County including that Developer Funded/County Obligation Agreement For The Hickory Tree Road And Alligator Lake Road Improvements recorded in the Official Records of Osceola County in Book 6070, Page 107, et seq. (the “Hickory Tree Road and Alligator Lake Road Agreement”) and that Developer Funded/County Obligation Agreement For Twin Lakes And The Reserve at Twin Lakes recorded in the Official Records of Osceola County in Book 6680, Page 289, et seq. (the “Nolte Road Agreement”) (collectively, the “Developer Funded County Obligation Agreements”), for the design, permitting, construction, and/or conveyance, as applicable, of certain rights-of-way and improvements to Hickory Tree Road and Alligator Lake Road, as well as to Nolte Road and stormwater retention ponds benefitting Nolte Road, as more particularly described in the Developer Funded County Obligation Agreements (the “Improvements”); and

WHEREAS, the District has also entered into the Nolte Road Agreement for the construction of a certain portion of the Improvements relating to stormwater retention ponds as described in the Nolte Road Agreement; and

WHEREAS, pursuant to the County Mobility Code and the Developer Funded County Obligation Agreements, mobility fee credits have been and will be issued by the County to NLV and the District upon construction of the Improvements as described in the Developer Funded County Obligation Agreements (the “Mobility Fee Credits”); and

WHEREAS, pursuant to the County Mobility Fee Code, the Mobility Fee Credits will run with the Development Property; and

WHEREAS, the County and the City previously entered into that certain Joint Planning Agreement on March 14, 2014 (the “Joint Planning Agreement”) which, among things, sets forth the framework in which lands within the designated Joint Planning Area are ultimately annexed into the City; and

WHEREAS, upon annexation of the Development Property into the City, the Development Property becomes subject to the City's regulations governing the construction, operation and maintenance of required transportation facilities, including the City Mobility Fees; and

WHEREAS, pursuant to Section 17-44 of the County Mobility Fee Code, the Mobility Fee Credit may be applied to reduction of City Mobility Fees upon execution and delivery of an interlocal agreement satisfying certain requirements, as set forth therein; and

WHEREAS, the County and the City desire to enter into this Agreement to satisfy the requirements of Section 17-44 and permit application of the Mobility Fee Credits to reduction of City Mobility Fees imposed against the Development Property; and

WHEREAS, NLV and the District are the owners of the Mobility Fee Credits and have joined this Agreement for the limited purposes set forth in Sections 3 and 4 hereof; and

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein and other valuable consideration, receipt of which is hereby acknowledged, the parties mutually undertake, promise and agree for themselves, their successors and assigns as follows:

SECTION 1. RECITALS. The County and the City acknowledge and agree that the foregoing recitals are true and correct and by this reference incorporated and made a part of this Agreement.

SECTION 2. REPRESENTATIONS OF THE PARTIES.

(A) The County makes the following representations as the basis for the undertakings on the part of the City herein contained.

(1) The County is a charter county and political subdivision of the State of Florida and has all requisite power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(2) The County is not in default under any provisions of applicable law material to the performance of its obligations under this Agreement.

(3) The County has duly authorized the execution and delivery of this Agreement, and assuming the due authorization, execution and delivery by the City, this agreement constitutes a valid and legally binding obligation of the County, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principals of equity.

(4) The authorization, execution and delivery of this Agreement, and the compliance by the County with the provisions hereof will not conflict with or constitute a material breach of, or default under, any existing law, court, or administrative regulation, decree, order or any provision of the Constitution or laws of the State of Florida relating to the County or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which the County is subject or by which it is bound.

(5) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of the County, threatened against or affecting the County, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Agreement, or any agreement or instrument to which the County is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(B) The City makes the following representations as the basis for the undertakings on the part of the County herein contained:

(1) The City is a municipal corporation of the State of Florida and has all requisite power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(2) The City is not in default under any provisions of applicable law material to the performance of its obligations under this Agreement.

(3) The City has duly authorized the execution and delivery of this Agreement, and assuming the due authorization, execution and delivery by the County, this Agreement constitutes a valid and legally binding obligation of the City, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(4) The authorization, execution and delivery of this Agreement, and the compliance by the City with the provisions hereof will not conflict with or constitute a material breach of, or default under, any existing law, court or administrative regulation, decree, order or any provision of the Constitution or laws of the State of Florida relating to the City or its affairs, or any ordinance, resolution, agreement, mortgage, lease or other instrument to which the City is subject or by which it is bound.

(5) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of the City, threatened against or affecting the City, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would materially adversely affect the validity of this Agreement, or any agreement or instrument to which the City is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

SECTION 3. APPLICATION OF MOBILITY FEE CREDITS.

(A) Within ten days following the date of this Agreement, the County will notify the City, in writing, of the total amount of Mobility Fee Credits issued and then available to the Development Property as determined in accordance with the Developer Funded County Obligation Agreements. Exhibit "C" describes NLV's and the District's Mobility Fee Credits with the County. Exhibit "D" describes the estimated Mobility Fee Credits from the County Mobility Fee Credit Accounts available after annexation. Exhibit "E" describes the estimated City Mobility Fees and Credits for the Development Property after annexation.

(1) The amounts shown in Exhibit "C" include the following:

(i) NLV Account CM043-M3.202103: County Trust Account CM043-M3.202103 for NLV's portion of the Improvements under the Nolte Road Agreement currently contains Mobility Fee Credits in the amount of Five Hundred Thirty-Six Thousand Seven Hundred Eleven Dollars and Eighteen Cents (\$536,711.18).

(ii) NLV Account ____: The County will establish an account for NLV's portion of the Improvements under the Hickory Tree Road and Alligator Lake Road Agreement to be funded Mobility Fee Credits in the estimated amount of One Million One Hundred Eighty-Eight Thousand One Hundred Forty-Four Dollars and Twenty-Eight Cents (\$1,188,144.28).

(iii) District Account TRU0000197: County Trust Account TRU0000197 for the District's portion of the Improvements under the Nolte Road Agreement currently contains Mobility Fee Credits in the amount of Zero Dollars (\$0).

(iv) District Account CM047-M3.202409: County Trust Account CM047-M3.202409 for District's portion of the Improvements under the Nolte Road Agreement currently contains Mobility Fee Credits in the

amount of Eighty Thousand Three Hundred Eighty-Nine Dollars and Seventy-Six Cents (\$80,389.76).

(2) Exhibit “D” shows the estimated amount of Mobility Fee Credits for NLV and the District for the portions of the Improvements completed prior to annexation, which is estimated to total One Million Eight Hundred Five Thousand Two Hundred Forty-Five Dollars and Twenty-Two Cents (\$1,805,245.22) as described in Exhibit “D”.

(3) Exhibit “E” shows the estimated City Mobility Fees and City Mobility Fee Credits for the Development Property. Upon the construction of Pond 19 and conveyance of the Pond 19 Tract in accordance with the Nolte Road Agreement, the City will grant Mobility Fee Credits to NLV or the District, as applicable. The Mobility Fee Credits owed by the City for the construction of Pond 19 is estimated to be \$87,739.76, and the Mobility Fee Credits owed by the City for the conveyance of the Pond 19 Tract Area is estimated to be \$103,769.51.

(B) Following annexation of the Development Property, and upon the occurrence of any Improvements pursuant to the Developer Funded County Obligation Agreements, the City shall issue new Mobility Fee Credits to NLV or the District, as applicable, in an amount equal to the Mobility Fee Credits that would have been owed under the Developer Funded County Obligation Agreements.

(C) Upon assignment of any Mobility Fee Credits to a third party, the assignee of such credits shall furnish to the City a copy of the credit assignment agreement entered into between said assignor and assignee in order for the City to establish a credit account.

(D) Upon the occurrence of any “development,” as defined in Chapter 8 of the City’s Land Development Code, within the Development Property and imposition of City Mobility Fees, the City shall apply Mobility Fee Credits equal to the City Mobility Fee payable in respect of such development; provided however, that the aggregate Mobility Fee Credits applied to City Mobility Fees hereunder shall not exceed the total amount for which City has received written notice pursuant to the foregoing subsection (A) plus the total amount of Mobility Fee Credits owed pursuant to the foregoing subsection (B).

(E) Periodically, but not less frequently than once each calendar quarter, the City shall provide a written report to the County of the amount of Mobility Fee Credits applied during the previous calendar quarter. The report shall identify the types of development for which Mobility Fee Credits were applied, the number of units for each type of development and the total Mobility Fee Credits applied to each type of development.

(F) Utilizing the notices provided to the City under the foregoing subsection (A) and the reports provided by the County under the foregoing subsection (E), the County will maintain a register of the Mobility Fee Credits, which shall be made available to the City, NLV and the District upon request.

SECTION 4. CANCELLATION OF REMAINING MOBILITY FEE CREDITS.

(A) NLV confirms that construction of NLV's portion of the Improvements as described in the Developer Funded County Obligation Agreements has been or will be completed and accepted by the County and/or City. The District confirms that the construction of a certain portion of the Improvements relating to stormwater retention ponds as described in the Nolte Road Agreement has been or will be completed and accepted by the County and/or City. As part of the Developer Funded County Obligation Agreements, NLV and/or the District, as applicable, agreed to design, permit, construct, and/or convey the Hickory Tree Road, Alligator Road, and Nolte Road rights-of way and improvements, including the contribution of land for stormwater retention ponds and construction thereof to benefit Nolte Road, in accordance with the Developer Funded County Obligation Agreements.

(B) NLV and the District confirm that, except as described in this Agreement, none of the County approved Mobility Fee Credits have been used and that they desire to transfer the entirety of the Mobility Fee Credits to the City to be applied as defined in Section 3.

(C) NLV and the District agree that all Mobility Fee Credits remaining upon full build-out of the Development Property shall be cancelled. The foregoing agreement to cancel such Mobility Fee Credits shall supersede any inconsistent provisions of the Developer Funded County Obligation Agreements.

(D) NLV and the District acknowledge and agree that they have elected cancellation of any Mobility Fee Credits remaining upon full build-out of the Development Property in lieu of applying Mobility Fee Credits in an amount not less than the amount that would have been payable had the Development Property been located in the unincorporated area of the County, as otherwise required by Section 17-44(d) of the County Mobility Fee Code.

SECTION 5. EXISTING ENTITLEMENTS.

(A) City acknowledges and agrees the Development Property will be designed and developed for the Intended Use according to the Existing Entitlements, as more particularly described in Exhibit "F" attached hereto and incorporated herein and which are consistent with the Osceola County Land Development Code. Therefore, City agrees to accept Existing Entitlements prior to and following the date the Development Property is annexed into the City. Notwithstanding any City Code provision, rule, regulation, or policy to the contrary, City agrees that Preliminary Subdivision Plan PS22-00048 is vested with respect to the entire Development Property and its full buildout. The City agrees that Preliminary Subdivision Plan PS22-00048 approved by the County shall remain in effect unless a Subdivision Construction Plan for the initial phase of the Development Property is not submitted within twelve months from annexation. As long as the preliminary subdivision plan remains in effect, no additional preliminary subdivision plan will be required for any phase of development of the Development Property so long as no substantial changes or deviations are proposed thereto. For purposes of this Agreement, a substantial change or deviation shall be limited to a change in use, an increase in overall density or intensity, a change to an external access point (except if required to align with adjacent development) or a change to a condition of approval.

(B) As described in Section 2 of the Nolte Road Agreement, with approval of PS19-00009, the County approved the Transportation Impact Analysis that was submitted by NLV. The

approved trip generation table is attached hereto as Exhibit “G”. City acknowledges that the trips set forth in Exhibit “G” are approved from any further transportation concurrency. NLV will only be required to submit a revised Transportation Impact Analysis if it increases the total number of trips from that approved on Exhibit “G”.

SECTION 6. JOINDER. NLV and the District join in the execution of this Agreement on behalf of themselves and future owners of the Development Property for the limited purpose of agreeing to be bound by the provisions set forth in Sections 3 and 4 of this Agreement relating to the application and potential cancellation of Mobility Fee Credits following annexation of the Development Property into the City. The parties acknowledge that NLV and the District are each a third-party beneficiary of this Agreement.

SECTION 7. INTERLOCAL AGREEMENT PROVISIONS. To the extent any provision of this Agreement constitutes a joint exercise of power, privilege or authority by and between the County and the City, such provision shall be deemed to be an “interlocal agreement” within the meaning of the Florida Interlocal Cooperation Act of 1969. This Agreement shall be recorded with the Clerk of the Circuit Court of Osceola County.

SECTION 8. DISPUTE RESOLUTION.

(A) Disputes between the County and the City shall be resolved pursuant to Chapter 164, Florida Statutes.

(B) Disputes between the City and/or County and NLV and/or the District shall be addressed in the manner set forth in this subsection prior to resorting to litigation.

(1) Any party may initiate the dispute resolution process by providing written notice to the other party. After transmittal and receipt of a notice specifying the area or areas of disagreement, the parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues.

(2) If discussions among the parties fail to resolve the dispute within sixty calendar days of the notice described in the foregoing subsection (A), the parties shall appoint a mutually acceptable neutral third party to act as a mediator. If the parties are unable to agree upon a mediator, the County will request appointment of a mediator by the Chief Judge of the Circuit Court of the Ninth Judicial Circuit in and for the County. The mediation contemplated by this subsection is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. It is understood that any settlement may require approval of the St. Cloud City Council and/or the Osceola County Board of County Commissioners.

(3) If the parties are unable to reach a mediated settlement within one hundred twenty calendar days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other parties. In such event, either party may initiate litigation within one hundred twenty calendar days of the notice terminating the settlement discussions. Failure by the party initiating the dispute resolution procedure to

commence litigation within the one hundred twenty-day period shall be deemed to constitute an acceptance of the interpretation or performance of the other party.

SECTION 9. PROFESSIONAL FEES. NLV and the District shall each be responsible for securing its own counsel for representation relative to all matters associated with performance, cancellation or closing hereunder, including any mediation, unless otherwise specified herein, and each party shall be responsible for the payment of the fees of its own attorneys and other professional advisors or consultants in connection therewith.

SECTION 10. NO JOINT VENTURE. Nothing in this Agreement shall be deemed to constitute the creation of a joint venture or partnership relationship among the parties to this Agreement.

SECTION 11. NON-WAIVER. The failure of any party to insist upon another party's compliance with its obligations under this Agreement in any one or more instances shall not operate to release such other party from its duties to comply with such obligations in all other instances.

SECTION 12. COUNTERPARTS. This Agreement may be executed in multiple counterparts. Each such counterpart shall be deemed an original of this Agreement, so that in making proof of this Agreement, it shall only be necessary to produce or account for one such counterpart.

SECTION 13. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein.

SECTION 14. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the respective of the respective permitted successors and assigns.

SECTION 15. AMENDMENTS AND WAIVERS. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by all parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided.

SECTION 16. NOTICES TO PARTIES. Whenever this Agreement requires or permits any consent, approval, notice, or request, proposal, or demand from one party to another, the content, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to and received by the party intended to receive it (A) by hand delivery to the person(s) hereinafter designated, or (B) by overnight hand delivery addressed as follows, or (C) through the United States Mail, postage prepaid, certified mail, return-receipt requested or (D) delivered and received by facsimile telephone transmission or other electronic transmission (provided that an original of that electronically transmitted document is delivered within five days after the document was electronically transmitted) upon the date so delivered to and received by the person to whom it is at the address set forth opposite the party's name below:

County: Osceola County Manager
1 Courthouse Square
Suite 4700
Kissimmee, Florida 34741
Phone: 407-742-2385
Fax: 407-742-3291

City: St. Cloud City Manager
1300 Ninth Street
Third Floor
St. Cloud, Florida 34769
Phone: 407-957-7301
Fax: 407-957-7385

NLV: Narcoossee Land Ventures, LLC
Amanda Caruso
283 Cranes Roost Blvd, Suite 250
Altamonte Springs, Florida 32701

District: Live Oak Lake Community Development
District
c/o Governmental Management Services-
Central Florida, LLC,
219 E. Livingston St,
Orlando, FL 32801

With a copy to: Sarah R. Sandy
Kutak Rock LLP
107 West College Avenue
Tallahassee, FL 32301

Any of the foregoing parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed.

SECTION 17. SEVERABILITY. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be revised so as to cure such invalid, illegal or unenforceable provision to carry out as nearly as possible the original intent of the parties.

SECTION 18. GOVERNING LAW AND VENUE. This Agreement and all agreements entered into in connection herewith will be performed in Osceola County. The laws of Florida shall govern the validity, construction, enforcement and interpretation of this Agreement. In the event

of litigation among the parties hereto, their successors or assigns, with regard to this Agreement and any subsequent supplementary agreements or amendments, venue shall lie exclusively in Osceola County.

Signatures on following page

IN WITNESS WHEREOF, the Board of County Commissioners of Osceola, Florida, has caused this Agreement to be executed and delivered this _____ of _____, 2025.

OSCEOLA COUNTY, FLORIDA

By: _____
Chairman Vice Chairman

(SEAL)

ATTEST:

Clerk/Deputy Clerk

STATE OF _____
COUNTY OF _____

The foregoing instrument acknowledged
before me

IN WITNESS WHEREOF, the City Council of St. Cloud, Florida, has caused this Agreement to be executed and delivered this _____ of _____, 2025.

CITY OF ST. CLOUD, FLORIDA

By: _____
Christian B. Roberton, Mayor

ATTEST:

Ivy Llauro, City Clerk

(SEAL)

IN WITNESS WHEREOF, the Narcoossee Land Ventures, LLC, has caused this Agreement to be executed and delivered this _____ of _____, 2025.

NARCOOSSEE LAND VENTURES, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

WITNESSES:

Name: _____
Address: _____

Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____, as _____ of Narcoossee Land Ventures, LLC, a Florida limited liability company, on behalf of the corporation. He (She) ☐ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

IN WITNESS WHEREOF, the Live Oak Lake Community Development District has caused this Agreement to be executed and delivered this _____ of _____, 2025.

**LIVE OAK LAKE COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____
Title: _____

WITNESSES:

Name: _____
Address: _____

Name: _____
Address: _____

[Notarial Acknowledgment Appears on Following Page]

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this _____ day of _____, 2025, by
_____, as _____ of Live Oak Lake Community
Development District. He (She) ☐ is personally known to me or ☐ has produced
_____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

EXHIBIT "A"

TWIN LAKES PHASE 2C

A PORTION OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 31 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE RUN S89°38'45"E ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 1318.40 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID NORTH LINE, RUN S00°10'22"W ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 17, A DISTANCE OF 523.55 FEET; THENCE DEPARTING SAID WEST LINE, RUN N77°43'04"E, A DISTANCE OF 19.62 FEET TO THE SOUTHWEST CORNER OF TRACT SW-9, TWIN LAKES PHASES 2A AND 2B ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 27, PAGES 121 THROUGH 126 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SAID TRACT SW-9 THE FOLLOWING THREE COURSES AND DISTANCES; THENCE CONTINUE N77°43'04"E, A DISTANCE OF 65.12 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 186.00 FEET, A CENTRAL ANGLE OF 75°27'20", A CHORD BEARING OF N48°28'41"E, AND A CHORD DISTANCE OF 227.63 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 244.95 FEET; THENCE RUN N59°45'45"E, A DISTANCE OF 76.41 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S30°14'15"E, A DISTANCE OF 43.32 FEET; THENCE RUN N59°45'45"E, A DISTANCE OF 35.00 FEET; THENCE RUN S30°14'15"E, A DISTANCE OF 20.00 FEET; THENCE RUN N59°45'45"E, A DISTANCE OF 20.00 FEET; THENCE RUN N30°14'15"W, A DISTANCE OF 20.00 FEET; THENCE RUN N59°45'45"E, A DISTANCE OF 10.00 FEET; THENCE RUN S30°14'15"E, A DISTANCE OF 163.67 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 855.00 FEET, A CENTRAL ANGLE OF 29°18'04", A CHORD BEARING OF S44°53'17"E AND A CHORD DISTANCE OF 432.50 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 437.25 FEET TO THE POINT OF TANGENCY; THENCE RUN S59°32'19"E, A DISTANCE OF 627.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1055.00 FEET, A CENTRAL ANGLE OF 11°41'43", A CHORD BEARING OF S65°23'10"E AND A CHORD DISTANCE OF 214.97 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 215.35 FEET TO A POINT OF NON-TANGENCY; THENCE RUN S18°45'58"W, A DISTANCE OF 108.59 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 447.00 FEET, A CENTRAL ANGLE OF 31°36'09", A CHORD BEARING OF S58°14'17"W AND A CHORD DISTANCE OF 243.44 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 246.55 FEET TO THE END OF SAID CURVE; THENCE RUN S66°43'12"W, A DISTANCE OF 64.74 FEET; THENCE RUN S19°48'38" W, A DISTANCE OF 186.31 FEET TO A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 647.00 FEET, A CENTRAL ANGLE OF 18°19'10", A CHORD BEARING OF S11°44'35"W AND A CHORD DISTANCE OF 205.99 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE AN ARC LENGTH OF 206.87 FEET TO THE END OF SAID CURVE; THENCE RUN S00°16'49"W, A DISTANCE OF 52.00 FEET TO A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 647.00 FEET, A CENTRAL ANGLE OF 15°26'18", A CHORD BEARING OF S09°44'31"E AND A CHORD DISTANCE OF 173.81 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE AN ARC LENGTH OF 174.33 FEET TO A POINT OF REVERSE CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 647.00 FEET, A CENTRAL ANGLE OF 10°56'36", A CHORD BEARING OF S 11°59'22"E AND A CHORD DISTANCE OF 123.39 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE AN ARC LENGTH OF 123.57

FEET TO THE END OF SAID CURVE; THENCE RUN S83°28'56"W, A DISTANCE OF 121.00 FEET TO A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 526.00 FEET, A CENTRAL ANGLE OF 00°06'51", A CHORD BEARING OF S06°27'38"E AND A CHORD DISTANCE OF 1.05 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE AN ARC LENGTH OF 1.05 FEET TO THE END OF SAID CURVE; THENCE RUN S83°35'47"W, A DISTANCE OF 52.00 FEET TO A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 474.00 FEET, A CENTRAL ANGLE OF 06°41'02", A CHORD BEARING OF S03°03'42"E AND A CHORD DISTANCE OF 55.26 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE AN ARC LENGTH OF 55.29 FEET TO THE END OF SAID CURVE; THENCE RUN S00°16'49"W, A DISTANCE OF 45.19 FEET; THENCE RUN N89°43'11"W, A DISTANCE OF 613.23 FEET TO A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 970.00 FEET, A CENTRAL ANGLE OF 05°22'49", A CHORD BEARING OF N00°40'27"W, AND A CHORD DISTANCE OF 91.05 FEET; THENCE RUN NORTHERLY ALONG SAID CURVE AN ARC LENGTH OF 91.09 FEET TO THE END OF SAID CURVE; THENCE RUN S86°38'08"W, A DISTANCE OF 52.00 FEET TO A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 918.00 FEET, A CENTRAL ANGLE OF 11°08'20", A CHORD BEARING OF N08°56'02"W, AND A CHORD DISTANCE OF 178.19 FEET; THENCE RUN NORTHERLY ALONG SAID CURVE AN ARC LENGTH OF 178.47 FEET TO THE END OF SAID CURVE; THENCE RUN S75°29'47"W, A DISTANCE OF 121.00 FEET; THENCE RUN N16°14'50"W, A DISTANCE OF 49.12 FEET; THENCE RUN N17°38'25"W, A DISTANCE OF 397.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 447.00 FEET, A CENTRAL ANGLE OF 15°06'57", A CHORD BEARING OF N25°11'53"W AND A CHORD DISTANCE OF 117.59 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 117.93 FEET TO A POINT OF REVERSE CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 447.00 FEET, A CENTRAL ANGLE OF 35°52'22", A CHORD BEARING OF N14°49'11"W AND A CHORD DISTANCE OF 275.32 FEET; THENCE RUN NORTHERLY ALONG SAID CURVE AN ARC LENGTH OF 279.87 TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 329.00 FEET, A CENTRAL ANGLE OF 09°12'15", A CHORD BEARING OF N72°34'11"W AND A CHORD DISTANCE OF 52.80 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 52.85 FEET TO THE END OF SAID CURVE; THENCE RUN N22°01'57"E, A DISTANCE OF 58.00 FEET TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 103°02'59", A CHORD BEARING OF N16°26'34"W AND A CHORD DISTANCE OF 39.14 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 44.96 FEET TO A POINT OF REVERSE CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 779.00 FEET, A CENTRAL ANGLE OF 47°21'52", A CHORD BEARING OF N11°24'00"E AND A CHORD DISTANCE OF 625.79 FEET; THENCE RUN NORTHERLY ALONG SAID CURVE AN ARC LENGTH OF 643.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,869,690 SQUARE FEET OR 42.922 ACRES, MORE OR LESS.

TWIN LAKES PHASE 2D

A PORTION OF LANDS LYING IN SECTIONS 17 AND 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST TOGETHER WITH A PORTION OF LOT 7, AND A PORTION OF THE UNNAMED PLATTED RIGHT-OF-WAY ADJACENT TO THE NORTH BOUNDARY OF SAID LOT 7, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 20, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 26 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE RUN S89°43' 1"E ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 664.50 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S00°15'21"W, A DISTANCE OF 145.56 FEET TO THE POINT OF BEGINNING; THENCE RUN S89°44'39"E, A DISTANCE OF 18.00 FEET; THENCE RUN N00°15'21"E, A DISTANCE OF 52.00 FEET; THENCE RUN S89°44'39"E, A DISTANCE OF 21.12 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 274.00 FEET, A CENTRAL ANGLE OF 34°38'17", A CHORD BEARING OF N72°56'13"E AND A CHORD DISTANCE OF 163.13 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 165.65 FEET TO A THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 676.00 FEET, A CENTRAL ANGLE OF 31°40'25", A CHORD BEARING OF N71°27'17"E AND A CHORD DISTANCE OF 368.96 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 373.70 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 124.00 FEET, A CENTRAL ANGLE OF 43°59'56", A CHORD BEARING OF N65°17'31"E AND A CHORD DISTANCE OF 92.90 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 95.22 FEET TO THE POINT OF CUSP OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 716.00 FEET, A CENTRAL ANGLE OF 10°20'52", A CHORD BEARING OF S89°01'37"W AND A CHORD DISTANCE OF 129.14 FEET; THENCE RUN WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 129.31 FEET TO THE END OF SAID CURVE; THENCE RUN N25°01'04"E A, DISTANCE OF 123.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 503.00 FEET, A CENTRAL ANGLE OF 39°25'28", A CHORD BEARING OF N00°58'01"E AND A CHORD DISTANCE OF 339.32 FEET; THENCE RUN NORTHERLY ALONG SAID CURVE AN ARC LENGTH OF 346.11 FEET TO THE END OF SAID CURVE; THENCE RUN N17°00'49"W, A DISTANCE OF 100.00 FEET; THENCE RUN N72°21'35"E, A DISTANCE OF 172.00 FEET; THENCE RUN N17°38'25"W, A DISTANCE OF 21.54 FEET; THENCE RUN N72°21'35"E, A DISTANCE OF 121.00 FEET; THENCE RUN S17°38'25"E, A DISTANCE OF 125.74 FEET; THENCE RUN S16°14'50"E, A DISTANCE OF 49.12 FEET; THENCE RUN N75°29'47"E, A DISTANCE OF 121.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 918.00 FEET, A CENTRAL ANGLE OF 11°08'20", A CHORD BEARING OF S08°56'02"E AND A CHORD DISTANCE OF 178.19 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE AN ARC LENGTH OF 178.47 FEET TO THE END OF SAID CURVE; THENCE RUN N86°38'08"E, A DISTANCE OF 52.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 970.00 FEET, A CENTRAL ANGLE OF 05°22'49", A CHORD BEARING OF S00°40'27"E AND A CHORD DISTANCE OF 91.05 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE AN ARC LENGTH OF 91.09 FEET TO THE END OF SAID CURVE; THENCE RUN S89°43'11"E, A DISTANCE OF 613.23 FEET; THENCE RUN N00°16'49"E, A DISTANCE OF 45.19 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 474.00 FEET, A

CENTRAL ANGLE OF 06°41'02", A CHORD BEARING OF N03°03'42"W AND A CHORD DISTANCE OF 55.26 FEET; THENCE RUN NORTHERLY ALONG SAID CURVE AN ARC LENGTH OF 55.29 FEET TO THE END OF SAID CURVE; THENCE RUN N83°35'47"E, A DISTANCE OF 52.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 526.00 FEET, A CENTRAL ANGLE OF 00°06'51", A CHORD BEARING OF N06°27'38"W AND A CHORD DISTANCE OF 1.05 FEET; THENCE RUN NORTHERLY ALONG SAID CURVE AN ARC LENGTH OF 1.05 FEET TO THE END OF SAID CURVE; THENCE RUN N83°28'56"E, A DISTANCE OF 121.00 FEET; THENCE RUN S03°52'35"E, A DISTANCE OF 62.76 FEET; THENCE RUN S00°16'49"W, A DISTANCE OF 179.69 FEET; THENCE RUN S89°43'11"E, A DISTANCE OF 12.80 FEET; THENCE RUN S00°16'49"W, A DISTANCE OF 247.76 FEET; THENCE RUN N89°43'11"W, A DISTANCE OF 1208.70 FEET; THENCE RUN S00°25'24"W, A DISTANCE OF 99.44 FEET; THENCE RUN N89°34'36"W, A DISTANCE OF 95.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 503.00 FEET, A CENTRAL ANGLE OF 30°35'58", A CHORD BEARING OF S70°55'04"W AND A CHORD DISTANCE OF 265.45 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 268.63 FEET THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 447.00 FEET, A CENTRAL ANGLE OF 34°38'17", A CHORD BEARING OF S72°56'13"W AND A CHORD DISTANCE OF 266.14 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 270.23 FEET TO THE END OF SAID CURVE; THENCE RUN N89°44'39"W, A DISTANCE OF 39.12 FEET; THENCE RUN N00°15'21"E, A DISTANCE OF 121.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 740,536 SQUARE FEET OR 17.00 ACRES, MORE OR LESS.

TWIN LAKE PHASE 3

A PORTION OF TRACT FD-1, TWIN LAKES CONNECTOR ROAD ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGES 186-193, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING LOCATED IN SECTION 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 22, TWIN LAKES PHASE 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGES 172-178 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID TWIN LAKE PHASE 1, N32°52'15"E, A DISTANCE OF 162.76 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF BULLIS ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 4900, PAGE 2827, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG SAID SOUTHWESTERLY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES; S53°26'17"E A DISTANCE OF 895.13 FEET; THENCE S89°38'45"E, A DISTANCE OF 586.97 FEET; THENCE DEPARTING SAID SOUTHWESTERLY LINE, RUN S00°04'08"E, A DISTANCE OF 40.00 FEET; THENCE S73°38'47"E, A DISTANCE OF 47.96 FEET; THENCE S16°21'13"W, A DISTANCE OF 124.52 FEET; THENCE S73°38'47"E, A DISTANCE OF 52.00 FEET; THENCE S16°21'13"W, A DISTANCE OF 16.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S28°38'47"E AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; THENCE S16°21'13"W, A DISTANCE OF 52.00 FEET TO A POINT ON A

NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S61°21'13"W AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE S16°21'13"W, A DISTANCE OF 192.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S28°38'47"E AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; THENCE S16°21'13"W, A DISTANCE OF 52.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S61°21'13"W AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE S16°21'13"W, A DISTANCE OF 192.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S28°38'47"E AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE S73°38'47"E, A DISTANCE OF 4.00 FEET; THENCE S16°21'13"W, A DISTANCE OF 52.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S61°21'13"W AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; THENCE S16°21'13"W, A DISTANCE OF 4.22 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 13°07'26", A CHORD BEARING OF S09°47'30"W AND A CHORD DISTANCE OF 107.42 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 107.66 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 186.00 FEET, A CENTRAL ANGLE OF 04°09'23", A CHORD BEARING OF S01°09'06"W AND A CHORD DISTANCE OF 13.49 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 13.49 FEET TO THE END OF SAID CURVE; THENCE N89°04'25"E, A DISTANCE OF 5.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 181.00 FEET, A CENTRAL ANGLE OF 24°48'06", A CHORD BEARING OF S13°19'38"E AND A CHORD DISTANCE OF 77.74 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 78.35 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 105.00 FEET, A CENTRAL ANGLE OF 27°54'35", A CHORD BEARING OF S11°46'24"E AND A CHORD DISTANCE OF 50.64 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 51.15 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 560.00 FEET, A CENTRAL ANGLE OF 14°10'20", A CHORD BEARING OF S09°16'03"W AND A CHORD DISTANCE OF 138.16 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 138.52 FEET TO THE POINT OF TANGENCY; THENCE S16°21'13"W, A DISTANCE OF 16.41 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 06°51'37", A CHORD BEARING OF S12°55'25"W AND A CHORD DISTANCE OF 21.54 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 21.55 FEET TO THE END OF SAID CURVE; THENCE N81°01'00"W, A DISTANCE OF 4.80 FEET; THENCE N80°31'11"W, A DISTANCE OF 56.94 FEET; THENCE N73°38'47"W, A DISTANCE OF 60.00 FEET TO A POINT ON THE EAST LINE OF TRACT SWN-16, OF AFOREMENTIONED PLAT OF TWIN LAKES CONNECTOR ROAD; THENCE ALONG THE EAST LINE OF TRACT SWN-16 AND THE NORTH LINE OF TRACT SWN-16 AND OSN-1 THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES; N16°21'13"E, A DISTANCE OF 45.35 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 440.00 FEET, A

CENTRAL ANGLE OF 12°15'31", A CHORD BEARING OF N10°13'27"E AND A CHORD DISTANCE OF 93.96 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 94.14 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 105.00 FEET, A CENTRAL ANGLE OF 18°46'59", A CHORD BEARING OF N13°29'11"E AND A CHORD DISTANCE OF 34.27 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 34.42 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 181.00 FEET, A CENTRAL ANGLE OF 24°21'49", A CHORD BEARING OF N10°41'46"E AND A CHORD DISTANCE OF 76.39 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 76.97 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 535.00 FEET, A CENTRAL ANGLE OF 07°47'20", A CHORD BEARING OF N02°24'32"E AND A CHORD DISTANCE OF 72.67 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 72.73 FEET TO THE END OF SAID CURVE; THENCE N83°10'01"W, A DISTANCE OF 40.81 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 693.81 FEET, A CENTRAL ANGLE OF 19°48'38", A CHORD BEARING OF N89°41'35"W AND A CHORD DISTANCE OF 238.70 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 239.89 FEET TO THE END OF SAID CURVE; THENCE S82°47'19"W, A DISTANCE OF 17.84 FEET; THENCE S82°43'26"W, A DISTANCE OF 343.79 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 758.58 FEET, A CENTRAL ANGLE OF 47°37'36", A CHORD BEARING OF N73°42'33"W AND A CHORD DISTANCE OF 612.56 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 630.56 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 651.03 FEET, A CENTRAL ANGLE OF 23°00'28", A CHORD BEARING OF N58°09'04"W AND A CHORD DISTANCE OF 259.67 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 261.43 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 666.00 FEET, A CENTRAL ANGLE OF 34°06'36", A CHORD BEARING OF N52°36'00"W AND A CHORD DISTANCE OF 390.66 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 396.49 FEET TO THE END OF SAID CURVE; THENCE N35°32'41"W, A DISTANCE OF 115.95 FEET TO THE EASTERLY LINE OF AFOREMENTIONED TWIN LAKE PHASE 1; THENCE RUN ALONG THE SOUTHEASTERLY, SOUTHWESTERLY AND NORTHEASTERLY LINES OF SAID TWIN LAKES PHASE I THE FOLLOWING TWENTY THREE (23) COURSES AND DISTANCES: N54°27'19"E, A DISTANCE OF 126.00 FEET; THENCE S35°32'41"E, A DISTANCE OF 41.69 FEET; THENCE N54°27'19"E, A DISTANCE OF 52.00 FEET; THENCE N35°32'41"W, A DISTANCE OF 10.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N09°27'19"E AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N54°27'19"E, A DISTANCE OF 77.99 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 526.00 FEET, A CENTRAL ANGLE OF 02°04'18", A CHORD BEARING OF N53°25'10"E AND A CHORD DISTANCE OF 19.02 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 19.02 FEET TO THE POINT OF TANGENCY; THENCE S35°32'41"E, A DISTANCE OF 113.92 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 352.00 FEET, A CENTRAL ANGLE OF 34°18'54", A CHORD BEARING OF S52°42'08"E AND A CHORD DISTANCE OF 207.68 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 210.82 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 948.00 FEET, A CENTRAL ANGLE OF 21°38'03", A CHORD BEARING OF S59°02'34"E AND A CHORD DISTANCE OF 355.83 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 357.95

FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 452.00 FEET, A CENTRAL ANGLE OF 28°59'20", A CHORD BEARING OF S62°43'12"E AND A CHORD DISTANCE OF 226.26 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 228.69 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 526.00 FEET, A CENTRAL ANGLE OF 11°30'30", A CHORD BEARING OF N25°21'30"E AND A CHORD DISTANCE OF 105.47 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 105.65 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 574.00 FEET, A CENTRAL ANGLE OF 16°04'29", A CHORD BEARING OF N23°04'31"E AND A CHORD DISTANCE OF 160.51 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 161.04 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 726.00 FEET, A CENTRAL ANGLE OF 15°04'21", A CHORD BEARING OF N22°34'27"E AND A CHORD DISTANCE OF 190.43 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 190.98 FEET TO THE END OF SAID CURVE; THENCE N49°11'17"W, A DISTANCE OF 303.63 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 748.00 FEET, A CENTRAL ANGLE OF 26°59'21", A CHORD BEARING OF N51°51'30"W AND A CHORD DISTANCE OF 349.10 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 352.35 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 452.00 FEET, A CENTRAL ANGLE OF 18°05'43", A CHORD BEARING OF N47°24'40"W AND A CHORD DISTANCE OF 142.16 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 142.75 FEET TO THE END OF SAID CURVE; THENCE N32°52'15"E, A DISTANCE OF 96.19 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°09'45", A CHORD BEARING OF N79°27'08"E AND A CHORD DISTANCE OF 36.32 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 40.65 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 574.00 FEET, A CENTRAL ANGLE OF 00°56'48", A CHORD BEARING OF S53°29'35"E AND A CHORD DISTANCE OF 9.48 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 9.48 FEET TO THE END OF SAID CURVE; THENCE N36°58'49"E, A DISTANCE OF 52.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 626.00 FEET, A CENTRAL ANGLE OF 04°06'33", A CHORD BEARING OF N55°04'28"W AND A CHORD DISTANCE OF 44.89 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 44.90 FEET TO THE END OF SAID CURVE; THENCE N57°07'45"W, A DISTANCE OF 1.97 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,512,660 SQUARE FEET OR 34.73 ACRES MORE OR LESS.

TWIN LAKE PH 4A

A PORTION OF LANDS LYING IN SECTION 17, TOWNSHIP 26 SOUTH, RANGE 31 EAST, OSCEOLA COUNTY, FLORIDA, BEING A PORTION OF TRACT FD-2, TWIN LAKES CONNECTOR ROAD ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGE 186-193 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE S89°43'11"E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 2512.32 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE RUN, N00°16'49"E, A DISTANCE OF 247.76 FEET; THENCE N89°43'11"W, A DISTANCE OF 12.80 FEET; THENCE N00°16'49"E, A DISTANCE OF 179.69 FEET; THENCE N03°52'35"W, A DISTANCE OF 62.76 FEET TO THE SOUTHEAST CORNER OF LOT 841, TWIN LAKES PHASE 2C ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 31, PAGES 2-7 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 647.00 FEET, A CENTRAL ANGLE OF 10°56'36", A CHORD BEARING OF N11°59'22"W AND A CHORD DISTANCE OF 123.39 FEET; THENCE RUN ALONG THE EASTERLY LINE OF SAID TWIN LAKES PHASE 2C THE FOLLOWING THREE (3) COURSES: NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 123.57 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 647.00 FEET, A CENTRAL ANGLE OF 15°26'18", A CHORD BEARING OF N09°44'31"W AND A CHORD DISTANCE OF 173.81 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 174.33 FEET THE END OF SAID CURVE; THENCE N00°16'49"E, A DISTANCE OF 52.00 FEET; THENCE DEPARTING SAID EASTERLY LINE, RUN S89°43'11"E, A DISTANCE OF 97.84 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 84°41'21", A CHORD BEARING OF N47°56'08"E AND A CHORD DISTANCE OF 33.68 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.95 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 526.00 FEET, A CENTRAL ANGLE OF 02°11'24". A CHORD BEARING OF N06°41'10"E AND A CHORD DISTANCE OF 20.10 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 20.11 FEET TO THE END OF SAID CURVE; THENCE S82°13'08"E, A DISTANCE OF 172.00 FEET; THENCE N13°17'32"E, A DISTANCE OF 67.99 FEET; THENCE N24°18'51"E, A DISTANCE OF 67.99 FEET; THENCE N35°22'43"E, A DISTANCE OF 67.77 FEET; THENCE N55°38'00"E, A DISTANCE OF 74.49 FEET; THENCE N83°50'15"E, A DISTANCE OF 80.48 FEET; THENCE S81°52'33"E, A DISTANCE OF 73.18 FEET; THENCE S77°14'29"E, A DISTANCE OF 85.31 FEET; THENCE S69°25'58"E, A DISTANCE OF 78.65 FEET; THENCE S60°07'47"E, A DISTANCE OF 74.19 FEET; THENCE S10°27'14"E, A DISTANCE OF 81.78 FEET; THENCE S06°30'21"W, A DISTANCE OF 76.03 FEET; THENCE S03°22'05"W, A DISTANCE OF 76.03 FEET; THENCE S00°13'50"W, A DISTANCE OF 76.03 FEET; THENCE N88°39'42"E, A DISTANCE OF 120.52 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1268.00 FEET, A CENTRAL ANGLE OF 00°17'39", A CHORD BEARING OF N01°11'28"W AND A CHORD DISTANCE OF 6.51 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 6.51 FEET TO THE END OF SAID CURVE; THENCE N88°57'21"E, A DISTANCE OF 176.50 FEET TO A POINT ON THE WEST LINE OF TRACT OSN-3 OF THE AFORESAID TWIN LAKE CONNECTOR ROAD PLAT, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1091.50 FEET, A CENTRAL ANGLE OF 01°17'42", A CHORD BEARING OF S01°41'30"E AND A

CHORD DISTANCE OF 24.67 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 24.67 FEET TO THE SOUTHWEST CORNER OF SAID TRACT OSN-3 BEING THE END OF SAID CURVE; THENCE N84°46'21"E ALONG THE SOUTH LINE OF SAID TRACT OSN-3, A DISTANCE OF 38.15 FEET TO A POINT ON THE WEST LINE OF SAID TRACT DEDN-2 OF THE AFORESAID TWIN LAKES CONNECTOR ROAD PLAT; THENCE S05°13'39"E ALONG SAID WESTERLY LINE OF SAID TRACT DEDN-2, A DISTANCE OF 110.00 FEET TO A POINT ON THE NORTHERLY LINE OF TRACT OSN-6 OF THE AFORESAID TWIN LAKES CONNECTOR ROAD PLAT; THENCE S84°46'21"W ALONG THE NORTH LINE OF SAID TRACT OSN-6, A DISTANCE OF 34.65 FEET TO THE NORTHWEST CORNER OF SAID TRACT OSN-6, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1088.00 FEET, A CENTRAL ANGLE OF 08°34'08", A CHORD BEARING OF S12°24'34"E AND A CHORD DISTANCE OF 162.57 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND THE WESTERLY LINE OF SAID TRACT OSN-6 THE FOLLOWING SEVEN (7) COURSES: A DISTANCE OF 162.72 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 912.00 FEET, A CENTRAL ANGLE OF 11°27'26", A CHORD BEARING OF S10°57'55"E AND A CHORD DISTANCE OF 182.07 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 182.37 FEET TO THE END OF SAID CURVE; THENCE S89°10'35"E, A DISTANCE OF 30.28 FEET; THENCE S00°49'25"W, A DISTANCE OF 62.00 FEET; THENCE N89°10'35"W, A DISTANCE OF 15.00 FEET; THENCE S00°49'25"W, A DISTANCE OF 117.65 FEET; THENCE S89°33'33"E, A DISTANCE OF 38.30 FEET; THENCE S00°29'57"W, A DISTANCE OF 55.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT FD-2 BEING ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE N89°33'33"W ALONG THE SOUTH OF SAID TRACT FD-2 ALSO BEING SAID SOUTH SECTION LINE, A DISTANCE OF 1046.57 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE N89°43'11"W ALONG SAID SOUTH LINE OF SAID TRACT FD-2, AND BEING THE SOUTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 129.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,014,088 SQUARE FEET OR 23.28 ACRES MORE OR

LESS. TWIN LAKE PH 4B

A PORTION OF TRACT FD-2, TWIN LAKES CONNECTOR ROAD ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGE 186-193 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE S89°43'11"E ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 2512.32 FEET; THENCE DEPARTING SAID SOUTH LINE RUN, N00°16'49E, A DISTANCE OF 247.76 FEET; THENCE N89°43'11"W, A DISTANCE OF 12.80 FEET; THENCE N00°16'49"E, A DISTANCE OF 179.69 FEET; THENCE N03°52'35"W, A DISTANCE OF 62.76 FEET TO THE SOUTHEAST CORNER OF LOT 841, TWIN LAKES PHASE 2C ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 31, PAGES 2-7 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA POINT BEING ON A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 647.00 FEET, A CENTRAL ANGLE OF 10°56'36", A CHORD BEARING OF N11°59'22"W AND A CHORD DISTANCE OF 123.39 FEET; THENCE RUN ALONG THE EASTERLY LINE OF SAID TWIN LAKES PHASE 2C THE FOLLOWING THREE (3) COURSES: NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 123.57 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 647.00 FEET, A CENTRAL ANGLE OF 15°26'18", A CHORD

BEARING OF N09°44'31"W AND A CHORD DISTANCE OF 173.81 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 174.33 FEET TO A POINT OF NON TANGENCY; THENCE N00°16'49"E, A DISTANCE OF 52.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 647.00 FEET, A CENTRAL ANGLE OF 18°19'10", A CHORD BEARING OF N 11°44'35"E AND A CHORD DISTANCE OF 205.99 FEET; THENCE ALONG THE EASTERLY AND SOUTHERLY LINE OF SAID TWIN LAKES PHASE 2C THE FOLLOWING FIVE (5) COURSES: NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 206.87 FEET TO A POINT OF NON TANGENCY; THENCE N19°48'38"E, A DISTANCE OF 186.31 FEET; THENCE N66°43'12"E, A DISTANCE OF 64.74 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 447.00 FEET, A CENTRAL ANGLE OF 31°36'09", A CHORD BEARING OF N58°14'17"E AND A CHORD DISTANCE OF 243.44 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 246.55 FEET TO A POINT OF NON TANGENCY; THENCE N18°45'58"E, A DISTANCE OF 6.07 FEET TO A POINT ON THE SOUTHERLY LINE OF TRACT OSN-3 OF AFORESAID TWIN LAKES CONNECTOR ROAD AND ALSO A POINT ON A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 452.00 FEET, A CENTRAL ANGLE OF 13°22'45", A CHORD BEARING OF N81°10'01"E AND A CHORD DISTANCE OF 105.31 FEET; THENCE ALONG THE SOUTHERLY AND WESTERLY LINE OF TRACT OSN-3 THE FOLLOWING TEN (10) COURSES: RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 105.55 FEET TO A POINT OF NON TANGENCY; THENCE N87°51'23"E, A DISTANCE OF 53.60 FEET; THENCE S81°10'15"E, A DISTANCE OF 109.91 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 901.00 FEET, A CENTRAL ANGLE OF 20°37'11", A CHORD BEARING OF S70°51'40"E AND A CHORD DISTANCE OF 322.51 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE. A DISTANCE OF 324.25 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1599.00 FEET, A CENTRAL ANGLE OF 08°56'13", A CHORD BEARING OF S65°01'11"E AND A CHORD DISTANCE OF 249.16 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 249.41 FEET TO A POINT OF NON TANGENCY; THENCE RUN S20°41'28"W, A DISTANCE OF 122.00 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1721.00 FEET, A CENTRAL ANGLE OF 00°28'16", A CHORD BEARING OF S69°42'40"E AND A CHORD DISTANCE OF 14.15 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 14.15 FEET TO A POINT OF NON TANGENCY; THENCE S20°13'11"W, A DISTANCE OF 51.97 FEET; THENCE RUN S70°10'34"E, A DISTANCE OF 23.89 FEET TO A POINT ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1091.50 FEET, A CENTRAL ANGLE OF 15°13'01", A CHORD BEARING OF S06°33'52"W AND A CHORD DISTANCE OF 289.03 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 289.89 FEET TO A POINT OF NON TANGENCY; THENCE DEPARTING SAID WESTERLY LINE OF TRACT OSN-3, RUN S88°57'21"W, A DISTANCE OF 176.50 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1268.00 FEET, A CENTRAL ANGLE OF 00°17'39", A CHORD BEARING OF S01°11'28"E AND A CHORD DISTANCE OF 6.51 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 6.51 FEET TO THE END OF SAID CURVE; THENCE S88°39'42"W, A DISTANCE OF 120.52 FEET; THENCE N00°13'50"E, A DISTANCE OF 76.03 FEET; THENCE N03°22'05"E, A DISTANCE OF 76.03 FEET; THENCE N06°30'21"E, A DISTANCE OF 76.03 FEET; THENCE N10°27'14"W, A DISTANCE OF 81.78 FEET; THENCE N60°07'47"W, A DISTANCE OF 74.19; THENCE N69°25'58"W, A DISTANCE OF 78.65 FEET; THENCE N77°14'29"W, A DISTANCE OF 85.31 FEET; THENCE N81°52'33"W, A DISTANCE OF 73.18 FEET; S83°50'15"W, A DISTANCE OF 80.48 FEET, THENCE S55°38'00"W, A DISTANCE OF 74.49 FEET; THENCE S35°22'43"W, A DISTANCE OF 67.77 FEET; THENCE S24°18'51"W, A DISTANCE OF 67.99 FEET; THENCE S13°17'32"W, A DISTANCE OF 67.99 FEET; THENCE N82°13'08"W, A DISTANCE OF 172.00 FEET TO A POINT OF A CURVE CONCAVE

EASTERLY HAVING A RADIUS OF 526.00 FEET, A CENTRAL ANGLE OF 02°11'24", A CHORD BEARING OF S06°41'10"W AND A CHORD DISTANCE OF 20.10 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 20.11 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 84°41'21", A CHORD BEARING OF S47°56'08"W AND A CHORD DISTANCE OF 33.68 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 36.95 FEET TO A POINT OF TANGENCY; THENCE N89°43'11"W, A DISTANCE OF 97.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 444,428 SQUARE FEET OR 10.20 ACRES MORE OR LESS.

TWIN LAKE PHASE 5

A PORTION OF SECTIONS 16 AND 17, TOWNSHIP 26 SOUTH, RANGE 31 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 17; THENCE S89°43'11"E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 2642.23 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 17; THENCE S89°33'33"E ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 1323.20 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17; THENCE N00°04'08"W, ALONG THE SAID WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 17, A DISTANCE OF 1639.03 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE, RUN N73°38'47"W, A DISTANCE OF 42.11 FEET; THENCE S88°23'21"W, A DISTANCE OF 74.60 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 186.00 FEET, A CENTRAL ANGLE OF 04°10'29", A CHORD BEARING OF N01°08'33"E AND A CHORD DISTANCE OF 13.55 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 13.55 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 13°07'26", A CHORD BEARING OF N09°47'30"E AND A CHORD DISTANCE OF 107.42 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 107.66 FEET TO A POINT THE TANGENCY; THENCE N16°21'13"E, A DISTANCE OF 4.22 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N61°21'13"E AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; THENCE N16°21'13"E, A DISTANCE OF 52.00 FEET; THENCE N73°38'47"W, A DISTANCE OF 4.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N28°38'47"W AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE N16°21'13"E, A DISTANCE OF 192.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N61°21'13"E AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; THENCE N16°21'13"E, A DISTANCE OF 52.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A

CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N28°38'47"W AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N16°21'13"E, A DISTANCE OF 192.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N61°21'13"E AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE END OF SAID CURVE; THENCE N16°21'13"E, A DISTANCE OF 52.00 FEET TO A POINT ON A ON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N28°38'47"W AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE N74°38'03"W, A DISTANCE OF 52.01 FEET; THENCE N16°21'13"E, A DISTANCE OF 141.42 FEET; THENCE N73°38'47"W, A DISTANCE OF 47.96 FEET; THENCE N00°04'08" W, A DISTANCE OF 483.52 FEET; THENCE N87°15'22"W, A DISTANCE OF 12.37 FEET; THENCE N57°55'45"W, A DISTANCE OF 32.65 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE N00°04'08"W, ALONG SAID WEST LINE, A DISTANCE OF 35.57 FEET TO A POINT ON THE SAFE UPLAND LINE FOR LIVE OAK LAKE AS APPROVED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, HAVING AN ELEVATION OF 64.10 FEET (NAVD 88); THENCE DEPARTING SAID WEST LINE, RUN ALONG SAID SAFE UPLAND LINE THE FOLLOWING TWENTY-ONE (21) COURSES: N85°47'24"E, A DISTANCE OF 33.96 FEET; THENCE S66°30'52"E, A DISTANCE OF 53.70 FEET; THENCE S74°40'11"E, A DISTANCE OF 65.28 FEET; THENCE S78°52'14"E, A DISTANCE OF 176.71 FEET; THENCE S38°18'54"E, A DISTANCE OF 40.85 FEET; THENCE S86°21'47"E, A DISTANCE OF 87.85 FEET; THENCE S36°47'40"E, A DISTANCE OF 16.47 FEET; THENCE N74°48'37"E, A DISTANCE OF 22.15 FEET; THENCE S59°30'19"E, A DISTANCE OF 75.66 FEET; THENCE S73°47'32"E, A DISTANCE OF 57.09 FEET; THENCE N89°23'09"E, A DISTANCE OF 185.48 FEET; THENCE S78°39'53"E, A DISTANCE OF 217.12 FEET; THENCE S69°14'50"E, A DISTANCE OF 57.77 FEET; THENCE S75°43'06"E, A DISTANCE OF 133.21 FEET; THENCE N79°44'47"E, A DISTANCE OF 102.41 FEET; THENCE N52°43'37"E, A DISTANCE OF 70.77 FEET; THENCE N54°39'11"E, A DISTANCE OF 33.88 FEET; THENCE N71°10'54"E, A DISTANCE OF 41.13 FEET; THENCE N77°05'50"E, A DISTANCE OF 84.53 FEET; THENCE N46°05'27"E, A DISTANCE OF 86.20 FEET; THENCE DEPARTING SAID SAFE UPLAND LINE, RUN S48°07'08"E, A DISTANCE OF 796.13 FEET; THENCE S41°52'52"W, A DISTANCE OF 883.27 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1555.00 FEET, A CENTRAL ANGLE OF 19°52'18", A CHORD BEARING OF S41°30'06"W AND A CHORD DISTANCE OF 536.62 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 539.31 FEET TO THE END OF SAID CURVE; THENCE N38°33'45"W, A DISTANCE OF 110.00 FEET; TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°13'47", A CHORD BEARING OF N81°56'52"W AND A CHORD DISTANCE OF 36.34 FEET, THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 40.68 FEET TO THE END OF SAID CURVE; THENCE S54°40'02"W, A DISTANCE OF 110.00 FEET; THENCE N35°19'58"W, A DISTANCE OF 44.62 FEET; THENCE S54°40'02"W, A DISTANCE OF 81.37 FEET; THENCE S75°21'06"W, A DISTANCE OF 93.51 FEET; THENCE S87°15'16"W, A DISTANCE OF 94.03 FEET; THENCE N80°50'33"W, A DISTANCE OF 93.87 FEET; THENCE N72°36'34"W, A DISTANCE OF 72.77 FEET; THENCE N73°38'47"W, A DISTANCE OF 569.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 254,4524 SQUARE FEET OR 58.41 ACRES MORE OR LESS.

TWIN LAKE PHASE 6

A PORTION OF TRACT FD-1, TWIN LAKES CONNECTOR ROAD ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGES 186-193, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING LOCATED IN SECTIONS 16 AND 17, TOWNSHIP 26 SOUTH, RANGE 31 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE S89°43'11"E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 2642.23 FEET TO A POINT ON THE SE CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE CONTINUE ALONG SAID SOUTH LINE, S89°33'33"E, A DISTANCE OF 1126.57 FEET TO THE POINT ON THE SW CORNER OF SAID TRACT FD-1 AND ALSO THE POINT OF BEGINNING; THENCE ALONG THE WESTERLY LINE OF SAID TRACT FD-1 THE FOLLOWING EIGHTEEN (18) COURSES AND DISTANCES: N00°29'57"E, A DISTANCE OF 55.00 FEET; THENCE S89°33'33"E, A DISTANCE OF 39.29 FEET; THENCE N00°27'40"E, A DISTANCE OF 144.35 FEET; THENCE N89°32'20"W, A DISTANCE OF 15.00 FEET; THENCE N00°27'40"E, A DISTANCE OF 128.69 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1080.00 FEET, A CENTRAL ANGLE OF 07°21'05", A CHORD BEARING OF N13°01'06"W AND A CHORD DISTANCE OF 138.47 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 138.57 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 920.00 FEET, A CENTRAL ANGLE OF 04°12'28", A CHORD BEARING OF N14°35'24"W AND A CHORD DISTANCE OF 67.55 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 67.57 FEET TO THE END OF SAID CURVE; THENCE N05°13'39"W, A DISTANCE OF 61.24 FEET; THENCE S84°46'21"W, A DISTANCE OF 28.98 FEET; THENCE N05°13'39"W, A DISTANCE OF 115.00 FEET; THENCE N84°46'21"E, A DISTANCE OF 124.31 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 205.00 FEET, A CENTRAL ANGLE OF 07°27'32", A CHORD BEARING OF N88°30'07"E AND A CHORD DISTANCE OF 26.67 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 26.69 FEET TO THE POINT OF TANGENCY; THENCE S87°46'07"E, A DISTANCE OF 167.48 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 02°42'07", A CHORD BEARING OF S89°07'10"E AND A CHORD DISTANCE OF 8.49 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 8.49 FEET TO THE POINT OF TANGENCY; THENCE N06°28'36"W, A DISTANCE OF 58.10 FEET; THENCE N09°54'17"E, A DISTANCE OF 201.14 FEET; THENCE N54°12'34"E, A DISTANCE OF 174.58 FEET; THENCE N00°54'35"W, A DISTANCE OF 4.68 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1599.00 FEET, A CENTRAL ANGLE OF 32°27'07", A CHORD BEARING OF N72°51'52"E AND A CHORD DISTANCE OF 893.61 FEET; THENCE DEPARTING SAID WESTERLY LINE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 905.67 FEET TO THE END OF SAID CURVE; THENCE N35°19'58"W, A DISTANCE OF 20.08 FEET; THENCE N54°40'02"E, A DISTANCE OF 110.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87°05'52", A CHORD BEARING OF N08°12'58"E AND A CHORD DISTANCE OF 34.45 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 38.00 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1555.00 FEET, A CENTRAL ANGLE OF 27°07'32", A CHORD BEARING OF N38°12'08"E AND A CHORD DISTANCE OF 729.33 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 736.18 FEET TO THE END OF SAID CURVE; THENCE N24°38'22"E, A DISTANCE OF 733.78 FEET; THENCE S48°07'08"E, A DISTANCE OF 1040.55 FEET; THENCE S19°36'02"E, A DISTANCE OF 2144.00 FEET TO A POINT ON THE SOUTH LINE OF THE WEST 1/2 OF SECTION 16; THENCE

N89°33'25"W, ALONG SAID SOUTH LINE, A DISTANCE OF 2100.00 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE N89°33'33"W, ALONG THE SOUTH LINE OF SAID SECTION 17, A DISTANCE OF 1517.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,503,515 SQUARE FEET OR 126.34 ACRES MORE

OR LESS

TWIN LAKE PHASE 7A

A PORTION OF TRACT FD-3, TWIN LAKES CONNECTOR ROAD ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGES 186-193, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING LOCATED IN SECTION 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE RUN SOUTH 89°43'11" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 2642.23 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE RUN SOUTH 89°33'33" EAST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 1046.57 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°26'14" WEST, A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 89°33'46" WEST, A DISTANCE OF 15.24 FEET; THENCE RUN SOUTH 00°26'14" WEST, A DISTANCE OF 173.81 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 18°24'50", A CHORD BEARING OF SOUTH 80°21'21" EAST AND A CHORD DISTANCE OF 8.00 FEET; THENCE RUN EASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 8.03 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 00°26'14" WEST, A DISTANCE OF 118.72 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 00°29'57" WEST, A DISTANCE OF 116.38 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1547.00 FEET, A CENTRAL ANGLE OF 23°12'21", A CHORD BEARING OF SOUTH 11°06'13" EAST AND A CHORD DISTANCE OF 622.29 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 626.57 FEET TO A POINT OF REVERSE CURVATURE OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1353.00 FEET, A CENTRAL ANGLE OF 13°16'52", A CHORD BEARING OF SOUTH 16°03'58" EAST AND A CHORD DISTANCE OF 312.92 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 313.63 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 80°04'59" EAST, A DISTANCE OF 7.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1360.00 FEET, A CENTRAL ANGLE OF 01°19'00", A CHORD BEARING OF SOUTH 08°46'11" EAST AND A CHORD DISTANCE OF 31.25 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 31.25 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 00°26'14" WEST, A DISTANCE OF 97.54 FEET TO THE BEGINNING OF NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 14°04'24", A CHORD BEARING OF SOUTH 83°24'02" WEST AND A CHORD DISTANCE OF 6.13 FEET; THENCE RUN WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 6.14 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 00°26'14" WEST, A DISTANCE OF 52.00 FEET; THENCE RUN SOUTH 89°33'46" EAST, A DISTANCE OF 5.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 36°51'37", A CHORD BEARING OF SOUTH 71°07'58" EAST AND A CHORD DISTANCE OF 15.81 FEET; THENCE RUN EASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 16.08 FEET TO THE END OF SAID

CURVE; THENCE RUN SOUTH 00°26'14" WEST, A DISTANCE OF 19.69 FEET; THENCE RUN SOUTH 00°46'16" EAST, A DISTANCE OF 58.70 FEET; THENCE RUN SOUTH 00°29'57" WEST, A DISTANCE OF 502.36 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 33°59'37", A CHORD BEARING OF SOUTH 73°26'25" WEST AND A CHORD DISTANCE OF 14.62 FEET; THENCE RUN WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 14.83 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 89°33'46" WEST, A DISTANCE OF 0.11 FEET; THENCE RUN SOUTH 00°26'14" WEST, A DISTANCE OF 187.74 FEET; THENCE RUN NORTH 89°55'10" WEST, A DISTANCE OF 545.57 FEET; THENCE RUN SOUTH 00°28'13" WEST, A DISTANCE OF 300.01 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ALLIGATOR LAKE ROAD, A 66.00 FOOT RIGHT OF WAY; THENCE RUN NORTH 89°55'10" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 60.00 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN NORTH 00°28'13" EAST, A DISTANCE OF 159.95 FEET; THENCE RUN NORTH 89°55'10" WEST, A DISTANCE OF 150.00 FEET; THENCE RUN NORTH 00°28'13" EAST, A DISTANCE OF 170.00 FEET; THENCE RUN NORTH 89°55'10" WEST, A DISTANCE OF 335.29 FEET; THENCE RUN SOUTH 00°26'14" WEST, A DISTANCE OF 50.00 FEET; THENCE RUN NORTH 89°55'10" WEST, A DISTANCE OF 175.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 20;; THENCE RUN NORTH 00°26'14" EAST, ALONG SAID WEST LINE, A DISTANCE OF 342.08 FEET; DEPARTING SAID WEST LINE, RUN SOUTH 89°47'02" EAST, A DISTANCE OF 660.00 FEET; THENCE RUN NORTH 00°26'14" EAST, A DISTANCE OF 330.00 FEET; THENCE RUN NORTH 89°47'02" WEST, A DISTANCE OF 212.50 FEET; THENCE RUN NORTH 00°26'14" EAST, A DISTANCE OF 131.86 FEET; THENCE RUN NORTH 89°33'46" WEST, A DISTANCE OF 17.00 FEET; THENCE RUN NORTH 00°26'14" EAST, A DISTANCE OF 52.00 FEET; THENCE RUN NORTH 89°33'46" WEST, A DISTANCE OF 95.00 FEET; THENCE RUN NORTH 00°26'14" EAST, A DISTANCE OF 570.00 FEET; THENCE RUN SOUTH 89°33'46" EAST, A DISTANCE OF 120.00 FEET; THENCE RUN NORTH 00°26'14" EAST, A DISTANCE OF 95.00 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" A CHORD BEARING OF NORTH 44°33'46" WEST AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 00°26'14" EAST, A DISTANCE OF 52.00 FEET; THENCE RUN SOUTH 89°33'46" EAST, A DISTANCE OF 5.00 FEET; THENCE RUN NORTH 00°26'14" EAST, A DISTANCE OF 120.00 FEET; THENCE RUN SOUTH 89°33'46" EAST, A DISTANCE OF 221.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 326.00 FEET, A CENTRAL ANGLE OF 15°11'27", A CHORD BEARING OF SOUTH 11°57'26" EAST AND A CHORD DISTANCE OF 86.18 FEET; THENCE RUN SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 86.43 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 70°26'51" EAST, A DISTANCE OF 52.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 274.00 FEET, A CENTRAL ANGLE OF 09°47'38", A CHORD BEARING OF SOUTH 24°27'00" EAST AND A CHORD DISTANCE OF 46.78 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 46.84 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 60°39'10" EAST, A DISTANCE OF 120.53 FEET; THENCE RUN NORTH 21°15'35" WEST, A DISTANCE OF 46.67 FEET; THENCE RUN NORTH 03°49'39" WEST, A DISTANCE OF 47.73 FEET; THENCE RUN NORTH 00°26'14" EAST, A DISTANCE OF 250.00 FEET; THENCE RUN SOUTH 89°33'46" EAST, A DISTANCE OF 211.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,525,198 SQUARE FEET (35.014 ACRES), MORE OR LESS.

TWIN LAKE PHASE 7B

A PORTION OF TRACT FD-3, TWIN LAKES CONNECTOR ROAD ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGES 186-193, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING LOCATED IN SECTION 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE RUN SOUTH 89°43'11" EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 2642.23 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE RUN SOUTH 89°33'33" EAST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 17.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°33'33" EAST ALONG SAID NORTH LINE, A DISTANCE OF 1029.07 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°26'14" WEST, A DISTANCE OF 20.00 FEET; THENCE RUN NORTH 89°33'46" WEST, A DISTANCE OF 15.24 FEET; THENCE RUN SOUTH 00°26'14" WEST, A DISTANCE OF 173.81 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 18°24'50", A CHORD BEARING OF SOUTH 80°21'21" EAST AND A CHORD DISTANCE OF 8.00 FEET; THENCE RUN EASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 8.03 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 00°26'14" WEST, A DISTANCE OF 118.72 FEET; THENCE RUN NORTH 89°33'46" WEST, A DISTANCE OF 211.73 FEET; THENCE RUN SOUTH 00°26'14" WEST, A DISTANCE OF 250.00 FEET; THENCE RUN SOUTH 03°49'39" EAST, A DISTANCE OF 47.73 FEET; THENCE RUN SOUTH 21°15'35" EAST, A DISTANCE OF 46.67 FEET; THENCE RUN SOUTH 60°39'10" WEST, A DISTANCE OF 120.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 274.00 FEET, A CENTRAL ANGLE OF 09°47'38", A CHORD BEARING OF NORTH 24°27'00" WEST AND A CHORD DISTANCE OF 46.78 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 46.84 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 70°26'51" WEST, A DISTANCE OF 52.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 326.00 FEET, A CENTRAL ANGLE OF 15°11'27", A CHORD BEARING OF NORTH 11°57'26" WEST AND A CHORD DISTANCE OF 86.18 FEET; THENCE RUN NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 86.43 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 89°33'46" WEST, A DISTANCE OF 221.14 FEET; THENCE RUN SOUTH 00°26'14" WEST, A DISTANCE OF 120.00 FEET; THENCE RUN NORTH 89°33'46" WEST, A DISTANCE OF 5.00 FEET; THENCE RUN SOUTH 00°26'14" WEST, A DISTANCE OF 52.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF SOUTH 44°33'46" EAST AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 00°26'14" WEST, A DISTANCE OF 95.00 FEET; THENCE RUN NORTH 89°33'46" WEST, A DISTANCE OF 120.00 FEET; THENCE RUN SOUTH 00°26'14" WEST, A DISTANCE OF 570.00 FEET; THENCE RUN SOUTH 89°33'46" EAST, A DISTANCE OF 95.00 FEET; THENCE RUN SOUTH 00°26'14" WEST, A DISTANCE OF 52.00 FEET; THENCE RUN SOUTH 89°33'46" EAST, A DISTANCE OF 17.00 FEET; THENCE RUN SOUTH 00°26'14" WEST, A DISTANCE OF 131.86 FEET;

THENCE RUN NORTH 89°47'02" WEST, A DISTANCE OF 447.50 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 20; THENCE RUN NORTH 00°26'14" EAST ALONG SAID WEST LINE, A DISTANCE OF 330.69 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°44'20" EAST, A DISTANCE OF 17.50 FEET TO THE EAST RIGHT OF WAY LINE OF A PLATTED UN-NAMED ROAD PER PLAT TITLED THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 20, AS RECORDED IN PLAT BOOK B, PAGE 26, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN NORTH 00°26'14" EAST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1322.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 959,814 SQUARE FEET (22.034 ACRES), MORE OR LESS.

TWIN LAKE PHASE 8

A PORTION OF LOTS 1, 2, 3, 15, 16, 17, 18, 19, 30, 31, 32 AND LOT 34, TOGETHER WITH THOSE PLATTED UNNAMED RIGHTS OF WAY BETWEEN LOTS 2 AND 3, 18 AND 19, 30 AND 31 AND NORTH OF LOTS 1-3, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK B, PAGE 26, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE S89°43'11"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 2642.23 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 20; THENCE CONTINUE S89°33'33"E ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 20, A DISTANCE OF 1126.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE, S89°33'33"E, A DISTANCE OF 1107.17 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S00°31'07" W, A DISTANCE OF 1255.62 FEET; THENCE N89°44'21"W, A DISTANCE OF 250.00 FEET TO A POINT ON THE EAST LINE OF LOT 31; THENCE S00°31'07"W, ALONG EAST LINE OF LOTS 31 AND 34, A DISTANCE OF 346.62 FEET; THENCE DEPARTING SAID EAST LINE, RUN N89°28'53"W, A DISTANCE OF 482.20 FEET; THENCE N89°30'03"W, A DISTANCE OF 110.10 FEET; THENCE N00°29'57"E, A DISTANCE OF 107.54 FEET; THENCE N21°09'05"W, A DISTANCE OF 61.32 FEET; THENCE N14°35'09"W, A DISTANCE OF 62.64 FEET; THENCE N08°01'12"W, A DISTANCE OF 62.64 FEET; THENCE N01°27'16"W, A DISTANCE OF 60.11 FEET TO A POINT ON THE WEST LINE OF SAID LOT 31; THENCE N00°31'07"E, ALONG SAID WEST LINE, A DISTANCE OF 100.00 FEET; THENCE DEPARTING SAID WEST LINE OF LOT 31, RUN N13°56'18"W, A DISTANCE OF 23.73 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 274.00 FEET, A CENTRAL ANGLE OF 03°55'12", A CHORD BEARING OF S74°06'06"W AND A CHORD DISTANCE OF 18.74 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 18.75 FEET; THENCE S72°08'30"W, A DISTANCE OF 7.68 FEET; THENCE N17°51'30"W, A DISTANCE OF 52.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87°59'29", A CHORD BEARING OF N63°51'46"W AND A CHORD DISTANCE OF 34.73 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 38.39 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1430.00 FEET, A CENTRAL ANGLE OF 02°50'22", A CHORD BEARING OF

N21°17'13"W AND A CHORD DISTANCE OF 70.86 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 70.87 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1470.00 FEET, A CENTRAL ANGLE OF 02°51'53", A CHORD BEARING OF N21°16'28"W AND A CHORD DISTANCE OF 73.49 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 73.50 FEET TO THE END OF SAID CURVE; THENCE S89°28'53"E, A DISTANCE OF 282.84 FEET; THENCE N45°31'07"E, A DISTANCE OF 187.16 FEET; THENCE N00°31'07"E, A DISTANCE OF 495.03 FEET; THENCE N89°28'53"W, A DISTANCE OF 480.00 FEET; THENCE N00°31'07"E, A DISTANCE OF 120.00 FEET; THENCE N89°28'53"W, A DISTANCE OF 2.10 FEET; THENCE N00°28'50"E, A DISTANCE OF 52.00 FEET; THENCE S89°28'53"E, A DISTANCE OF 20.44 FEET; THENCE N00°31'07"E, A DISTANCE OF 121.90 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 3; THENCE N89°33'33"W, ALONG SAID NORTH LINE OF LOT 3, A DISTANCE OF 35.47 FEET; THENCE DEPARTING SAID NORTH LINE, RUN N00°29'57"E, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,243,401 SQUARE FEET OR 28.54 ACRES MORE OR LESS.

TOTAL ACREAGES: 17,357,498 SQUARE FEET OR 398.47 ACRES MORE OR LESS

EXHIBIT “B”



EXHIBIT "C"

County Mobility Fee Credit Accounts

Account	County Mobility Fee Credits Issued	County Mobility Fee Credits Used	Estimated Additional County Mobility Fee Credits to Be Issued	Estimated Balance of Available Mobility Fee Credits
NLV Account CM043- M3.202103 (Per Nolte Road Agreement)	\$1,602,009.18	\$1,065,298	\$0	\$536,711.18
NLV Account _____ (Per Hickory Tree Road and Alligator Lake Road Agreement)	\$0	\$0	\$1,188,144.28	\$1,188,144.28
District Account TRU0000197 (Per Nolte Road Agreement)	\$392,735.22	\$392,735.22	\$0	\$0
District Account CM047- M3.202409 (Per Nolte Road Agreement)	\$80,389.76	\$0	\$0	\$80,389.76

EXHIBIT “D”

County Mobility Fee Credits

Estimated Balance of NLV’s County Mobility Fee Credits (CM043-M3.202103 and Unnamed NLV Account)	\$1,724,855.46
Estimated Balance of District’s County Mobility Fee Credits (TRU0000197 and CM047-M3.202409)	\$80,389.76
Total Estimated Balance of County Mobility Fee Credits Available	\$1,805,245.22

EXHIBIT “E”

City Mobility Fees and Credits

Estimated Remaining Units to be Constructed	1018
City Mobility Fee Rate (per Ord. No. 2024-30 and Resolution No. 2024-176R)	\$14,501.18
Estimated City Mobility Fee Generation (1018 Units x \$14,501.18)	\$14,762,201.24
Remaining Improvements	Pond 19 Construction and Pond 19 Tract
Estimated City Mobility Fee Credit Obligation for Pond 19 Construction (to be credited to District or NLV, whichever entity constructs Pond 19)	\$87,739.76
Estimated City Mobility Fee Credit Obligation for Pond 19 Tract (to be credited to NLV)	\$103,769.51
Estimated County Mobility Fee Credits Available (<i>See</i> Exhibit “D”)	\$1,805,245.22
Estimated Total Mobility Fee Credits	\$1,996,754.49
Estimated City Mobility Fees Remaining After Mobility Fee Credits Applied	\$12,765,446.75 (86% of the estimated City Mobility Fee generation)

EXHIBIT “F”

Project Name					
<i>Twin Lakes Phase 3</i>					
Entity	Permit Number	Permit Type	Issued	Expire	Comments
Osceola County	SDP21-0191	Site Development Plan	4/13/22	4/13/25	Approved - Need Precon Mtg
<i>Twin Lakes Phase 7A and B</i>					
Entity	Permit Number	Permit Type	Issued	Expire	Comments
Osceola County	SDP-21-0036	Site Development Plan	6/24/21	6/24/24	Phase 7A is closed/ Phase 7B pending plat recording
<i>Twin Lake Office</i>					
Entity	Permit Number	Permit Type	Issued	Expire	HOLD per Scott Comments
Osceola County	SDP-23-0028	Site Development Plan	3/12/24	3/12/27	Approved- Need Precon Mtg- Fees due. Approval Letter Dated 6/18/25 of Twin Lakes Office Revision
<i>Twin Lakes PSP Phase 5-6</i>					
Osceola County	PS22-00048	PSP	10/16/24	10/16/26	

Project Name					
Twin Lakes Phase 1 Environmental Monitoring / Maintenance					
Entity	Permit Number	Permit Type	Issued	Expire	Comments
ACOE	SAJ-2015-00864	ACOE	9/1/15	8/26/20	
Twin Lake Phase 1A to 1D					
Entity	Permit Number	Permit Type	Issued	Expire	Comments
Osceola County	SDP15-0080	Site Development Plan	10/15/15	10/15/18	Project Closed
Osceola County	SDP15-0060	Revision #1	4/18/16	10/15/18	Project Closed
City of St. Cloud	15-20.10	Utilities	9/8/15	NA	COC 's issued
FDEP	0076597-370-DSGP	Water	10/26/15	10/25/20	Cleared
FDEP	0339003-001	Sewer	10/26/15	10/28/20	Cleared
SFWMD	49-02449-P /App #150421-10	ERP Construction	8/17/15	8/17/20	O&M CDD
SFWMD	49-02449-P /App #150421-10	ERP Conceptual	8/17/15	8/17/35	
Twin Lakes Amenity Center Phase 1F					
Entity	Permit Number	Permit Type	Issued	Expire	Comments
Osceola County	SDP15-0112	Site Development Plan	10/15/15	10/15/18	Project Closed
City of St. Cloud	15-20.10	Revised to add Phase 1G	1/14/16	N/A	Project Closed
FDEP	0076597-37-DSGP	Water	10/26/15	10/25/20	Cleared with Phase 1 of Twin Lakes
FDEP	0339003-001	Sewer	10/29/15	10/28/20	Cleared with Phase 1 of Twin Lakes
SFWMD	49-02449-P /App # 171130-3	ERP Mod	10/21/17	12/21/22	O&M Twin Lake HOA
Twin Lake Phase 2A					
Entity	Permit Number	Permit Type	Issued	Expire	Comments
Osceola County	SDP15-0088	Site Development Plan	12/12/16	12/12/19	Project Closed
City of St. Cloud	16-20.16	Utilities	11/28/16	NA	Project Closed
FDEP	0076597-405-DSGP	Water	8/25/17	8/24/22	Cleared
FDEP	0339003-002-DWC/CG	Sewer	9/21/17	9/20/22	Cleared
SFWMD	49-02449-P/ App # 160912-11	ERP Mod	9/30/16	9/20/21	O&M CDD
Twin Lake Phase 2B					
Entity	Permit Number	Permit Type	Issued	Expire	Comments
Osceola County	SDP16-0088	Site Development Plan	12/12/16	12/12/19	Project Closed
City of St. Cloud	16-20.16	Utilities	11/28/16	NA	Project Closed
FDEP	0076597-405-DSGP	Water	8/25/17	8/24/22	Cleared
FDEP	0339003-002-DWC/CG	Sewer	9/21/17	9/20/22	Cleared
SFWMD	49-02449-P/ App # 160912-11	ERP Mod			O&M CDD
Twin Lake Phase 2C					
Entity	Permit Number	Permit Type	Issued	Expire	Comments
Osceola County	SDP16-0123	Site Development Plan	12/12/16	12/12/19	Project Closed
City of St. Cloud	16-20.16	Utilities	12/6/16	N/A	Under Construction No Expiration
FDEP	0076597-489-DS	Water	12/4/20	12/3/25	Cleared
FDEP	0339003-005-DWC/CG	Sewer	11/19/20	11/18/25	Cleared
SFWMD	49-02449-P/ App # 161018-14	ERP Mod	11/2/16	11/2/21	O&M CDD
Twin Lake Phase 2D					
Entity	Permit Number	Permit Type	Issued	Expire	Comments

Osceola County	SDP20-0095	Site Development Plan	12/2/20	12/2/23	Project Closed
City of St. Cloud/ TOHO	WAS20-00022	Utilities	11/10/20	NA	Project Closed
FDEP	0076597-489-DS	Water	12/4/20	12/3/25	Cleared
FDEP	0339003-005-DWC/CG	Sewer	11/19/20	11/18/25	Cleared
SFWMD	49-103927-P/ 200813-4055	ERP Mod	10/23/20	10/23/25	Transfer to HOA

Twin Lakes Phase 3

Entity	Permit Number	Permit Type	Issued	Expire	Comments
Osceola County	SDP21-0191	Site Development Plan	4/13/22	4/13/25	Approved - Need Precon Mtg
City of St. Cloud /TOHO	WAS21-00069	Utilities	2/22/22	NA	VOID
TOHO (replacing St. Cloud)	24-0041	Utilities			Under Review - Pending DA
FDEP	TBD	Water			Under Review - Submitted to TOHO
FDEP	TBD	Sewer			Under Review - Submitted to TOHO
SFWMD	49-106371-P/ 211222-32542	ERP	3/4/22	3/24/27	Upon completion will transfer to HOA

Twin Lakes Phases 3-8

Entity	Permit Number	Permit Type	Issued	Expire	Comments
Osceola County	PS17-00023	PSP	6/6/18	6/6/20	
Osceola County	PS19-00009	PSP Revision	11/21/19	11/21/21	
ACOE/USFWS	SAJ-2016-00790	ACOE	1/12/18	8/15/21	Expired
USACOE Mitigation	SAJ-2009-01047	Federal Credit Transfer	1/12/18		
SFWMD	49-022449-P/ 161209-13	Mass Grading	6/5/17	6/5/22	Expired
SFWMD	49-104134-P/ 200218-2818	Conceptual	10/20/20	10/20/40	Conceptual for Mass Grading
FFWCC	GT-20-00413	Gopher Tortoise	11/4/20	11/4/22	Expired

Notes from Nicole G. 3-8 phases had USACE and ERP permits that have now expired for the construction phase. USACE had the impacts performed and had proof of their EIS (Indigo snake) payment for Incidental Take. GT were relocated off some phases but all the GT permits have since expired. SFWMD had most of the wetland impacts performed. Both ERP and 404 (whoever it is) will need to be reapplied for stormwater construction level approval. For SFWMD- they will try to "find" more wetlands. Preconstruction survey for Gt and burrowing owl will be required and new permits for relocation or avoidance needed.

Twin Lakes Phase 4A and 4B

Entity	Permit Number	Permit Type	Issued	Expire	Comments
Osceola County	SDP21-0110	Site Development Plan	11/12/21	11/12/24	Accepted and Closed
TOHO (formerly St. Cloud)	220187	Utilities	4/20/22	NA	Accepted and Closed
FDEP	0076597-534-DSGP	Water	3/30/22	3/29/27	Cleared
FDEP	0339003-009-DWC/CG	Sewer	4/12/22	4/12/27	Cleared
SFWMD	49-105516-P/ 210713-6809	ERP Mod	8/18/21	8/18/26	Need to transfer request in progress
SFWMD	49-104134-P/ App 200218-2818	Mass Grading	10/20/20	10/20/40	

Twin Lakes Phase 5

Entity	Permit Number	Permit Type	Issued	Expire	Comments
Osceola County	TBD	Site Development Plan			
TOHO	TBD	Utilities		NA	
FDEP	TBD	Water			
FDEP	TBD	Sewer			
SFWMD	49-104134-P/ App 200218-2818	Mass Grading	10/20/20	10/20/40	

SFWMD	TBD	ERP			
Twin Lakes Phase 6					
Entity	Permit Number	Permit Type	Issued	Expire	Comments
Osceola County	TBD	Site Development Plan			
TOHO	TBD	Utilities		NA	
FDEP	TBD	Water			
FDEP	TBD	Sewer			
SFWMD	49-104134-P/ App 200218-2818	Mass Grading	10/20/20	10/20/40	
SFWMD	TBD	ERP			
Twin Lakes Phase 7A and B					
Entity	Permit Number	Permit Type	Issued	Expire	Comments
Osceola County	SDP-21-0036	Site Development Plan	6/24/21	6/24/24	Phase 7A is closed/ Phase 7B pending plat recording
City of St. Cloud	WAS21-0010	Utilities	12/15/21	12/15/22	COC Issued
TOHO	220179	Utilities			Need to send close out docs to TOHO for Phase 7B and Bond
FDEP	0076597-521-DSGP	Water	9/30/21	9/26/26	Cleared
FDEP	0339003-008-DWC/CM	Sewer	9/30/21	9/29/26	Partial Clearance issued for 7A - Need Final for 7B
SFWMD	49-104766-P/ App 210226-5461	ERP	4/13/21	4/13/26	
Twin Lakes Phase 8					
Entity	Permit Number	Permit Type	Issued	Expire	Comments
Osceola County	SDP19-0153	Site Development Plan			Closed
City of St. Cloud		Utilities		NA	Closed
FDEP	0076597-501-DS	Water	12/17/20	12/16/25	Cleared
FDEP	033900-.007-DWC/CG	Sewer	12/23/20	12/22/25	Cleared
SFWMD	49-103983 /App 200825-4119	ERP	12/17/20	12/17/25	Nolte Road included- Partial COC minus Pond 19 Closed- Need to do final compliance and transfer to CDD/ HOA
Twin Lakes Phase 8 Amenity					
Entity	Permit Number	Permit Type	Issued	Expire	Comments
Osceola County	SDP20-0109	Site Development Plan	11/4/20	11/4/23	Closed
City of St. Cloud	WAS20-00026	Utilities	11/20/20	NA	NA
TOHO	NA	Utilities Record Drawings			As Builts Under Review
SFWMD		ERP Mod			
Twin Lake Office					
Entity	Permit Number	Permit Type	Issued	Expire	Comments
Osceola County	SDP-23-0028	Site Development Plan	3/12/24	3/12/27	HOLD per Scott
TOHO	230062	Utilities			Comments
FDEP	0076597-617-DSGP	Water	4/23/24	4/22/29	Approved- Need Precon Mtg- Fees due
FDEP	0339033-010-DWC/CG	Sewer	4/26/24	4/25/29	Approved- Need Precon Mtg
SFWMD	230224-37726	ERP Mod	8/17/23	8/17/28	
Twin Lakes PSP Phase 2					
Osceola County	PS15-00025	PSP	11/18/15	11/18/17	
Twin Lakes PSP Phase3-8					
Osceola County	PS17-00023	PSP	6/6/18	6/6/20	
Osceola County	PS19-00009	PSP Revision	11/21/19	11/21/21	

EXHIBIT "G"

Estimated Trip Generation ¹

Land Use	ITE Code ²	Size	Trip Generation Rates				Trips Generated			
			Daily	P.M. Peak Hour			Daily	P.M. Peak Hour		
				Total	InB	OutB		Total	InB	OutB
Single Family Detached Housing	210 E	1,556 DU	8.348	0.910	0.573	0.337	12,989	1,416	892	524
Multifamily Housing (Mid-Rise)	221 E	180 DU	5.440	0.433	0.264	0.169	979	78	48	30
Totals:							13,968	1,494	940	554

1 - Trip generation calculations from 10th Edition of ITE Trip Generation Report.

2 - ITE Land Use Code / E = Fitted Curve Equation

Mid-Rise specifies 3-10 stories.



Meeting: August 14, 2025

Agenda Item Type: Consent Agenda
Resolution No. 2025-118R

Community Development Agenda Item:

Resolution No. 2025-118R, a resolution of the City Council of the City of St. Cloud, Florida, entering an agreement with Osceola County, American Saint Cloud Investments LLC, Taylor Morrison of Florida Incorporated, and KB Home Orlando LLC, for the design, permitting, and construction of roadway improvements to Sylewood Boulevard/Mildred Bass and conveyance of right-of-way; providing for mobility fee credits to be provided by Osceola County until and if the subject property is annexed into the City and authorizing the Mayor to execute this agreement and providing an effective date.

COST: No cost to the city unless the property is annexed during construction. The City and County agree to \$5,593,954.82 in mobility fee credits to fund the roadway improvements to Hickory Tree Road, Alligator Lake Road, and Nolte Road.

This item is to authorize the Mayor to execute a Tri-Party Agreement between Osceola County, American Saint Cloud Investments LLC, Taylor Morrison of Florida Incorporated, and KB Home Orlando LLC, and the City of St. Cloud. The property is within the Joint Planning Area (JPA) and not contiguous to City limits.

Strategic Key Focus Areas:

High-Performing Government

Background Information:

The applicant is developing a property generally located south of Deer Run Road, west of Canoe Creek Road and East of the Florida's Turnpike known as Canoe Creek Reserve. The 2045 Framework Street Map adopted by the City recognizes Sylewood Boulevard/Mildred Bass as a framework street and essential to the improvement of the transportation network in the area.

Under the agreement, the developer is responsible for the design, permitting, right-of-way dedication, and construction of approximately 1.43 miles of framework road improvements on Sylewood Boulevard/Mildred Bass. The total construction cost, including approximately 41.65 acres of ultimate right-of-way, is \$13,535,122.93 and the jurisdiction's responsibility is \$5,593,954.82.

The City and the County have determined that a portion of the costs associated with the construction of the identified framework road and the value of the right of way conveyances are eligible for mobility fee credits in accordance with each of the Mobility Fee Ordinances. The property is currently under the County's jurisdiction, and as such, the City's participation in the agreement is intended to support a seamless transition of responsibilities and mobility fee credits in the event of annexation. The Notice of Encumbrance (NOE25-00004) was approved on May 16, 2025.

Mobility fee credits provided for construction costs will be based on actual expenditures, with

credits provided after verification. The tri-party agreement ensures that roadway improvements will accommodate additional capacity beyond the Developer's immediate project needs, benefiting the overall transportation infrastructure in the area.

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:

COST: The proposed agreement includes the following:

- Mobility Fee Credits: The City agrees that the framework roadway improvements on Sylewood Boulevard/Mildred Bass (\$5,593,954.82) are eligible for Mobility Fee Credits. As the property is not contiguous to the City, the credits will be provided by Osceola County until such time, if ever, the property is annexed into the City.

- Mobility Fees Generated: \$10,992,937.90
- Mobility Fee Credits Provided: \$5,593,954.82 (51%)
- Remaining Fees to Jurisdiction: \$5,398,983.08 (49%)
- Mobility Fees to City: \$4,319,186.46 (39%)
- Mobility Fees to County: \$1,079,796.62 (10%)

Staff recommends **APPROVAL** for the City to enter a Tri-Party Agreement between Osceola County, American Saint Cloud Investments LLC, Taylor Morrison of Florida Incorporated, and KB Home Orlando LLC, and the City of St. Cloud to provide mobility fee credits for roadway improvements providing that the subject roadway improvements are eligible for mobility fee credits to be provided by Osceola County.

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:

8/14/25- Final Action

Attachments:

1. TPA25-00006 - Staff Memo CC 081425
2. TPA25-00006 Resolution 2025-118R
3. TPA25-00006 - Exhibit A



**MEMORANDUM REPORT
FOR CITY COUNCIL MEETING - ON AUGUST 14, 2025**

To: Mayor Robertson and City Council Members
From: Tammy Reque, AICP, Mobility & Special Projects Manager
Thru: Melissa Dunklin, Community Development Director
Subject: Resolution No. 2025-118R
Date: August 14, 2025

REQUEST:

This item is to authorize the Mayor to execute a Tri-Party Agreement between Osceola County, American Saint Cloud Investments LLC, Taylor Morrison of Florida Incorporated, and KB Home Orlando LLC, and the City of St. Cloud. The property is within the Joint Planning Area (JPA) and not contiguous to City limits.

BACKGROUND:

The applicant is developing a property generally located south of Deer Run Road, west of Canoe Creek Road and East of the Florida's Turnpike known as Canoe Creek Reserve. The 2045 Framework Street Map adopted by the City recognizes Sylewood Boulevard/Mildred Bass as a framework street and essential to the improvement of the transportation network in the area.

Under the agreement, the developer is responsible for the design, permitting, right-of-way dedication, and construction of approximately 1.43 miles of framework road improvements on Sylewood Boulevard/Mildred Bass. The total construction cost, including approximately 41.65 acres of ultimate right-of-way, is \$13,535,122.93 and the jurisdiction's responsibility is \$5,593,954.82.

The City and the County have determined that a portion of the costs associated with the construction of the identified framework road and the value of the right of way conveyances are eligible for mobility fee credits in accordance with each of the Mobility Fee Ordinances. The property is currently under the County's jurisdiction, and as such, the City's participation in the agreement is intended to support a seamless transition of responsibilities and mobility fee credits in the event of annexation. The Notice of Encumbrance (NOE25-00004) was approved on May 16, 2025.

Mobility fee credits provided for construction costs will be based on actual expenditures, with credits provided after verification. The tri-party agreement ensures that roadway improvements will accommodate additional capacity beyond the Developer's immediate project needs, benefiting the overall transportation infrastructure in the area.

COST:

The proposed agreement includes the following:

- **Mobility Fee Credits:** The City agrees that the framework roadway improvements on Sylewood Boulevard/Mildred Bass (\$5,593,954.82) are eligible for Mobility Fee



Credits. As the property is not contiguous to the City, the credits will be provided by Osceola County until such time, if ever, the property is annexed into the City.

	Dollar Amount	Percentage of Total Mobility Fees Generated
Mobility Fees Generated	\$ 10,992,937.90	
Mobility Fee Credit/Reimbursement for Framework Road Construction	\$ 5,593,954.82	51%
Remaining Fees to Jurisdiction	\$ 5,398,983.08	49%
Mobility Fees to City	\$ 4,319,186.46	39%
Mobility Fees to County	\$ 1,079,796.62	10%

Estimated Mobility Fees Generated*				
Category	Development Program	Mobility Fee Unit	Mobility Fee (unit rate)	Total
Single Family (Detached)	686 units	686	\$ 14,258.62	\$ 9,781,413.32
Single Family (Attached)	78 units	78	\$ 11,370.11	\$ 886,868.58
Commercial*	25,000 sqft	25	\$12,986.24 / 1000SF	\$ 324,656.00
			Total	\$ 10,992,937.90
*Mobility fee charged at building permit issuance, fee subject to change based on current rate at the time of the permit issuance				
*This is the <i>minimum</i> Mobility Fees expected to be generated. Mobility fees may increase based on proposed SDP for commercial parcel.				

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** for the City to enter a Tri-Party Agreement between Osceola County, American Saint Cloud Investments LLC, Taylor Morrison of Florida Incorporated, and KB Home Orlando LLC, and the City of St. Cloud providing that the subject roadway improvements are eligible for mobility fee credits to be provided by Osceola County.

Attachments:

- Resolution No. 2025-118R
- Exhibit A: Canoe Creek Reserve Tri-Party Development Agreement.



RESOLUTION NUMBER 2025-118R

RESOLUTION NO. 2025-118R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, ENTERING AN AGREEMENT WITH OSCEOLA COUNTY, AMERICAN SAINT CLOUD INVESTMENTS LLC, TAYLOR MORRISON OF FLORIDA INCORPORATED, AND KB HOME ORLANDO LLC, FOR THE DESIGN, PERMITTING, AND CONSTRUCTION OF ROADWAY IMPROVEMENTS TO SYLEWOOD BOULEVARD/MILDRED BASS AND CONVEYANCE OF RIGHT OF-WAY; PROVIDING FOR MOBILITY FEE CREDITS TO BE PROVIDED BY OSCEOLA COUNTY UNTIL AND IF THE SUBJECT PROPERTY IS ANNEXED INTO THE CITY AND AUTHORIZING THE MAYOR TO EXECUTE THIS AGREEMENT AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the property subject to this Agreement is currently located outside of the City limits and it lies within the Joint Planning Area (JPA) with Osceola County; and

WHEREAS, the Developer agrees to make off-site roadway improvements to support the overall transportation network; and

WHEREAS, the Project approval conditions require Sylewood Boulevard/Mildred Bass to be built to framework street standards.

SECTION I. The City Council of the City of St. Cloud hereby approves an agreement with Osceola County, American Saint Cloud Investments LLC, Taylor Morrison of Florida Incorporated, and KB Home Orlando LLC for mobility fee credits.

SECTION II. The City Council of the City of St. Cloud, hereby approves and authorizes the Mayor to execute the agreement set forth in Exhibit "A" hereto.

SECTION 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 14th day of August 2025.

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

Prepared by and after recording return to:

Daniel T. O’Keefe, Esq.
Shutts & Bowen LLP
300 South Orange Avenue, Suite 1600
Orlando, Florida 32801
Tel.: (407) 423-3200

CANOE CREEK RESERVE **TRI-PARTY DEVELOPMENT AGREEMENT**

THIS CANOE CREEK RESERVE TRI-PARTY DEVELOPMENT AGREEMENT (this “**Agreement**”) is entered into as of the Effective Date (defined below) by and between **AMERICAN SAINT CLOUD INVESTMENTS LLC**, a Florida limited liability company (“**American**”), **TAYLOR MORRISON OF FLORIDA, INC.**, a Florida corporation (“**Taylor Morrison**”), and **KB HOME ORLANDO LLC**, a Delaware limited liability company (“**KB Home**”) (**American**, **Taylor Morrison**, and **KB Home** and any subsequent successors or assigns, including successors-in-title, either individually or collectively, as the context requires or permits, are referred to herein as “**Developer**”), the **CITY OF ST. CLOUD, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida (the “**City**”), and **OSCEOLA COUNTY, FLORIDA**, a political subdivision of the State of Florida (the “**County**”). The City and County may be collectively referred to as the “**Jurisdictions**” or “**Jurisdiction**.” References below to the “**Parties**” refer to all of Developer, City, and County; and references to a “**Party**” refer to any of Developer, City, and County.

WITNESSETH:

WHEREAS, Developer owns that certain property situated in Osceola County, Florida, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the “**Property**” or “**Canoe Creek Reserve**”); and

WHEREAS, the Property is within a Mixed Use Zoning District (“**MXD**”) which provides for the creation of functional mixed use communities consisting of bicycle, pedestrian and transit-oriented centers of commerce and employment that support and are supported by walkable residential neighborhoods.; and

WHEREAS, the Parties agree that there is a need for high quality infrastructure and development to be constructed in the area to facilitate the mixed use development; and

WHEREAS, County conditioned the Preliminary Subdivision Plan approval on Developer and County entering into that certain South/East Lake TOHO Transportation Collaboration Agreement dated January 9, 2023, and recorded at O.R. Book 6345, 1568, Public Records of Osceola County, Florida; and

WHEREAS, it is anticipated that County will approve the Canoe Creek Reserve Site Development Plan and this Agreement and County has approved PS21-00032 (collectively, the “**Approvals**”); and

WHEREAS, Developer, its successors and assigns intend to develop Canoe Creek Reserve pursuant to the Approvals; and

WHEREAS, both the City and County have adopted regulations establishing a mobility fee assessment to offset the Jurisdictions’ cost of providing new transportation facilities, as amended from time to time (the “**Mobility Fee Ordinance**”); and

WHEREAS, the Mobility Fee Ordinance contains provisions allowing for the award of credit against Jurisdictions' requirement for Developer funded construction and conveyance of transportation facilities which mitigate impact from development; and

WHEREAS, the Osceola County Comprehensive Plan policies allow for mobility fee credits for framework roads within an MXD project; and

WHEREAS, Developer is willing to convey to the Jurisdictions portions of the right of way (the "**ROW**") and construct Sylewood Boulevard, in return for mobility fee credits, and Fanny Bass Road, Fanny Bass Lane (North), Sylvester Road, Lippman Road, Fanny Bass Road (NE Alignment), and Fanny Bass Lane (South), no mobility fee credits will be granted for these roads, all as identified in **Exhibit "B"** (the "**Transportation Improvements**"); and

WHEREAS, in order to facilitate a portion of the transportation network to serve the Property as described in the Approvals it is necessary to identify when certain transportation should be constructed by County and the Developer to accommodate the Jurisdictions' local and regional transportation network; and

WHEREAS, the Jurisdictions have determined that the Transportation Improvements will provide an integral part of the Jurisdictions' planned transportation network; and

WHEREAS, the Jurisdictions have determined that a portion of the costs associated with the construction of the Transportation Improvements and the value of the right of way conveyance are eligible for mobility fee credits as further set forth in this Agreement; and

WHEREAS, the Jurisdictions have further determined that: 1) the Transportation Improvements are consistent with the Approvals; 2) the Transportation Improvements will provide an integral part of the County's planned transportation network and will significantly benefit the residents of Osceola County; and 3) issuance of mobility fee credits by the Jurisdictions and other obligations pursuant to this Agreement serve a proper public benefit and will further the goals, objectives and policies of the Osceola County Comprehensive Plan; and

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct, are incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are incorporated herein by reference and form a material part of this Agreement.

2. **Effective Date.** This Agreement shall become effective upon the execution of this Agreement by the parties, using the last date of execution as the Effective Date.

3. **Transportation Improvements.** The Parties acknowledge and agree that the Transportation Improvements are critical for the successful development of the Property and the overall County transportation network beyond Canoe Creek Reserve. Developer shall be responsible to construct the off-site Transportation Improvements, including Fanny Bass Road, Fanny Bass Lane (North), Sylvester Road, Lippman Road, Fanny Bass Road (NE Alignment), and Fanny Bass Lane (South) as set forth in **Exhibit "B"** attached hereto and incorporated herein, subject to other terms of this Agreement. Utilities will be coordinated pursuant to a separate agreement.

Developer shall pay for the design, permitting, mitigation and construction of the onsite and offsite Transportation Improvements including all associated stormwater management areas (the "**Construction Costs**"), as public facilities, recognizing that such stormwater management areas may be joint use areas as reasonably determined by the Developer, subject to the County review process. The Developer shall not be required to acquire additional property to facilitate the construction of offsite Transportation Improvements. The Developer shall obtain all necessary regulatory approvals required to construct the onsite and offsite Transportation Improvements and shall comply with all applicable local, state and federal regulations and requirements, the Osceola County Land Development Code and the Approvals (the "**Applicable Law**").

The Transportation Improvements will be constructed in conjunction with development of the Property in accordance with the Approvals. Included in the Transportation Improvements is the framework road to be known as Sylewood Boulevard (the "**Sylewood Boulevard**"). It is anticipated that Sylewood Boulevard will be constructed in two phases, as delineated in **Exhibit "B"**. Developer acknowledges and agrees that, consistent with the Osceola County Land Development Code, the issuance of building permits for homes within Canoe Creek Reserve is limited to the timing of the completion of the Transportation Improvements as set forth herein: (i) Phase I of Sylewood Boulevard must be completed prior to the issuance of the 1st building permit for Canoe Creek Reserve; (ii) Phase II of Sylewood Boulevard must be completed prior to the issuance of the 251st building permit for Canoe Creek Reserve; and (iii) all remaining Transportation Improvements must be completed prior to the issuance of the 401st building permit for Canoe Creek Reserve, notwithstanding the above, Sylewood Boulevard will be completed by 2030. In the event that certain aspects of the regional transportation network, out of the control of Developer, are delayed, Developer shall have additional time to complete Sylewood Boulevard and the Jurisdictions agrees to amend this Agreement to recognize this delay.

In the event there are any enhanced roadway design elements for Sylewood Boulevard, these enhanced roadway design elements shall not be eligible for reimbursement. The Parties acknowledge and agree that Developer may desire enhanced streetlights, signage, landscape, hardscape, and other improvements, on Sylewood Boulevard which shall not be unreasonably denied by the Jurisdictions. Any enhancements to the standard streetlight above the standard streetlight facilities, as may be desired by Developer that are not required by the Jurisdictions, shall not be the responsibility of the Jurisdictions.

The Transportation Improvements shall be dedicated to and accepted by the Applicable Jurisdiction as public facilities. The term "**Applicable Jurisdiction**" shall mean the County until the Property is annexed into the City, then it shall mean the City.

4. **Construction of Roads.**

- a. **Sylewood Boulevard.** Developer shall be responsible to design, permit and construct Sylewood Boulevard as a Premium Transit Corridor as set forth in **Exhibit "C"**. Pursuant to Section 6.c., Developer shall be reimbursed the amount of \$3,409,954.82 for constructing Sylewood Boulevard as a Premium Transit Corridor. Developer shall have the right to convey the Sylewood Boulevard to a Community Development District ("**CDD**") whereby the CDD may fund and construct such facility and shall convey the right of way and the Sylewood Boulevard to the Applicable Jurisdiction as and when and otherwise in the manner required hereunder; provided, however, Developer shall retain the right to receive the mobility fee credits, at a minimum amount of \$1,815,000.00 in mobility fee credits for the ROW Delta (defined in Section 4

below) conveyed, to be granted in accordance with this Agreement, subject to any applicable CDD bond and financing documents and as may be permitted by federal and state law. Developer shall obtain all necessary regulatory permits and approvals required to construct Sylewood Boulevard and shall comply with all applicable local, state and federal regulations and requirements, and the Osceola County Land Development Code unless otherwise approved in the Approvals. The Jurisdictions agree to cooperate with and timely provide any agent authorizations or other permitting forms which may be applicable. The permits and approvals for Sylewood Boulevard shall be coordinated in the normal course of development of project roads.

- b. Fanny Bass Road and Fanny Bass Lane (North). Developer shall be responsible to design, permit and construct Fanny Bass Road and Fanny Bass Lane (North) as Framework Roads with no mobility fee credits in accordance with typical section provided in **Exhibit "D"**.
- c. Sylvester Road, Lippman Road, Fanny Bass Road (NE Alignment), and Fanny Bass Lane South. Developer shall be responsible to design, permit and construct these roadways as local roads with no mobility fee credits in accordance with typical section provided in **Exhibit "E"**.
- d. Cul-de-sac. Developer shall be responsible to design, permit and construct the cul-de-sac currently shown on **Exhibit "B"** to the west of Sylvester Road, this cul-de-sac provides for the development of future ROW by the County.
- e. Wetlands. The County has determined the construction of Sylewood Boulevard and all of the off-site transportation improvements referenced herein are critical to the public's interest and that no other practical alternative exist to provide for the transportation improvements for this development and the surrounding residential communities. Impacts to existing wetlands which meet Category I, II, and III are permitted and approved by the County, pursuant to Section 4.2.2 of the Osceola County Land Development Code.

5. **Conveyance of Right of Way and Drainage Property**. The Developer's conveyance of the ROW for Sylewood Boulevard shall be by plat or special warranty deed, free and clear of all liens and encumbrances, except for easements, restrictions, and matters of record, if any, reasonably acceptable to the Applicable Jurisdiction which do not render title to the ROW as unmarketable in accordance with standards customarily applied for ROW purposes or by plat. In no event shall the County require the Developer to acquire and/or convey additional ROW that is outside the current boundary of the Property. Upon conclusion of any conveyance of ROW, including the related drainage property, Developer shall be reimbursed by the Applicable Jurisdiction in the form of mobility fee credits for the number of acres conveyed (rounded to the nearest hundredth acre) over and above that required for the development of the Property (the "**Baseline**"), multiplied by the acreage value of \$150,000 per acre. The parties agree that the value per acre shall never be less than \$150,000. The parties agree that the value of the ROW shall adjust annually based on the percentage adjustment of values in Osceola County as determined annually by the Osceola County Property Appraiser. Prior to the first claim by Developer for Mobility Fee Credits for ROW, the Developer shall provide the County with either a real estate appraisal(s), or relevant information showing a recent comparable sale within the County that justifies the per acre market value of the ROW, either valuation method to be within the County's sole discretion to accept.

The Parties agree that, in accordance with **Exhibit “C”**, the Baseline local road requirement for Sylewood Boulevard is 62' ROW width and the Premium Transit Corridor requirement is 132' ROW width, creating a delta of 70' ROW width of Sylewood Boulevard which is creditable to the Developer. Pursuant to **Exhibit “F”**, the Developer shall cause a segment of 12.1 acres of Sylewood Boulevard (the “**ROW Delta**”), calculated based on the 70' additional width of Sylewood Boulevard over the length of the road, to be conveyed to the Applicable Jurisdiction; therefore, the Developer is entitled to a minimum of \$1,815,000.00 in mobility fee credits for the ROW Delta conveyed. (12.1 acres x \$150,000 = \$1,815,000.00)

Additionally, the ROW Delta accounts for a portion of the drainage into both Basin 1 and Basin 4. Pursuant to **Exhibit “F”**, a portion of the ROW Delta accounts for 7.6% of the drainage into Basin 1 and the remainder of the ROW Delta accounts for 16.31% of the drainage into Basin 4. Basin 1 is 8.24 acres and Basin 4 is 10.39 acres, therefore 0.63 acres of Basin 1 and 1.69 acres of Basin 4 are creditable and the Developer is entitled to a minimum of \$348,000 in mobility fee credits for the area of drainage property ((7.6% x 8.24 acres) x \$150,000 = \$94,500 and (16.31% of 10.39) x \$150,000 = \$253,500)

In order to facilitate the ultimate buildout of Fanny Bass Lane South, Developer shall convey a 0.14 acre strip of property south of Sylewood Boulevard and near Fanny Bass Lane South as depicted and identified as “ROW DEDICATION (ROW STRIP)” in **Exhibit “B”** (“**ROW Strip**”). The ROW Strip shall be conveyed by plat or special warranty deed, free and clear of all liens and encumbrances, except for easements, restrictions, and matters of record, if any, reasonably acceptable to the Applicable Jurisdiction which do not render title to the ROW Strip as unmarketable in accordance with standards customarily applied for ROW purposes or by plat. Pursuant to **Exhibit “B”**, the Developer is entitled to a minimum of \$21,000.00 in mobility fee credits for the ROW Strip conveyed. (0.14 acres x \$150,000 = \$21,000.00)

The County is currently in the process of conducting the Project Development and Environmental study (the “**PD&E Study**”). Based on the result of the PD&E Study, the County may require the acquisition of additional ROW to support the widening of Canoe Creek Road. If required by the County to facilitate the potential widening of Canoe Creek Road in accordance with the PD&E Study, Developer agrees to convey a portion of property on the eastern boundary of the Property, contiguous with Canoe Creek Road, such conveyance shall be entitled for reimbursement in mobility fee credits or cash (whether mobility fee credits or cash is to be determined at the County's sole discretion) pursuant to the terms of this Section 4.

At the time of the conveyance, the Developer, or its successors or assigns, shall be responsible for the payment of any applicable ad valorem taxes, which are due on the dedicated property, on a prorated basis, through the date of the conveyance. This shall be paid to the County as follows:

- a. In the event fee title to property is conveyed between January 1 and November 1, the Developer shall be required to place in escrow with the Osceola County Tax Collector an amount equal to the current taxes prorated to the date of transfer of title, based upon the current assessment and millage rates on the property involved and all taxes due from prior years.
- b. After November 1, the Developer shall be required to pay directly to the Osceola County Tax Collector the entire tax obligation for the period of January 1 through the date of closing for the current year and any delinquent taxes due from prior years.

6. **Method of Reimbursement.**

- a. **Right of Way.** Pursuant to **Exhibit “F”** attached hereto, the Jurisdictions agree that the Developer shall be entitled to receive mobility fee credits from the Applicable Jurisdiction for ROW it conveys over and above the Baseline in the amount per acre as set forth in Section 4 for Sylewood Boulevard by deed or plat. The determination of mobility fee credits shall be determined at the time of conveyance of Sylewood Boulevard based on the methodology provided in Section 4 above. Further, pursuant to **Exhibit “F”**, Developer shall be entitled to receive mobility fee credits from the Applicable Jurisdiction for a portion for the drainage into both Basin 1 and Basin 4 in the amount set forth in Section 4, the plat shall include a note that the County has the right, but not the obligation, to maintain the stormwater management ponds.
- b. **Mobility Fee Accounts.** The Applicable Jurisdiction will establish a separate mobility fee account (the "**Mobility Fee Accounts**") for the benefit of each of American, Taylor Morrison, and KB Home pursuant to this Agreement, as a means of accounting for all mobility fee credits. As long as the applicable Mobility Fee Account has a positive credit balance, the Applicable Jurisdiction shall direct any applicant for a building permit (or any permit that triggers payment of mobility fees) on the Property to the Developer so that the Developer has the opportunity (at its sole election) to assign the required mobility fee credits to such applicant at Developer's sole discretion.

Upon receipt of an assignment of mobility fee credits from the Developer to the applicant, the Applicable Jurisdiction shall deduct the applicable credits from the Developer's Mobility Fee Credit Accounts, and shall accept such credits as payment for such applicant's mobility fees.

- c. **Construction Costs.** The Developer shall receive mobility fee credits from the Applicable Jurisdiction by delivering to the Applicable Jurisdiction a certification of the actual Construction Costs prepared by the Developer's engineer indicating the percentage of work completed through the date of certification. The certification shall be accompanied by invoices for the actual expenditures and any other documentation substantiating the actual expenditures that the Applicable Jurisdiction may reasonably require, including proof of payment for the construction. Reimbursement for the Developer's actual expenditures for the Construction Costs shall be provided for by the Applicable Jurisdiction crediting the Mobility Fee Accounts established pursuant to subpart A above. The mobility fee credits shall be available to the Developer upon inspection, approval and acceptance of the certification by the Applicable Jurisdiction, which shall not be unreasonably withheld, conditioned or delayed.

The amount of the reimbursement for the improvements to Sylewood Boulevard shall be the delta percent difference between the 62' local road requirements and the 132' Premium Transit Corridors requirements, as set forth in **Exhibit “C”**. Pursuant to **Exhibit “C”**, as of the Effective Date, the estimated amount for reimbursement which does not include the cost of the

ROW Delta of Sylewood Boulevard, is Three Million Four Hundred Nine Thousand Nine Hundred Fifty-Four and 82/100 (\$3,409,954.82). (132' Premium Transit Corridor costs \$11,351,122.93 and 62' local road costs \$7,941,168.11. \$11,351,122.93 MINUS \$7,941,168.11 creates a delta of \$3,409,954.82.) The Developer shall use the Reimbursement form as set forth in **Exhibit "J"** attached hereto and incorporated herein. The Developer may file the Reimbursement form, together with highlighted plan set sheet showing the areas completed and the corresponding actual invoices, every sixty (60) days. The Jurisdictions agree to review completed reimbursement requests within thirty (30) days. Credits shall be made within ten (10) days of the approval of the reimbursement request.

- d. Inspections. Developer has included CEI providers costs in the cost estimates provided in **Exhibit "C"** and, therefore, within the calculation for mobility fee credits provided in Section 5.c. The CEI providers costs shall not exceed 15% of the construction costs of the Jurisdictions' obligation (pro-rata share). The Developer will not pay additional inspection fees. The Developer may seek reimbursement for mobility fee credits in the same percentage as the corresponding road delta percentage. Developer shall hire inspectors that are pre-qualified by the Florida Department of Transportation. The County agrees to timely review any proposed CEI providers and shall not unreasonably withhold approval. The scope of services to be provided is outlined in attached **Exhibit "G"**. The prime contractor for the CEI services shall be pre-qualified by the Florida Department of Transportation. The subcontractors are not required to be pre-qualified by the Florida Department of Transportation.

7. **Maintenance Agreement.** The Developer, any community development district, a property owners' association, a homeowners' association, and/or any governmental or quasi-governmental entity having jurisdiction over the Property (the "**Permitted Assignee(s)**"), as determined by Developer in its reasonable discretion, shall be required to enter into maintenance agreements with the Applicable Jurisdiction for the landscape, hardscape, street lights, and irrigation maintenance associated with the Transportation Improvements and Sylewood Boulevard and local roads, a form agreement between the Permitted Assignee and the Jurisdiction is attached hereto as **Exhibit "H"**.

8. **Mobility Fees.** An estimate mobility fees generated by Canoe Creek Reserve is attached hereto as **Exhibit "I"**, this table is provided for informational purposes only and the final amount of mobility fees will be calculated at building permit issuance.

9. **Easements.** Developer shall construct the off-site Transportation Improvements within existing County right of way. Developer may obtain easements or additional right of way in order to reduce cost of construction of the off-site Transportation Improvements at the sole cost of the developer, if approved at the sole discretion of the Applicable Jurisdiction, however, in no event shall the Developer be required to acquire additional property to facilitate the construction of offsite Transportation Improvements.

10. **Representations and Warranties of Developer.** Developer, in addition to any other representations and warranties set forth herein, does hereby give and make the following representations and warranties, as of the date hereof, each of which is material and is being relied

upon by the Jurisdictions. All of such representations and warranties are made to the best of Developer's knowledge and belief.

- a. Developer has the full right, power and authority to enter into this Agreement and to consummate the transactions contemplated herein and to perform all covenants and agreements of Developer hereunder.
- b. Based upon Developer's knowledge and belief, the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by Developer of any provision of any agreement or other instrument to which Developer is a party nor shall it result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Developer.
- c. Developer further represents and warrants that no one was paid a fee, commission, gift or other consideration by Developer as an inducement to entering into this Agreement.

Each and every one of the foregoing representations and warranties shall be true and correct as of the Effective Date of the Agreement.

11. **Representations and Warranties of Jurisdictions.** The Jurisdictions, in addition to any other representations and warranties set forth herein, does hereby give and make the following representations and warranties, as of the date hereof, each of which is material and is being relied upon by the Developer. All of such representations and warranties are made to the best of the Jurisdiction's knowledge and belief.

- a. The Jurisdictions has the full right, power and authority to enter into this Agreement and to consummate the transactions contemplated herein and to perform all covenants and agreements of the Jurisdictions hereunder.
- b. This Agreement has been validly approved by the Jurisdictions, has been duly executed and delivered by the Jurisdictions and the enforceability hereof is not subject to impairment on the basis of any public policy or police power.
- c. The Jurisdictions acknowledge and agree that the obligations of Developer cannot be accomplished or completed without the involvement, joint participation and cooperation of certain other governmental entities that are not parties to this Agreement. Upon request by Developer, and without any out-of-pocket expense to the Jurisdictions, the Jurisdictions will make reasonable efforts to assist Developer in acquiring all necessary, local, state, and federal permits, licenses, easements and other approvals to construct the improvements contemplated by this Agreement.

12. **No Development Risk by Jurisdictions.** No development risk shall be assumed by either Jurisdiction as a result of the entering into this Agreement.

13. **Public Records.** IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

County:
Custodian of Public Records
c/o Public Records Coordinator
1 Courthouse Square, Suite 4700
Kissimmee, FL 34741
407-742-2395

City:
City of St. Cloud
1300 9th Street Building A
St. Cloud, FL 34769
407-957-7300
Email: Ivy.lauro@stcloudfl.gov

The Developer understands that documents, records, and related materials submitted to the County shall be open to the public for inspection in accordance with Florida law. If the Developer will act on behalf of the Jurisdictions, as provided under section 119.011(2), Florida Statutes, the Developer, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the Jurisdictions to perform the service.
 2. Upon request from a Jurisdiction's custodian of public records, provide the Jurisdiction with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Developer does not transfer the records to the Jurisdiction.
 4. Upon completion of the Agreement, transfer, at no cost, to the Jurisdiction all public records in possession of the Developer or keep and maintain public records required by the Jurisdiction to perform the service. If the Developer transfers all public records to the Jurisdiction upon completion of the Agreement, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of the Agreement, the Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Jurisdiction, upon request from the Jurisdiction's custodian of public records, in a format that is compatible with the information technology systems of the Jurisdiction.
 5. If the Developer does not comply with a public records request, the Jurisdiction shall enforce the contract provisions in accordance with the Agreement.
14. **Audit.** In the performance of this Agreement, the Developer shall keep and maintain books, records and accounts of all activities related to this Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the Applicable Jurisdiction and shall be retained by the Developer

for a period of three years after termination or completion of the Agreement or until the Applicable Jurisdiction's audit is complete, whichever comes first. The Applicable Jurisdiction shall retain the right to audit the books during the three-year retention period. All books, records and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The Applicable Jurisdiction also has the right to conduct an audit within sixty (60) days from the Effective Date of this Agreement to determine whether the Developer has the ability to fulfill their contractual obligations to the satisfaction of the Jurisdiction. The Applicable Jurisdiction has the right to terminate this Agreement based upon its finding in this audit, by providing written notice of such termination to the Developer no later than thirty (30) days after such audit is complete.

15. **Litigation and Attorneys' Fees.** If any Party to this Agreement shall bring suit in connection with the enforcement or interpretation of any provisions hereof, each Party shall be responsible to pay its own costs and expenses of such litigation, including all attorney's fees. The provisions of this section shall survive termination of this Agreement.

16. **Time of Essence.** Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either Party hereto. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by either Party shall not be deemed to be a waiver of the future performance or satisfaction thereof or of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing.

17. **Execution and Counterparts.** To facilitate execution of this Agreement, the Parties hereto agree that this Agreement may be executed and telecopied to the other Parties and that the executed telecopy shall be binding and enforceable as an original; the Parties agree to fully execute one original of this Agreement. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each Party, or that the signatures of all persons required to bind any Party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each Party, or that the signatures of the persons required to bind any Party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

18. **Captions and Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or content of this Agreement nor the intent of any provision hereof.

19. **Notices.** All notices which are required or permitted under this Agreement shall be given to the parties by certified mail, return receipt requested, hand delivery or express courier and shall be effective upon receipt when delivered to the parties at the addresses set forth below:

If to the Developer:

American Saint Cloud Investments LLC
964 Cypress Drive, Delray Beach, FL 33483
Attn: Robert L. Zlatkiss, Manager
Telephone: (407) 810-6318
E-mail: rzlatkiss@aol.com

Taylor Morrison of Florida, Inc.
2600 Lake Lucien Dr., Suite 350
Maitland, FL 32751

Attn.: Frederick Miller
Telephone: (407) 720-8650
E-mail: Fmiller@taylormorrison.com

KB Home Orlando LLC
9102 Southpark Center Loop, Suite 100
Orlando, FL 32819
Attn.: Steve McConn, P.E.
Telephone: (863) 510-9211
E-mail: smcconn@kbhome.com

With a copy to:

Shutts & Bowen LLP
300 S. Orange Avenue, Suite 1600
Orlando, FL 32801
Attn: Daniel T. O'Keefe, Esq.
Telephone: (407) 835-6956
E-mail: dokeefe@shutts.com

Nelson Mullins Riley & Scarborough, LLP
390 N. Orange Ave. Suite 1400
Orlando, FL 32801
Attn.: Jo O. Thacker
E-mail: Jo.thacker@nelsonmullins.com

Godbold, Downing, Bill & Rentz, P.A.
222 W. Comstock Avenue, Suite 101
Winter Park, Florida 32789
Attn.: R. Travis Rentz, Esq.
Telephone: (407) 647-4418
E-mail: trentz@gbd-law.com

If to County:

Osceola County, Florida
Attention: County Manager
1 Courthouse Square, Suite 1100, Kissimmee, Florida 34741

With a copy to:

County Attorney
Osceola County
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741

If to the City:

City of St. Cloud
Attn: Veronica Miller, City Manager
1300 9th Street
St. Cloud, Florida 34769

or to such other address as either Party hereto shall from time to time designate to the other Party by notice in writing as herein provided.

20. **Approvals.** Whenever any review or approval is required by any Party, such Party agrees that such review or approval will be promptly conducted and concluded. Moreover, each Party agrees that it will act reasonably in exercising its review and approval functions hereunder and no approval shall be unreasonably delayed or withheld.

21. **Governing Law and Binding Effect.** The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The terms and provisions of this Agreement shall bind, and the benefits and advantages hereof shall inure to and be enforceable by, the parties hereto as well as their respective successors and permitted assigns. Whenever used herein, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. Except for a suit in Federal court, venue for all suits to enforce this Agreement shall be in Osceola County, Florida. All legal disputes, proceedings, or actions arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Osceola County, Florida, or, if appropriate, the United States District Court for the Middle District of Florida, Orlando Division.

22. **Integrated Agreement, Waiver, Modification.** This Agreement (together with the documents specifically referred to herein) represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in this Agreement and supersedes any and all prior or contemporaneous agreements, whether written or oral. This Agreement may not be modified or amended, nor may any provision contained herein be waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties hereto and to the detriment of the others, then the same must be in writing signed by all parties to whose detriment the modification, amendment or waiver inures.

23. **Severability.** All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. **Further Assurances.** Each Party hereto shall each take all such additional actions and execute and deliver all such additional documents and instruments as may be required in order to fully effectuate all actions contemplated by this Agreement.

25. **Assignability.** The parties hereto acknowledge and agree that the each of American, Taylor Morrison, and KB Home shall have the right to assign its rights and obligations under this Agreement in whole or part to any successors in title to all or any part of the Property and shall provide written notice to the County of any assignment; provided such Party expressly assumes in a separate written assignment the obligations stated herein. Upon such assignment and written notice thereof to all parties: (i) American, Taylor Morrison, or KB Home, as applicable, hereunder shall thereupon be released and discharged from any and all obligations arising under this Agreement and (ii) such successor in title shall become a "Developer" under this Agreement, to the extent this Agreement is assigned in whole to such successor. The County will not accept or honor a third-party's claim to any rights, entitlements and development rights, except to the extent actually assigned by Developer to that third-party in a recorded assignment and only in accordance with the express terms of that assignment.

26. **Transferability.** The mobility fee credits established hereunder are assignable and transferable as follows:

- a. Mobility fee credits issued by the County under this Agreement are assignable and transferrable within the Property or from the Property to another development or parcel anywhere within Mobility Fee District 3 as established by the County's Mobility Fee Ordinance, which the County and the Developer acknowledge and agree are the mobility fee districts in which the Property is located and the adjoining impact fee district that receives benefits from the improvement or contribution that generated the mobility fee credits. Any application of mobility fee credits by the County shall be subject to administrative procedures as may be established by the County. Notwithstanding the foregoing, the parties acknowledge that assignability and transferability of mobility fee credits is governed by the County's mobility fee ordinance #2024-26, as such may be amended from time to time, and applicable state law.
- b. Mobility fee credits issued by the City are assignable and transferable within the Property or from the Property to another development or parcel within the City which receives benefits from the improvement or contribution that generated the mobility fee credits. Any application of mobility fee credits by the City shall be subject to administrative procedures as may be established by the City.

27. **Successors and Assigns Bound.** The rights and obligations contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, including any successor in title to the Developer to all or any part of the Property.

28. **Relationship.** This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between the Jurisdictions and Developer. Developer has no authority to act on behalf of, or otherwise obligate or bind, the Jurisdictions in any manner. Each Party hereby acknowledges that it is sophisticated and prudent in business transactions and is acting for its own account. Each Party has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each Party hereby acknowledges that it is proceeding at its own risk and that the other Party is not acting as a fiduciary for or an adviser to it with respect to this Agreement or any responsibility or obligation contemplated herein.

29. **Personal Liability.** No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of either Jurisdiction in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the Jurisdiction hereunder.

30. **Effect of Administrative Procedures.** Notwithstanding the adoption of any administrative procedures in respect of mobility fees or mobility fee credits or impact fees or impact fee credits by either Jurisdiction after the Effective Date of this Agreement, such procedures which are inconsistent with the provisions of this Agreement shall not be deemed to affect relevant portions of this Agreement, and this Agreement shall control as to such matters unless such changes inure to the benefit of Developer.

31. **Recording of Agreement.** Developer shall be responsible for recording this Agreement (including all costs associated therewith) on the Property within the Public Records of Osceola County, Florida, within thirty (30) days of its execution.

32. **Term.** The term of this Agreement shall begin on the Effective Date and shall remain in effect until such time as the Transportation Improvements have been completed or twenty (20) years, whichever is earlier, unless extended by a further agreement in writing by the parties, or their successors, and recorded in the Public Records of Osceola County, Florida.

33. **Force Majeure.** If for any reason or contingency beyond the reasonable control of either the County or the Developer, including, but not limited to global pandemic, other pandemics, epidemics, public health emergencies, outbreak of a communicable disease, quarantines, state, the declaration of a state of emergency or imposition of any other act, rule or regulation, by a national, state, county, regional or local governmental authority, acts of God, fire, earthquakes, flood, natural disaster, catastrophe, act or threat of terrorism, accident, riot or civil commotion, supply chain disruptions, work stoppages, or other form of labor dispute, compliance with any order, ruling, injunction or decree by any court, tribunal or judicial authority of competent jurisdiction, or any other cause or condition, whether similar or dissimilar to the foregoing, (each a “**Force Majeure Event**”), either Party may upon notice, suspend efforts to complete any obligations contained in this Agreement, including the suspension of the issuance of building permits, while such Force Majeure Event continues. Once such Force Majeure Event no longer exists, both parties shall resume performance under this Agreement.

34. **Further Cooperation.** To ensure effective implementation of the Transportation Improvements, the County and the Developer agree to exchange information on a consistent basis to coordinate right of way acquisition, roadway design, permitting and construction of the Transportation Improvements.

35. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and assigns, and nothing in this Agreement, express or implied, is intended to or shall be deemed to confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

36. **Estoppel Certificate.** Each Party shall from time to time, upon reasonable request from another Party, execute, acknowledge, and deliver to the requesting Party, a certificate (which may be relied on for estoppel purposes only and shall not create any liability for damages) stating: (i) that the terms and provisions of this Agreement are unmodified and in full force and effect, or if modified, identifying the modification agreements; (ii) whether the certifying Party has knowledge of any existing default hereunder by another Party, and if so, specifying the nature and extent of the default; and (iii) such other matters as may be reasonably requested.

37. **Liability of Developer.** The Parties intend that KB Home and Taylor Morrison, but not American, perform development of Canoe Creek Reserve. American has joined in execution of this Agreement for the purpose of subjecting American's property to the requirements of this Agreement affecting that property. American shall have no personal obligation or liability whatsoever under this Agreement except to the extent American actually undertakes development of Canoe Creek Reserve or a portion thereof pursuant to this Agreement, and then only to the extent of the development actually undertaken or rights actually invoked.

38. **Liability of Successors.** Notwithstanding any other provision of this Agreement, on conveying a portion of Canoe Creek Reserve, Developer may expressly agree in a recorded writing

that the third-party successor is obligated only for those obligations, liabilities, and requirements of this Agreement that the third-party successor expressly assumes in writing (which assumption shall be deemed to include at a minimum all obligations, liabilities, and requirements that directly affect or require the successor's land). If Developer records such an agreement, the other Parties shall look solely to Developer for those obligations, liabilities, and requirements the third-party successor did not expressly assume.

39. **Florida Local Government Development Agreement Act.** This Agreement shall be subject to this Act as set forth in Florida Statutes 163.3220 – 163.3243 (2023).

40. **Indemnification.** The Developer, or its successor and assign, while constructing the Roadway Improvements contemplated under this Agreement agrees to be liable for any and all damages, losses and expenses incurred by the Jurisdictions, caused by the negligent acts and/or omissions of the Developer, or any of their employees, agents, contractors, representatives, volunteers, or the like. The Developer agrees to indemnify, defend, and hold the Jurisdictions harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all grossly negligent acts and/or omissions of the Developer, or any of their employees, agents, contractors, representatives, volunteers, or the like.

41. **Sovereign Immunity.** The Jurisdictions expressly retain all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of Jurisdictions for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the Jurisdictions which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

42. **Employment Eligibility Verification (E-Verify).** Pursuant to Florida Statutes, Section 448.095, the Contractor shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the Contractor shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the Contractor stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the Contractor must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement without regard to any notice otherwise required herein. In the event the City or County incurs costs as a result of the Contractor's breach of this provision, any and all such costs shall be paid by the Contractor immediately upon receipt of notice of the same from the City or County. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

43. **Annual Review.** The County shall review the land subject to this Agreement at least once every 12 months to determine if there has been demonstrated good faith compliance with the terms of the Agreement. If the County finds, on the basis of substantial competent evidence, that

there has been a failure to comply with the terms of the Agreement, the Agreement may be revoked or modified by the County.

44. **Maintenance Bond**. A maintenance bond in the form attached hereto and incorporated herein as **Exhibit “K”** shall be provided upon acceptance of each road segment.

(Signature Pages and Exhibits follow)

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement on the dates set forth below.

CITY OF ST. CLOUD, FLORIDA

By: _____
Christian B. Robertson, City Mayor

ATTEST:

Ivy Llauro, City Clerk

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement on the dates set forth below.

**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

By: *Theresa Janer*
Chair / Vice Chair

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: *Samantha Griffin*

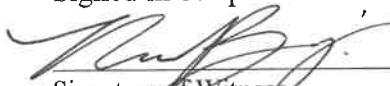


As authorized for execution at the Board of
County Commissioners meeting of:

June 16, 2025

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement on the dates set forth below.

Signed in our presence as Witnesses:


Signature of Witness

NAUDIA BORRERO
Printed Name of Witness

1686 S. Federal Hwy
Delray Beach, FL 33483

Print Address of Witness


Signature of Witness

Erelka Thomas
Printed Name of Witness

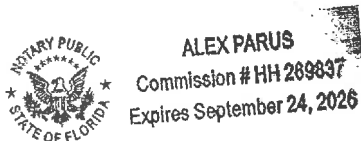
1686 S. Federal Hwy
Delray Beach, FL 33483

Print Address of Witness

STATE OF FLORIDA)
COUNTY OF Palm Beach)

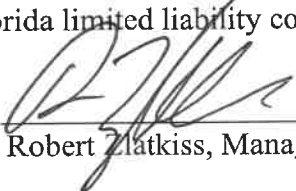
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 3rd day of June, 2025, by Robert Zlatkiss, the Manager of American Saint Cloud Investments LLC, a Florida limited liability company, on behalf of the limited liability company. He/She is personally known to me or has produced _____ as identification.

[Affix Notary Stamp or Seal]



"American"

AMERICAN SAINT CLOUD
INVESTMENTS LLC,
a Florida limited liability company

By: 
Robert Zlatkiss, Manager

Sign: 
Print name: Alex Parus
NOTARY PUBLIC — State of Florida
My Commission expires: 09/24/2026
Commission No.: HH269837

Signed in our presence as Witnesses:

Gayle A. Carter
Signature of Witness

Gayle A. Carter
Printed Name of Witness

2600 LAKE LUCIEN DR.
STE. 350
MAITLAND, FL 32751

Print Address of Witness

SKane
Signature of Witness

Susan Kane
Printed Name of Witness

2600 Lake Lucien DR.
Ste. 350
Maitland, FL 32751

Print Address of Witness

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 4th day of June, 2025 by Julie Salvo the Vice Pres. of Taylor Morrison of Florida, Inc., a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

[Affix Notary Stamp or Seal]



“Taylor Morrison”

TAYLOR MORRISON OF FLORIDA, INC.,
a Florida corporation

By: Julie Salvo
Name: Julie Salvo
Its: Vice President

Sign: Chad D. Harvey
Print name: Chad D. Harvey
NOTARY PUBLIC — State of Florida
My Commission expires: 3-6-2026
Commission No.: 236703

Signed in our presence as Witnesses:

Eileen Sesto
Signature of Witness

Eileen Sesto
Printed Name of Witness

9102 Southpark Center Loop
STE 100
Orlando, FL 32819

Print Address of Witness

Juan Pardo
Signature of Witness

Juan Pardo
Printed Name of Witness

9102 Southpark Center Loop
STE 100
Orlando, FL 32819

Print Address of Witness

STATE OF FLORIDA)

COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 4th day of June, 2025 by Stephen McConn as VP, Land of KB Home Orlando LLC, a Delaware limited liability company, on behalf of the limited liability company. He/She is personally known to me or has produced _____ as identification.

[Affix Notary Stamp or Seal]



"KB Home"

KB HOME ORLANDO LLC,
a Delaware limited liability company

By: Stephen McConn
Name: Stephen McConn
Its: VP Land Development

Sign: Eileen Sesto
Print name: Eileen Sesto
NOTARY PUBLIC — State of Florida
My Commission expires: 07/12/2025
Commission No.: HH152862

(Exhibits follow)

Exhibit "A"
Canoe Creek Reserve Legal Description

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATE IN SECTION 1, SECTION 2, SECTION 11, AND SECTION 12, TOWNSHIP 27 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

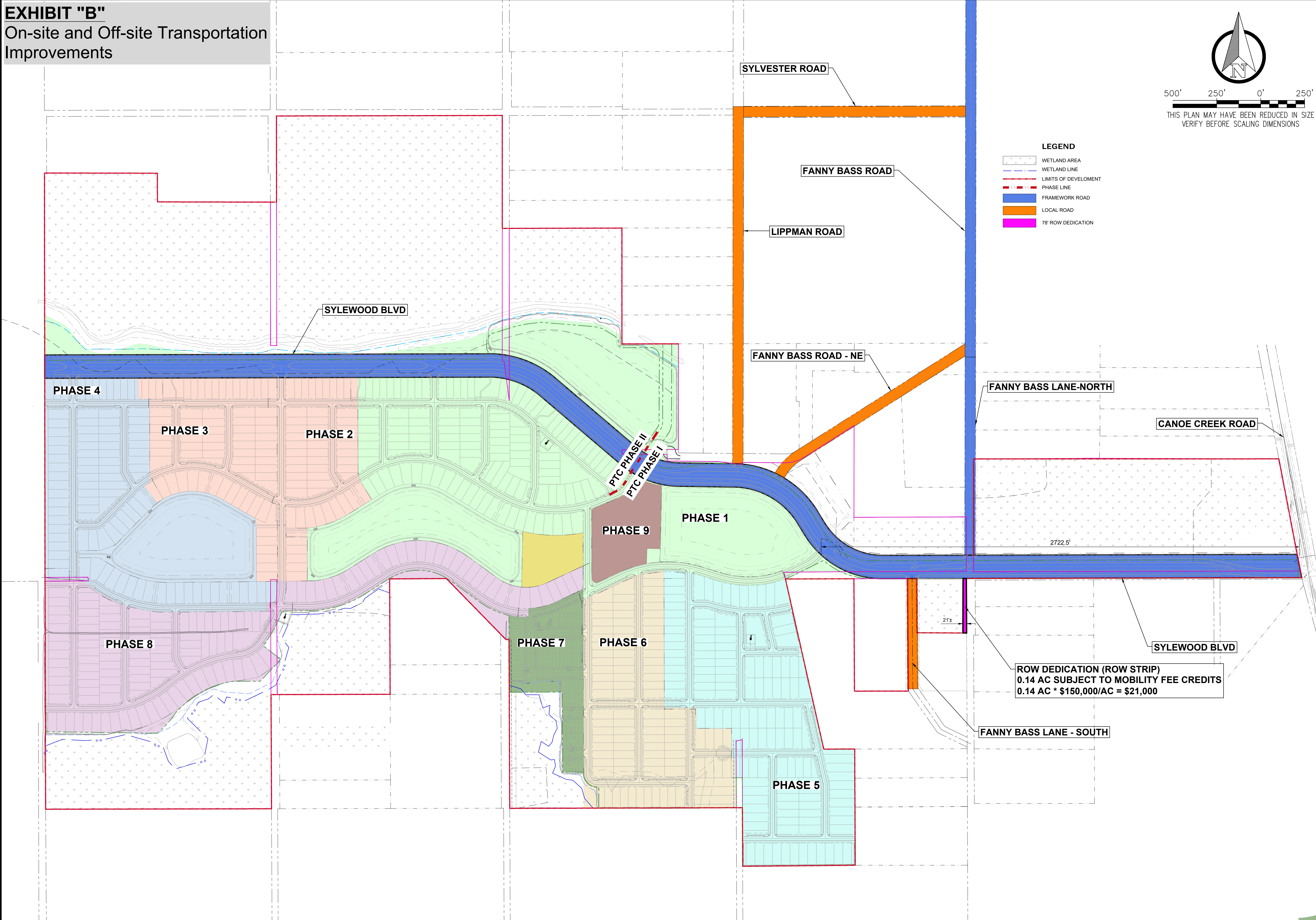
BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 2, MARKED BY A 2" IRON PIPE "NO IDENTIFICATION"; THENCE, ALONG THE WEST LINE OF SAID SECTION 2, NORTH 0° 04' 38" WEST, 1,002.84 FEET, TO A 5/8" IRON ROD AND CAP "LB 6605"; THENCE, DEPARTING SAID WEST LINE OF SECTION 2, NORTH 89° 55' 22" EAST, 19.98 FEET, TO A 5/8" IRON ROD AND CAP "LB 6605"; THENCE, NORTH 0° 04' 38" WEST, 1,298.97 FEET, TO A 5/8" IRON ROD AND CAP "LB 6605"; THENCE, SOUTH 89° 54' 46" EAST, 642.65 FEET; THENCE, SOUTH 0° 04' 38" EAST, 163.33 FEET; THENCE, SOUTH 89° 54' 46" EAST, 677.65 FEET; THENCE, NORTH 0° 04' 38" WEST, 490.15 FEET; THENCE, NORTH 89° 52' 11" EAST, 1285.28 FEET; THENCE, SOUTH 0° 01' 06" WEST, 642.88 FEET; THENCE, NORTH 89° 50' 19" EAST, 681.03 FEET, TO A 3/4" IRON PIPE "NO IDENTIFICATION"; THENCE, SOUTH 0° 03' 42" WEST, 330.07 FEET, TO A 3/4" IRON PIPE "NO IDENTIFICATION"; THENCE, SOUTH 0° 02' 30" EAST, 329.46 FEET, TO A 5/8" IRON ROD "NO IDENTIFICATION"; THENCE, NORTH 89° 54' 42" EAST, 321.70 FEET, TO A 5/8" IRON ROD AND CAP "LB 6605"; THENCE, SOUTH 0° 03' 55" WEST, 620.70 FEET, TO A POINT SITUATE ON THE NORTH RIGHT-OF-WAY OF FANNY BASS ROAD (RIGHT-OF-WAY WIDTH VARIES); THENCE, CONTINUE ALONG SAID NORTH RIGHT-OF-WAY, SOUTH 89° 26' 48" EAST, 607.29 FEET, TO A POINT OF CURVATURE; THENCE, CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE AND SAID CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 150.24 FEET, A CENTRAL ANGLE OF 32° 05' 02" AND AN ARC LENGTH OF 84.13 FEET (CHORD: NORTH 74° 30' 41" EAST, 83.04'), TO A POINT OF NON-TANGENCY; THENCE, DEPARTING SAID NORTH RIGHT-OF-WAY, SOUTH 32° 24' 43" EAST, 50.00 FEET, TO A 5/8" IRON ROD AND CAP "LB 6605" SITUATE ON THE SOUTHEAST RIGHT-OF-WAY OF SAID FANNY BASS ROAD (RIGHT-OF-WAY WIDTH VARIES); THENCE, ALONG SAID SOUTHEAST RIGHT-OF-WAY, NORTH 57° 35' 17" EAST, 338.67 FEET, TO A 5/8" IRON ROD AND CAP "LB 6605"; THENCE, DEPARTING SAID SOUTHEAST RIGHT-OF-WAY, SOUTH 0° 06' 40" WEST, 522.05 FEET, TO A 5/8" IRON ROD AND CAP "NO IDENTIFICATION"; THENCE, NORTH 89° 49' 41" EAST, 640.25 FEET, TO 5/8" IRON ROD "NO IDENTIFICATION", SITUATE ON THE WEST RIGHT-OF-WAY LINE OF FANNY BASS LANE (40' WIDE RIGHT-OF-WAY, PER PLAT BOOK B, PAGE 35); THENCE, ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 0° 07' 13" WEST, 218.02 FEET; THENCE, DEPARTING SAID WEST RIGHT-OF-WAY LINE, NORTH 89° 51' 59" EAST, 40.24 FEET, TO A POINT SITUATE ON THE EAST RIGHT-OF-WAY LINE OF SAID FANNY BASS LANE (40' WIDE RIGHT-OF-WAY, PER PLAT BOOK B, PAGE 35); THENCE, ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 0° 07' 13" EAST, 548.05 FEET, TO A 5/8" IRON ROD AND CAP "NO IDENTIFICATION"; THENCE, DEPARTING SAID EAST RIGHT-OF-WAY LINE, NORTH 89° 42' 40" EAST, 715.32 FEET, TO A 5/8" IRON ROD AND CAP "NO IDENTIFICATION"; THENCE, SOUTH 89° 49' 01" EAST, 1,021.30 FEET, TO A 5/8" IRON ROD AND CAP "NO IDENTIFICATION", SITUATE ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 523 (ALSO KNOWN AS CANOE CREEK ROAD) (100' WIDE RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION SECTION MAP 9252-250); THENCE, ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 10° 41' 46" EAST, 584.23 FEET, TO A 5/8" IRON ROD AND CAP "LB 6605" AND POINT OF NON-TANGENT CURVE; THENCE, CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE TO THE LEFT, CONCAVE TO THE EAST, HAVING A RADIUS OF 2,475.25 FEET, A DELTA ANGLE OF 2° 24' 49" AND AN ARC LENGTH OF 104.27 FEET (CHORD: SOUTH 12° 06' 01" EAST, 104.27 FEET), TO A 5/8" IRON ROD AND CAP "LB 6605" SITUATE ON A NON-TANGENT LINE; THENCE, DEPARTING SAID WEST RIGHT-OF-WAY LINE, SOUTH 89° 51' 59" WEST, 1,908.20 FEET, TO A 5/8" IRON ROD AND CAP "NO IDENTIFICATION"; THENCE, SOUTH 0° 15' 43" EAST, 310.00 FEET; THENCE, SOUTH 89° 49' 41" WEST, 283.75 FEET, TO A POINT SITUATE ON THE EAST RIGHT-OF-WAY LINE OF FANNY BASS LANE (50' WIDE RIGHT-OF-WAY PER OFFICAL RECORDS BOOK 933, PAGE 1714); THENCE, ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 0° 21' 25" WEST, 310.00 FEET, TO A 5/8" IRON ROD AND CAP "LB 6605"; THENCE, DEPARTING SAID EAST RIGHT-OF-WAY LINE, SOUTH 89° 49' 40" WEST, 50.00 FEET, TO A 5/8" IRON ROD AND CAP "LB 6605", SITUATE ON THE WEST RIGHT-OF-WAY LINE OF FANNY BASS LANE (50' WIDE RIGHT-OF-WAY PER OFFICAL RECORDS BOOK 933, PAGE 1714); THENCE, ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 0° 21' 25" EAST, 639.63 FEET, TO A 1/2" IRON PIPE AND CAP "LB 25.03"; THENCE, DEPARTING SAID WEST RIGHT-OF-WAY LINE, SOUTH 89° 54' 36" WEST, 306.93 FEET, TO A 5/8" IRON ROD AND CAP "LB 6605"; THENCE, NORTH 0° 15' 51" WEST, 639.19 FEET, TO A 5/8" IRON ROD "NO IDENTIFICATION"; THENCE, SOUTH 89° 48' 55" WEST,

389.69 FEET; THENCE, SOUTH 12° 41' 25" EAST, 992.89 FEET, TO A 5/8" IRON ROD AND CAP "ILLEGIBLE"; THENCE, NORTH 89° 49' 40" EAST, 176.04 FEET, TO A 5/8" IRON ROD AND CAP "LB6605"; THENCE, SOUTH 0° 15' 51" EAST, 661.53 FEET, TO A 5/8" IRON ROD AND CAP "ILLEGIBLE"; THENCE, SOUTH 89° 29' 09" WEST, 640.49 FEET, TO A 5/8" IRON ROD AND CAP "ILLEGIBLE"; THENCE, NORTH 0° 15' 51" WEST, 333.57 FEET; THENCE, SOUTH 89° 49' 35" WEST, 1323.85 FEET, TO A 5/8" IRON ROD AND CAP "LB 6605"; THENCE, NORTH 0° 14' 43" WEST, 960.82 FEET, TO A 5/8" IRON ROD AND CAP "LB 6605"; THENCE, NORTH 89° 29' 15" WEST, 17.50 FEET, TO A 5/8" IRON ROD AND CAP "LB 6605"; THENCE, NORTH 44° 18' 17" WEST, 485.46 FEET, TO A 1" IRON PIPE "NO IDENTIFICATION"; THENCE, SOUTH 89° 37' 28" WEST, 322.70 FEET, TO A 5/8" IRON ROD AND CAP "LB 6605"; THENCE, SOUTH 0° 14' 59" EAST, 656.89 FEET; THENCE, SOUTH 89° 51' 27" WEST, 677.75 FEET; THENCE, SOUTH 0° 15' 14" EAST, 162.51 FEET; THENCE, NORTH 89° 51' 19" EAST, 677.73 FEET; THENCE, SOUTH 0° 14' 59" EAST, 162.48 FEET; THENCE, SOUTH 89° 51' 11" WEST, 677.72 FEET; THENCE, SOUTH 0° 15' 14" EAST, 325.00 FEET; THENCE, SOUTH 89° 53' 35" WEST, 1285.32 FEET, TO A 5/8" IRON ROD AND CAP "LB 6605"; THENCE, NORTH 0° 09' 45" WEST, 1319.47 FEET; THENCE, SOUTH 89° 47' 58" WEST, 19.87 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING ±353.6 ACRES OR 15,401,445 SQUARE FEET, MORE OR LESS.

Exhibit “B”
Transportation Improvements

EXHIBIT "B"
On-site and Off-site Transportation
Improvements




KPMFranklin
ENGINEERS • PLANNERS • SURVEYORS
222 CHURCH ST
KISSIMMEE, FL 34741
PHONE (407)846-1216
EB No. 32059 LB No. 6605

REV. NO.	DATE	STATUS
8		
7		
6		
5		
4		
3		
2		
1		

REV. NO.	DATE	STATUS
12		
11		
10		
9		
8		
7		
6		
5		
4		
3		

**ON-SITE AND OFF-SITE
TRANSPORTATION IMPROVEMENTS**

CANOE CREEK RESERVE
MASTER DEVELOPMENT

CAUTION
0 1/2 1
IF THIS SCALE BAR
DOES NOT MEASURE 1"
THE DOCUMENT IS
NOT TO SCALE

JOB NO.	21-0045.005
DESIGN	KEVIN P WHITE
DRAWN	FT, KW & PH
APPROVED	KEVIN P WHITE
SHEET NO.	EXHIBIT "B"

Exhibit “C”
Sylewood Boulevard

EXHIBIT "C"

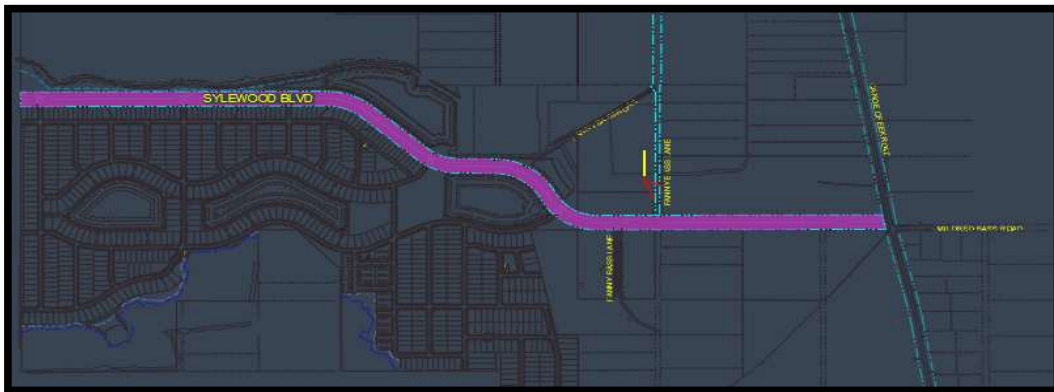
Canoe Creek Reserve "SYLEWOOD BLVD"

Premium Transit Corridor, 132 Foot ROW

Date Prepared: 4/23/2025

Summary Page

Task Description	Task Total
Paving	\$ 4,569,945.12
Earthwork	\$ 529,029.90
Erosion Control	\$ 255,874.10
Drainage	\$ 2,730,977.59
Design/CEI/Misc	\$ 2,425,748.01
Wetland Mitigation	\$ 839,548.21
	\$ 11,351,122.93
	\$ 7,940,372.16 /mi @ 1.43 miles



Prepared by

KPM Franklin
222 Church Street
Kissimmee, FL 34741
(407) 846-1216

THIS ESTIMATE IS FOR BUDGETING PURPOSES ONLY. MEASUREMENTS ARE TAKEN FROM CONCEPTUAL EXHIBITS AND REQUIRE FURTHER REFINEMENT. THE PRICES INCLUDED IN IT ARE BASED ON RECENT CONSTRUCTION BIDS, WHICH REFLECT MATERIAL COSTS FOR THE PAST 30 DAYS ON A VERY FLUCTUATING MARKET. THE ACTUAL COST MAY CHANGE AFTER ALL ELEMENTS OF THE PROJECT ARE DESIGNED AND FINALIZED.

CANOE CREEK RESERVE - SYLEWOOD BLVD (132' Foot)**Roads & Paving**

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
<u>Paving</u>				
SYLEWOOD BLVD	7,548.00	LF		
Maintenance Of Traffic	1.00	EA	\$ 15,000.00	\$ 15,000.00
2.5" ASPHALT, TYPE SP-12.5	41,107.00	SY	\$ 26.16	\$ 1,075,359.12
8" FDOT LIMEROCK	41,107.00	SY	\$ 21.15	\$ 869,413.05
12" STABILIZED SUBGRADE	56,316.33	SY	\$ 8.69	\$ 489,388.91
Type "F" CURB	14,943.00	LF	\$ 33.39	\$ 498,946.77
Type "A" CURB	13,750.00	LF	\$ 28.35	\$ 389,812.50
Spine Road Signage & Pavement Marking (Budget Item)	30,195.00	LF	\$ 3.78	\$ 114,137.10
CONCRETE SIDEWALK (10' width)	14,749.16	LF	\$ 72.30	\$ 1,066,364.27
10' WHEEL CHAIR RAMP	20.00	EA	\$ 2,576.17	\$ 51,523.40
			Subtotal:	\$ 4,569,945.12
<u>Earthwork</u>				
Cut, Place & Compact	129,223.40	CY	\$ 3.00	\$ 387,670.20
Clearing and Grubbing	22.87	AC	\$ 6,181.01	\$ 141,359.70
			Subtotal:	\$ 529,029.90
<u>Erosion Control</u>				
Slit Fence, Single row	15,338.00	LF	\$ 1.94	\$ 29,755.72
Inlet protection	54.00		\$ 107.31	\$ 5,794.74
R/W Grading	110,527.00	SY	\$ 0.58	\$ 64,105.66
R/W Sod	46,082.00	SY	\$ 3.39	\$ 156,217.98
			Subtotal:	\$ 255,874.10
<u>Drainage</u>				
60" RCP (CLASS III)	293.00	LF	\$ 560.69	\$ 164,282.17
54" RCP (CLASS III)	269.00	LF	\$ 443.37	\$ 119,266.53
48" RCP (CLASS III)	1,155.00	LF	\$ 348.90	\$ 402,979.50
42" RCP (CLASS III)	162.00	LF	\$ 284.63	\$ 46,110.06
36" RCP (CLASS III)	2,324.00	LF	\$ 215.42	\$ 500,636.08
30" RCP (CLASS III)	2,100.00	LF	\$ 161.56	\$ 339,276.00
24" RCP (CLASS III)	654.00	LF	\$ 111.16	\$ 72,698.64
18" RCP (CLASS III)	2,041.00	LF	\$ 77.31	\$ 157,789.71
36" MES	3.00	EA	\$ 6,000.00	\$ 18,000.00
18" MES	2.00	EA	\$ 1,600.00	\$ 3,200.00
INLET TYPE C	2.00	EA	\$ 9,330.63	\$ 18,661.26
TYPE E MOD	1.00	EA	\$ 11,782.90	\$ 11,782.90
TYPE 2 CI (J)	9.00	EA	\$ 12,341.67	\$ 111,075.03
TYPE 3 CI (J)	10.00	EA	\$ 12,478.40	\$ 124,784.00
TYPE 4 CI (J)	15.00	EA	\$ 11,913.62	\$ 178,704.30
TYPE 5 CI (J)	4.00	EA	\$ 11,523.99	\$ 46,095.96
TYPE 6 CI (P)	13.00	EA	\$ 12,775.73	\$ 166,084.49
STORM SEWER MANHOLE	10.00	EA	\$ 5,321.46	\$ 53,214.60
CLEAN STORM	8,998.00	LF	\$ 2.93	\$ 26,364.14
STORM INSPECTION	8,998.00	LF	\$ 2.19	\$ 19,705.62
WELL POINTS	8,998.00	LF	\$ 16.70	\$ 150,266.60
			Subtotal:	\$ 2,730,977.59
<u>Design/CEI/Misc</u>				
Assumes 30% of the Construction Value (excludes Wetland Mitigation)			Subtotal:	\$ 2,425,748.01
<u>Wetland Mitigation</u>				
Wetland Mitigation Credits	5.25	AC	\$ 160,000.00	\$ 839,548.21
			Subtotal:	\$ 839,548.21
Total				\$ 11,351,122.93

Note:

THIS ESTIMATE IS FOR BUDGETING PURPOSES ONLY. MEASUREMENTS ARE TAKEN FROM CONCEPTUAL EXHIBITS AND REQUIRE FURTHER REFINEMENT. THE PRICES INCLUDED IN IT ARE BASED ON RECENT CONSTRUCTION BIDS, WHICH REFLECT MATERIAL COSTS FOR THE PAST 30 DAYS ON A VERY FLUCTUATING MARKET. THE ACTUAL COST MAY CHANGE AFTER ALL ELEMENTS OF THE PROJECT ARE DESIGNED AND FINALIZED.

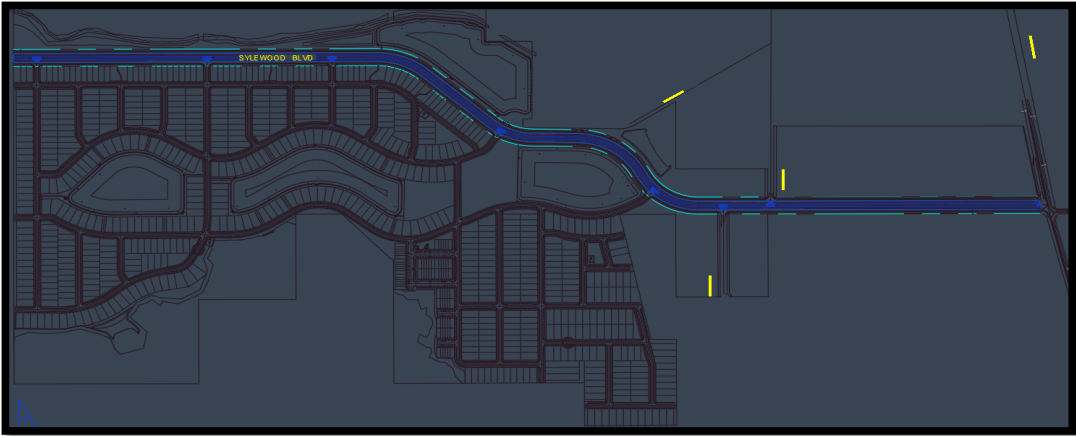
Canoe Creek Reserve "SYLEWOOD BLVD"

Baseline 2-Lane, 62 Foot ROW

Date Prepared: 4/23/2025

Summary Page

Task Description	Task Total
Paving	\$ 2,790,363.25
Earthwork	\$ 262,026.61
Erosion Control	\$ 135,473.47
Drainage	\$ 2,595,578.36
Design/CEI/Misc	\$ 1,735,032.51
Wetland Mitigation	\$ 422,693.92
	\$ 7,941,168.11
	\$ 5,555,030.16 /mi @ 1.43 miles



Prepared by

KPM Franklin
222 Church Street
Kissimmee, FL 34741
(407) 846-1216

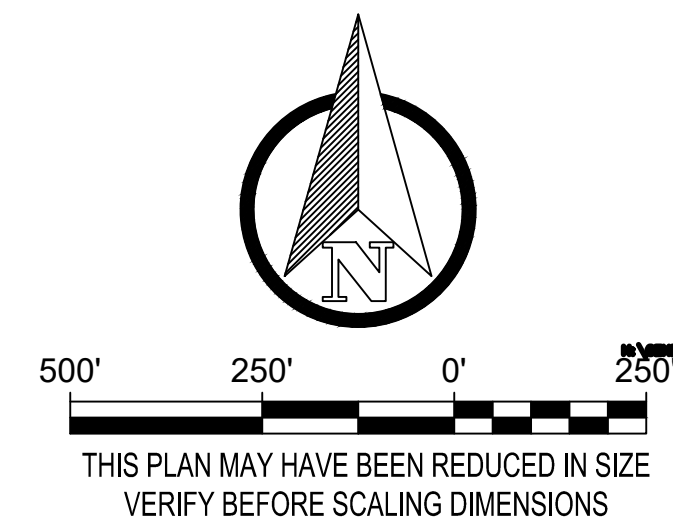
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CANOE CREEK RESEVE - SYLEWOOD BLVD (62 Foot)**Roads & Paving**

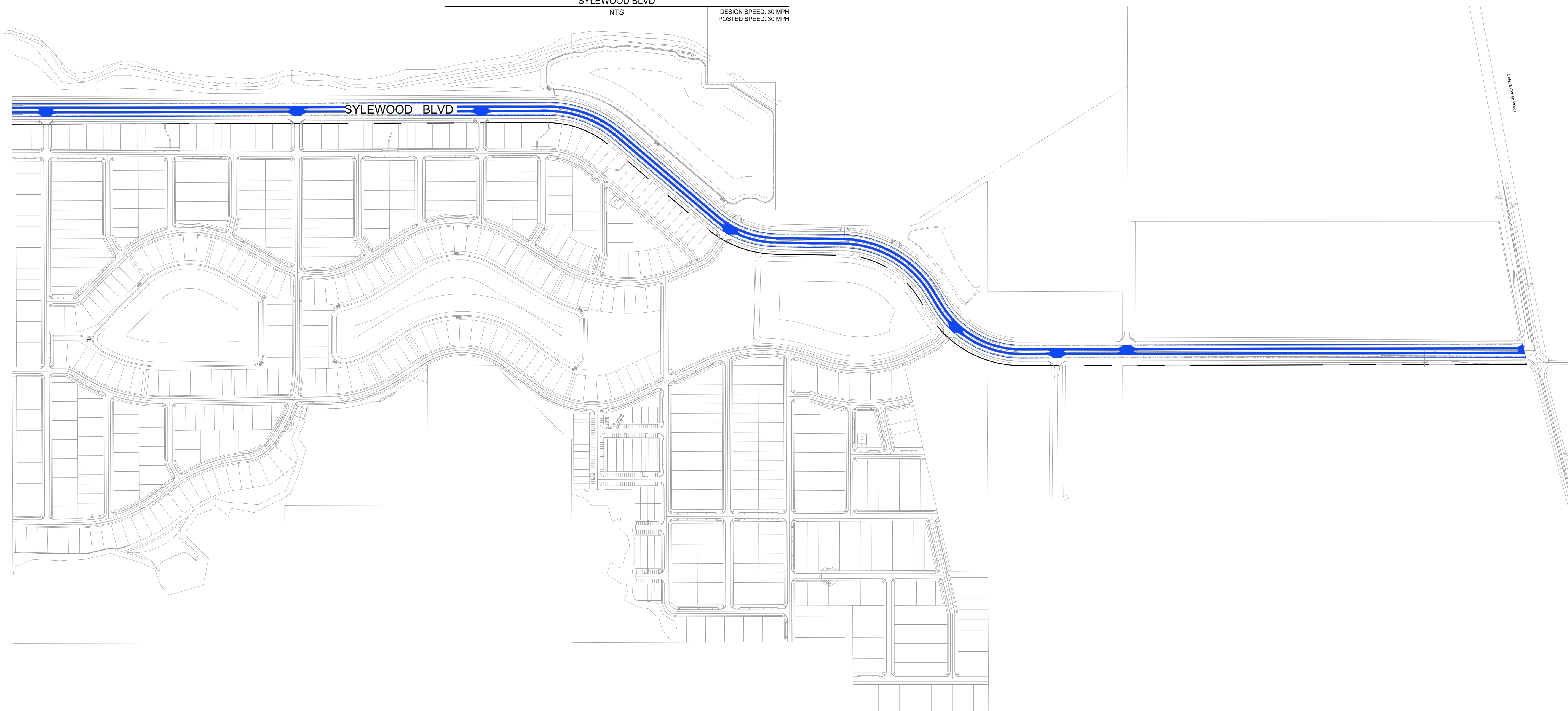
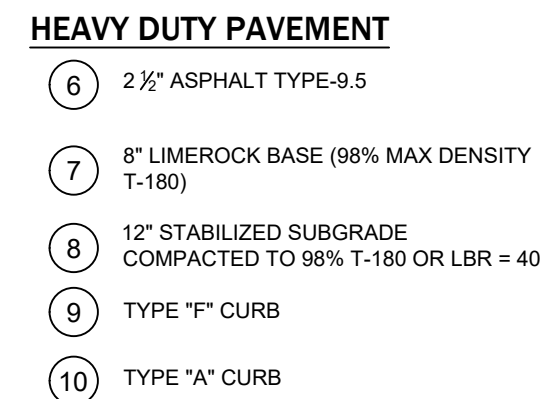
DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
<u>Paving</u>				
<u>SYLEWOOD BLVD - CL Dist</u>	<u>7,548.00</u>	LF		
Maintenance Of Traffic	1.00	EA	\$ 15,000.00	\$ 15,000.00
2.5" ASPHALT, TYPE SP-12.5	19,698.28	SY	\$ 26.16	\$ 515,307.00
8" FDOT LIMEROCK	19,698.28	SY	\$ 21.15	\$ 416,618.62
12" STABILIZED SUBGRADE	27,159.54	SY	\$ 8.69	\$ 236,016.40
Type "F" CURB	14,886.83	LF	\$ 33.39	\$ 497,071.25
Type "A" CURB	14,148.69	LF	\$ 28.35	\$ 401,115.36
Spine Road Signage & Pavement Marking (Budget Item)	18,117.00	LF	\$ 3.78	\$ 68,482.26
CONCRETE SIDEWALK (5' width)	14,749.16	LF	\$ 39.95	\$ 589,228.94
10' WHEEL CHAIR RAMP	20.00	EA	\$ 2,576.17	\$ 51,523.40
			Subtotal:	\$ 2,790,363.25
<u>Earthwork</u>				
Cut, Place & Compact	65,111.17	CY	\$ 3.00	\$ 195,333.51
Clearing and Grubbing	10.79	AC	\$ 6,181.01	\$ 66,693.10
			Subtotal:	\$ 262,026.61
<u>Erosion Control</u>				
Slit Fence, Single row	15,198.00	LF	\$ 1.94	\$ 29,484.12
Inlet protection	54.00	EA	\$ 107.31	\$ 5,794.74
R/W Grading	52,259.73	SY	\$ 0.58	\$ 30,310.64
R/W Sod	20,614.74	SY	\$ 3.39	\$ 69,883.97
			Subtotal:	\$ 135,473.47
<u>Drainage</u>				
60" RCP (CLASS III)	268.00	LF	\$ 560.69	\$ 150,264.92
54" RCP (CLASS III)	269.00	LF	\$ 443.37	\$ 119,266.53
48" RCP (CLASS III)	1,051.00	LF	\$ 348.90	\$ 366,693.90
42" RCP (CLASS III)	162.00	LF	\$ 284.63	\$ 46,110.06
36" RCP (CLASS III)	2,037.00	LF	\$ 215.42	\$ 438,810.54
30" RCP (CLASS III)	1,982.00	LF	\$ 161.56	\$ 320,211.92
24" RCP (CLASS III)	645.00	LF	\$ 111.16	\$ 71,698.20
18" RCP (CLASS III)	1,361.00	LF	\$ 77.31	\$ 105,218.91
36" MES	3.00	EA	\$ 14,258.04	\$ 42,774.12
18" MES	2.00	EA	\$ 7,752.61	\$ 15,505.22
INLET TYPE C	2.00	EA	\$ 9,330.63	\$ 18,661.26
TYPE E MOD	1.00	EA	\$ 11,782.90	\$ 11,782.90
TYPE 2 CI (J)	9.00	EA	\$ 12,341.67	\$ 111,075.03
TYPE 3 CI (J)	10.00	EA	\$ 12,478.40	\$ 124,784.00
TYPE 4 CI (J)	15.00	EA	\$ 11,913.62	\$ 178,704.30
TYPE 5 CI (J)	4.00	EA	\$ 11,523.99	\$ 46,095.96
TYPE 6 CI (P)	13.00	EA	\$ 12,775.73	\$ 166,084.49
STORM SEWER MANHOLE	10.00	EA	\$ 9,218.56	\$ 92,185.60
CLEAN STORM	7,775.00	LF	\$ 2.93	\$ 22,780.75
STORM INSPECTION	7,775.00	LF	\$ 2.19	\$ 17,027.25
WELL POINTS	7,775.00	LF	\$ 16.70	\$ 129,842.50
			Subtotal:	\$ 2,595,578.36
<u>Design/CEI/Misc</u>				
Assumes 30% of the Construction Value (excludes Wetland Mitigation)			Subtotal:	\$ 1,735,032.51
<u>Wetland Mitigation</u>				
Wetland Mitigation Credits	2.64	AC	\$ 160,000.00	\$ 422,693.92
			Subtotal:	\$ 422,693.92
Total				\$ 7,941,168.11

Note:

THIS ESTIMATE IS FOR BUDGETING PURPOSES ONLY. MEASUREMENTS ARE TAKEN FROM CONCEPTUAL EXHIBITS AND REQUIRE FURTHER REFINEMENT. THE PRICES INCLUDED IN IT ARE BASED ON RECENT CONSTRUCTION BIDS, WHICH REFLECT MATERIAL COSTS FOR THE PAST 30 DAYS ON A VERY FLUCTUATING MARKET. THE ACTUAL COST MAY CHANGE AFTER ALL ELEMENTS OF THE PROJECT ARE DESIGNED AND FINALIZED.



222 CHURCH ST
KISSIMMEE, FL 34741
PHONE (407)846-1216
EB No. 32059 LB No. 6605



REV-702	13	DATE	09/05/24	TWA RAI #8 & OC RAI #6	STATUS	8	DATE
REV-703	12	DATE	09/05/24	OC RAI #5 DATED 07/22/24	STATUS	7	DATE
REV-704	11	DATE	09/05/24	TWA RAI #7 DATED 07/22/24	STATUS	6	DATE
REV-705	10	DATE	06/25/24	TWA RAI #6 DATED 06/06/24	STATUS	5	DATE
REV-706	9	DATE	06/25/24	OC RAI #4 DATED 06/06/24	STATUS	4	DATE
REV-707	8	DATE	05/08/24	TWA RAI #5 DATED 05/02/24	STATUS	3	DATE
REV-708	7	DATE	03/28/24	TWA RAI #4 DATED 03/15/24	STATUS	2	DATE
REV-709	6	DATE	02/21/24	TWA RAI #3 DATED 01/26/23	STATUS	1	DATE
REV-710	5	DATE	02/21/24	OC RAI #3 DATED 11/15/23	STATUS:		
REV-711	4	DATE	10/12/23	TWA RAI #2 DATED 01/12/23			

CANOE CREEK RESERVE
MASTER DEVELOPMENT

CAUTION

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IF THIS SCALE BAR
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THE DOCUMENT IS
NOT TO SCALE

JOB NO:	21-0045.005	
DESIGN:	KEVIN P WHITE	
DRAWN:	FT, KW & PH	
APPROVED:	KEVIN P WHITE	
SHEET NO:		REV:

Table 1:

Roadway	Roadway Type	Expected Buildout Year	Ultimate Cost*	Baseline Cost (Developer Obligation)**	Roadway Delta (Jurisdiction Obligation)	Percentage Cost Share (%)	
						Developer	Agency
Sylewood Blvd	Framework Road	2026	\$ 11,351,122.93	\$ 7,941,168.11	\$ 3,409,954.82	69.96%	30.04%

Table 2:

Roadway	Length (mile)	Roadway Type	Existing ROW Width (ft)	Ultimate ROW Width (ft)	Delta ROW Width (ft)	Delta ROW (acres)	Delta ROW Cost (Jurisdiction Obligation)
Sylewood Blvd	1.43	Framework Road	0.00	132.00	70.00	12.10	\$ 1,815,000.00

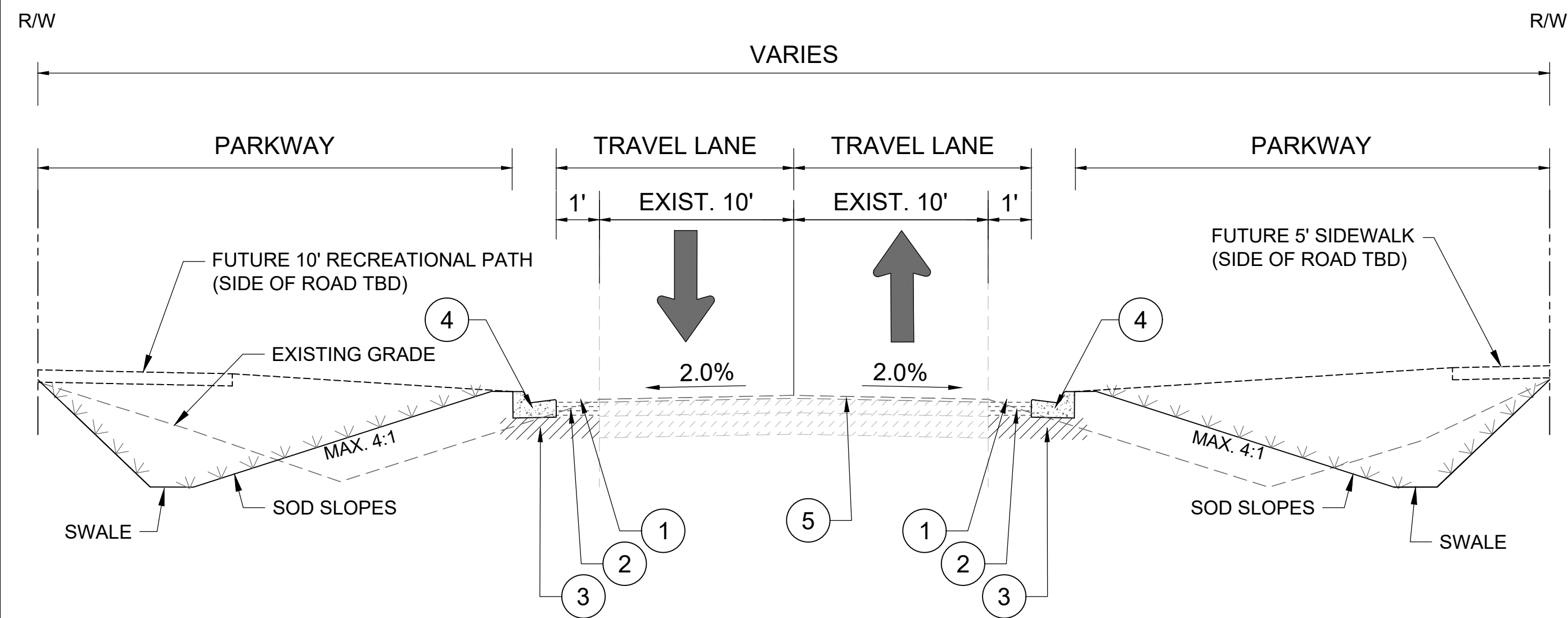
*Premium Transit Corridor 132 Foot ROW

**Baseline 2-Lane, 62 Foot ROW

Exhibit “D”
Fanny Bass Road and Fanny Bass Lane (North)

Fanny Bass Road and Fanny Bass Lane (North)

- 1 • 1" SP-9.5 (SURFACE COURSE)
• 2½" ASPHALT TYPE SP-12.5
- 2 6" LIMEROCK BASE (98% MAX DENSITY T-180)
- 3 9" STABILIZED SUBGRADE COMPACTED TO 98% T-180 OR LBR = 40
- 4 TYPE "F" CURB
- 5 3" OVERLAY
• 1" SP-9.5 (SURFACE COURSE)
• 2.5" SP-12.5 (STRUCTURAL COURSE)

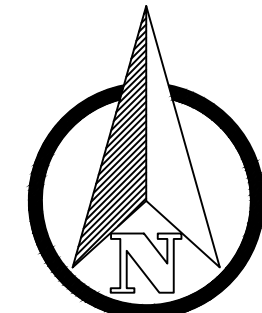
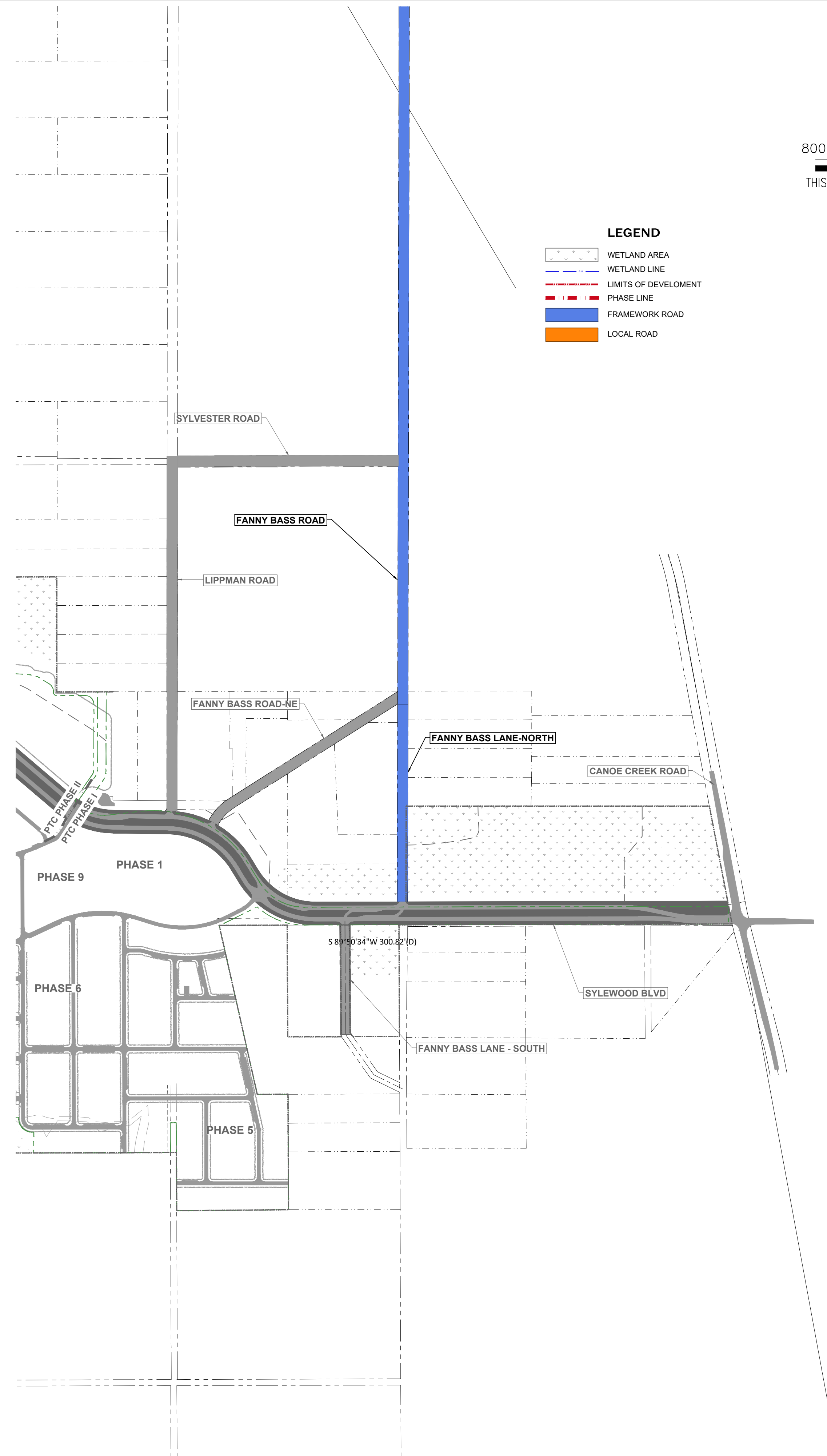


TYPICAL ROAD SECTION

NOTE: TYPICAL SECTION APPLIES TO FANNY
BASS RD AND FANNY BASS LANE-NORTH

NTS

DESIGN SPEED: 30 MPH
POSTED SPEED: 30 MPH



800' 400' 0' 400'

THIS PLAN MAY HAVE BEEN REDUCED IN SIZE
VERIFY BEFORE SCALING DIMENSIONS



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**222 CHURCH ST
KISSIMMEE, FL 34741
PHONE (407)846-1216
EB No. 32059 LB No. 6605**

DATE	ISSUE NO. 7
DATE	ISSUE NO. 6
DATE	ISSUE NO. 5
DATE	ISSUE NO. 4
DATE	ISSUE NO. 3
DATE	ISSUE NO. 2
DATE	ISSUE NO. 1

STATUS:

REC'D NO. 11	DATE
REV'D NO. 10	DATE
REV'D NO. 9	DATE
REC'D NO. 8	DATE
REV'D NO. 7	DATE
REC'D NO. 6	DATE
REV'D NO. 5	DATE
REV'D NO. 4	DATE
REC'D NO. 3	DATE
REV'D NO. 2	DATE

EXHIBIT D	CANOE CREEK RESERVE MASTER DEVELOPMENT
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EXHIBIT D

CANOE CREEK RESERVE MASTER DEVELOPMENT

CAUTION

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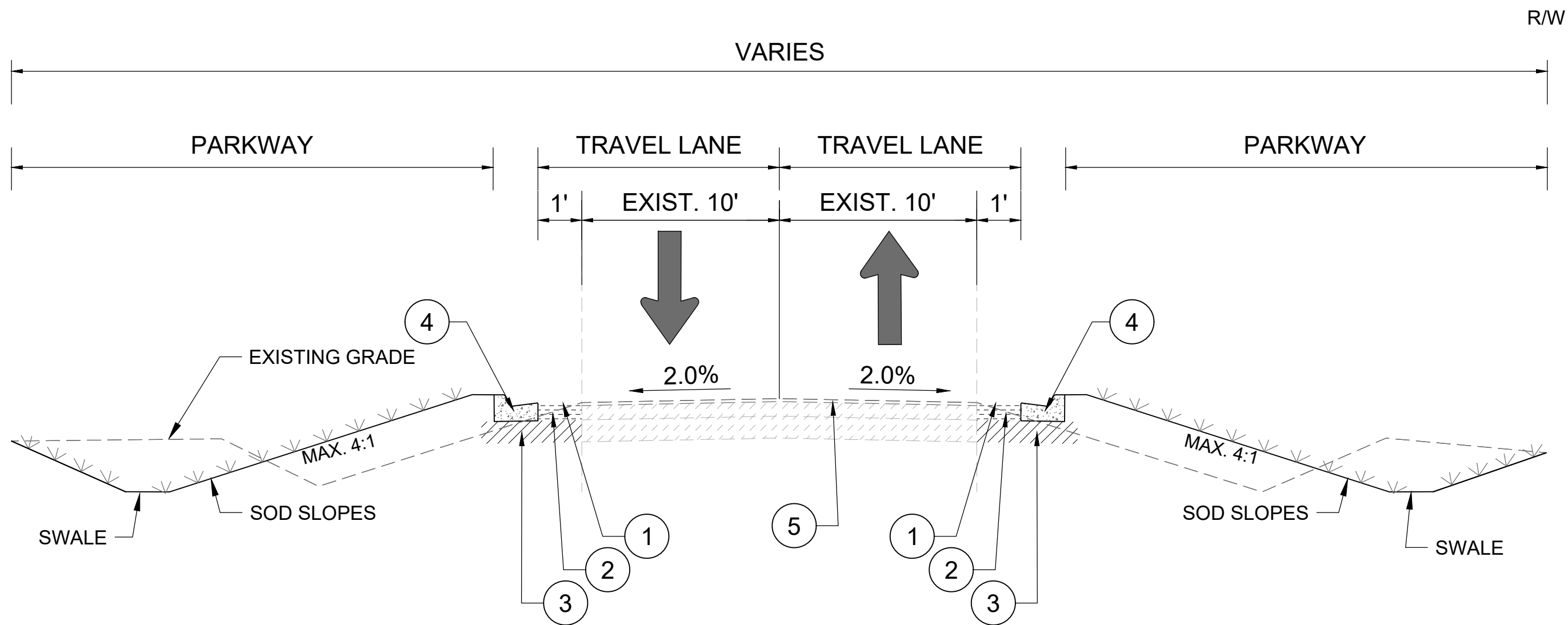
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THE DOCUMENT IS
NOT TO SCALE

NO:	21-0045.005
IGN:	KEVIN P WHITE
WIN:	FT, KW & PH
ROVED:	KEVIN P WHITE
ET NO:	REV:
EXHIBIT "D"	

Exhibit “E”
Sylvester Road, Lippman Road, Fanny Bass Road (NE Alignment), and Fanny Bass Lane
South

EXHIBIT "E"
Sylvester Road, Lippman Road, Fanny Bass Road
(NE Alignment), and Fanny Bass Lane South

- 1
- 1" SP-9.5 (SURFACE COURSE)
 - 2½" ASPHALT TYPE SP-12.5
- 2
- 6" LIMEROCK BASE (98% MAX DENSITY T-180)
- 3
- 9" STABILIZED SUBGRADE COMPACTED TO 98% T-180 OR LBR = 40
- 4
- TYPE "F" CURB
- 5
- 3" OVERLAY
- 1" SP-9.5 (SURFACE COURSE)
 - 2.5" SP-12.5 (STRUCTURAL COURSE)

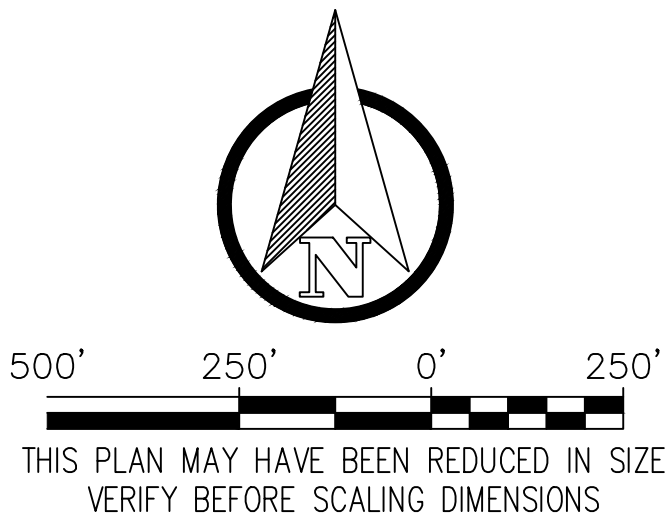
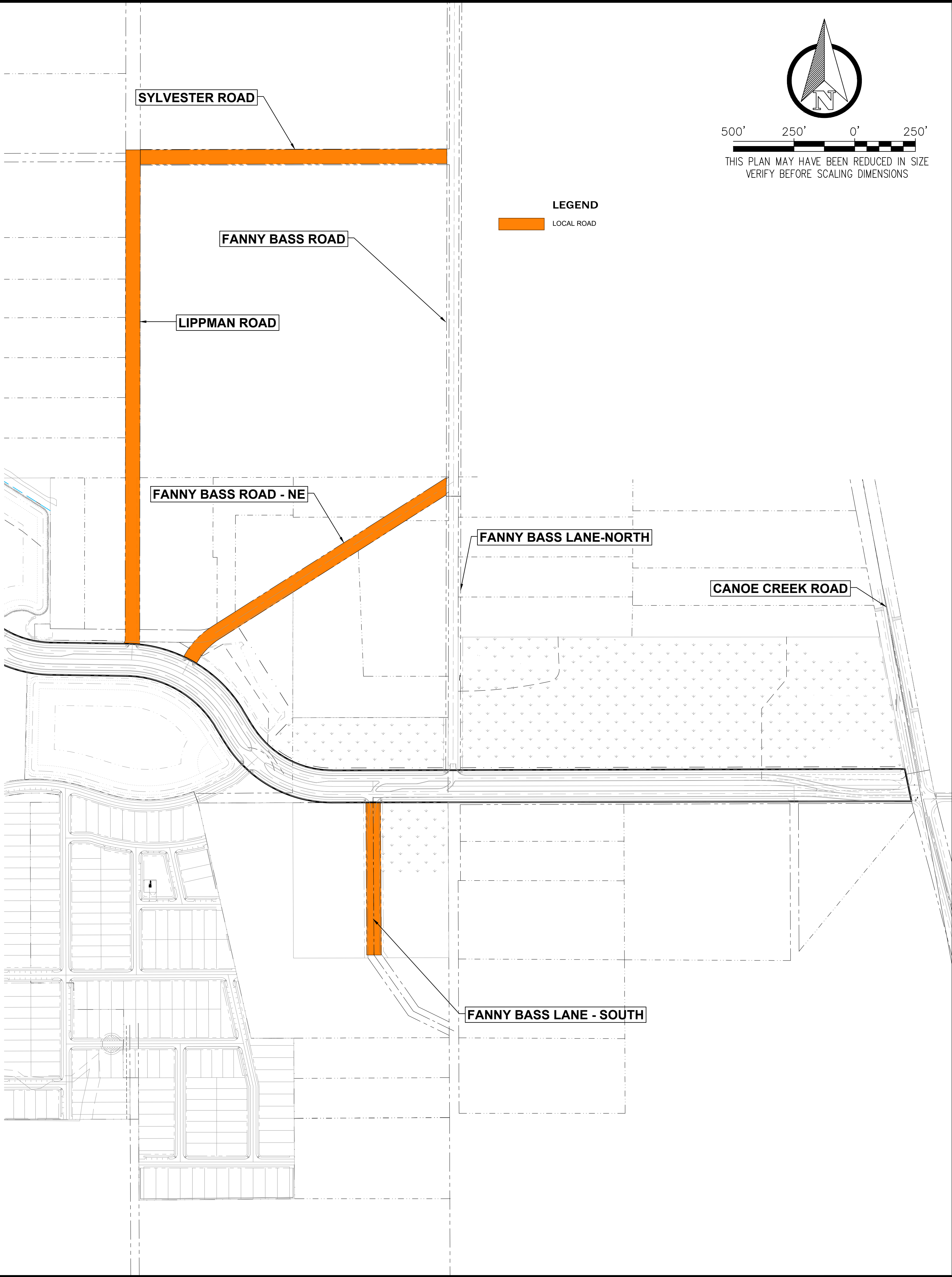


TYPICAL ROAD SECTION

NOTE: TYPICAL SECTION APPLIES TO FANNY BASS LANE-NORTH EAST, FANNY BASS LANE-SOUTH, SYLVESTER ROAD AND LIPPMAN ROAD

NTS

DESIGN SPEED: 30 MPH
POSTED SPEED: 30 MPH



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222 CHURCH ST
KISSIMMEE, FL 34741
PHONE (407)846-1216
EB No. 32059 LB No. 6605

REVISION NO.	DATE	STATUS
8		
7		
6		
5		
4		
3		
2		
1		

REVISION NO.	DATE	STATUS
12		
11		
10		
9		
8		
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6		
5		
4		
3		

EXHIBIT E - OFF-SITE ROADS

CANOE CREEK RESERVE
MASTER DEVELOPMENT

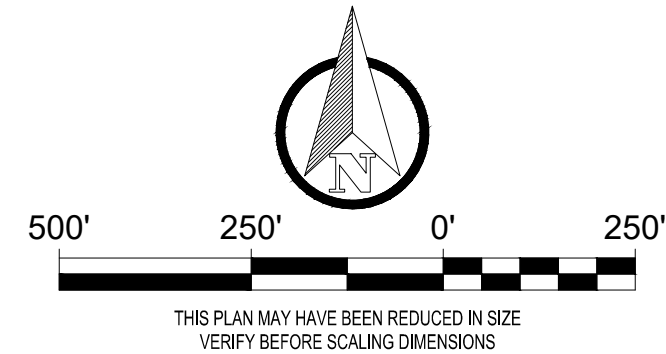
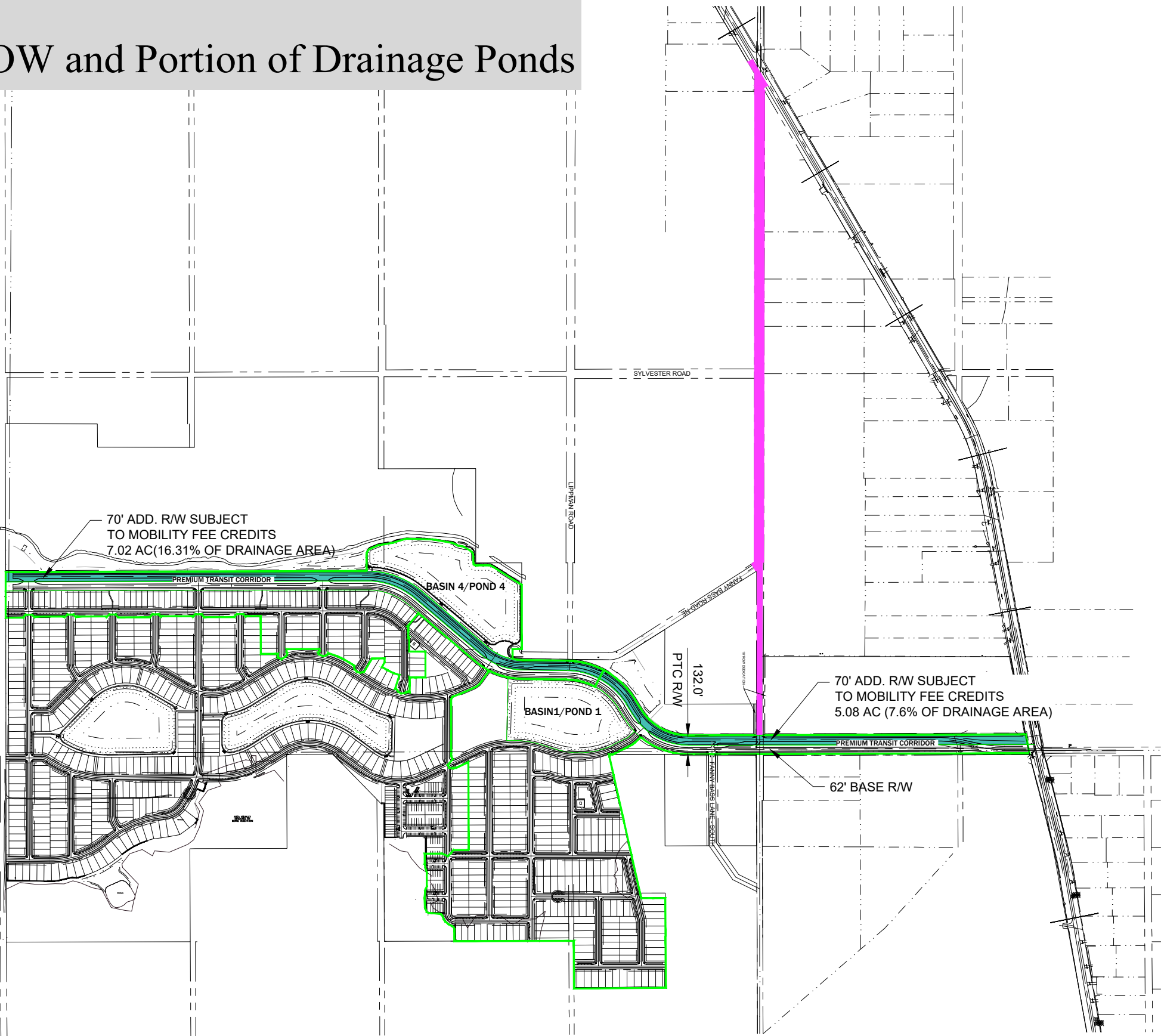
CAUTION
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JOB NO:	21-0045.005
DESIGN:	KEVIN P WHITE
DRAWN:	FT, KW & PH
APPROVED:	KEVIN P WHITE
SHEET NO:	EXHIBIT "E"

Exhibit “F”
Conveyance of ROW and Portion of Drainage Ponds

EXHIBIT "F"

Conveyance of ROW and Portion of Drainage Ponds



AREA CALCULATIONS

BASIN 1		
PTC FRAMEWORK R/W AREA:	9.64 AC	14.45 %
POND AREA:	8.24 AC	12.35 %
DEVELOPMENT AREA:	48.84 AC	73.20 %
TOTAL AREA:	66.71 AC	

BASIN 4		
PTC FRAMEWORK R/W AREA:	13.20 AC	30.65 %
POND AREA:	10.39 AC	24.13 %
DEVELOPMENT AREA:	19.47 AC	45.22 %
TOTAL AREA:	43.07 AC	

BASIN 1 AREA SUBJECT TO MOBILITY FEE CREDITS	
BASIN 1 ADDITIONAL R/W:	5.08 AC
POND 1 PRORATED AREA:	0.63 AC (8.24 AC * 7.6%)
TOTAL:	5.71 AC

BASIN 4 AREA SUBJECT TO MOBILITY FEE CREDITS	
BASIN 4 ADDITIONAL R/W:	7.02 AC
POND 4 PRORATED AREA:	1.69 AC (10.39 AC * 16.31%)
TOTAL:	8.71 AC

BASIN 1 ROW AREA SUBJECT TO MOBILITY FEE CREDITS:	
-	5.08 AC * \$150,000/AC = \$762,000.00

BASIN 4 ROW AREA SUBJECT TO MOBILITY FEE CREDITS:	
-	7.02 AC * \$150,000/AC = \$1,053,000.00

TOTAL POND AREA & LAND VALUE SUBJECT TO MOBILITY FEE CREDITS:	
-	5.07 AC + 7.02 AC = 2.32 AC
-	12.09 AC * \$150,000/AC = \$1,813,500.00

POND 1 AREA SUBJECT TO MOBILITY FEE CREDITS:	
-	0.63 AC * \$150,000/AC = \$94,500.00

POND 4 AREA SUBJECT TO MOBILITY FEE CREDITS:	
-	1.69 AC * \$150,000/AC = \$253,500.00

TOTAL POND AREA & LAND VALUE SUBJECT TO MOBILITY FEE CREDITS:	
-	0.69 AC + 1.69 AC = 2.32 AC
-	2.32 AC * \$150,000/AC = \$348,000.00

TOTAL AREA SUBJECT TO MOBILITY FEE CREDITS:	
-	5.71 AC + 8.71 AC = 14.42 AC

TOTAL LAND VALUE SUBJECT TO MOBILITY FEE CREDITS	
-	14.42 AC * \$150,000/AC = \$2,163,000.00

CONTRIBUTING BASIN AREAS FOR PTC

SCALE: 1" = NTS

CANOE CREEK RESERVE
MASTER DEVELOPMENT

EXHIBIT F

DATE: 02/27/2025

**Exhibit “G”
Scope of Services**

**Osceola County
Construction Engineering & Inspection Services (CEI)
to Support Developer Project
SCOPE OF SERVICES**

The scope of services for this package includes but is not limited to:

- Erosion and sediment control compliance – to be performed weekly.
- Maintenance of traffic inspections – to be performed weekly and prior to implementation of new traffic patterns.
- Earthwork inspection and testing including excavation and embankment, roadway subgrades and roadway base. – 2 to 3 times per week. Check density log records. Perform subgrade and base depth checks, line and grade inspections prior to placement of pavements.
- Concrete structures inspection and testing – including culverts, bridges, and concrete flatwork – daily or as need for concrete element pre-pour inspections and during concrete pour operations.
- Storm drainage inspection and testing – 2 to 3 times per week.
- Lighting installation – 2 to 3 times per week.
- Its installation – 2 to 3 times per week.
- Signal installation incl foundations and commercial inspections – daily during drill shaft installation and 2 to 3 times per week during other signal operations. Quality control audit of commercial facility during production of signal structures.
- Pavement inspection – 2 to 3 times per week during installation of concrete or asphalt pavement.
- (Add items as Needed)

The Services will begin on or about _____ and will extend approximately _____ days after final completion of construction. The accumulated length of services for the Project is estimated to be _____ days. The Consultant shall undertake the services outlined herein in general conformance with Florida Department of Transportation (FDOT) Guidelines. The Consultant shall provide direct communication lines with the Developer’s Project Manager and the Jurisdiction’s Construction Manager, to facilitate and expedite Project activities.

Consultant Services include the following.

1. Coordination with Developer / Jurisdiction / Contractor

1.1 Pre-construction Conference

Consultant shall attend a Pre-construction Conference attended by Contractor, Developer, the Jurisdiction’s Construction Manager, the Engineer of Record, Relevant Utility Owners and others if desired as necessary. The purpose of the meeting will be to discuss procedures, scheduling, project coordination, maintenance of traffic, permitting and environmental issues, materials testing, etc. Responsibilities for each party at this meeting will be identified including insurance, permits, testing, inspection, etc.

1.2 Project Coordination and Administration

Consultant shall provide necessary Project coordination and administrative services to ensure a smooth progression of Project activities. Specific tasks include:

- 1.2.1 Coordination with Developer. Consultant shall coordinate with Developer all activities, correspondence, reports and other communications related to this Scope of Services to carry out

its responsibilities to Developer. All consultant records are subject to monthly Developer review. Consultant shall provide a composite report at the end of the project. The Jurisdiction's

Construction Manager shall be copied on all project correspondence sent to the Developer.

- 1.2.2 Meeting Attendance – The CEI project manager or his designated representative will attend the Pre-construction Conference, an average of one (1) Progress Meeting per week with the contractor, and bi-weekly consultation sessions with the Developer's Representative. The Jurisdiction's Construction Manager shall be invited to all Developer's meetings.
- 1.2.3 Outstanding Issues – Consultant will prepare special reports, as requested by the Developer, to provide analysis, evaluation, and recommendation on any outstanding issues as they relate to successful prosecution of work.
- 1.2.4 Requests for Interpretations – When Consultant desires interpretations of Project Documents, procedures, Contract requests for deviations, or suitability of climatic conditions to allow work to be performed, a Request for Interpretation will be issued in writing to the Developer.
- 1.2.5 Documentation of Deficiencies – Any materials failing to meet required tests or tolerances are to be so noted and highlighted in the documentation to be furnished by Consultant to the Developer. Retests and corrective actions taken for materials that initially failed will be so noted on the original from upon which it was reported. At the direction of the Developer, Consultant will photograph deficient or defective work of a significant nature, or completed work that will be buried or covered by subsequent work.
- 1.2.6 Prepare and Disseminate Reports – Consultant will prepare a Daily Report and Monthly Report and attach thereto all materials test results and other material documentation as may occur during the reporting periods. The Monthly Report will summarize the Daily Reports, offer clarifications thereof, and be written and endorsed by the Professional Engineer Registered in the State of Florida who is in responsible charge of the work performed. All reports and documentation will be of a form, file system, and distribution as approved by the Developer by the end of business the following day. All monthly reports will be delivered to the Developer within seven (7) days of the end of the month.
- 1.2.7 Overall Coordination – Consultant will coordinate with Developer at a level required to maintain complete and accurate records, facilitate scheduling of tests and inspections, and document significant changes to the Project due to materials-related issues.
- 1.2.8 Responsiveness – Consultant will offer timely response on all requests, especially the performance of testing and immediate notice of failed test results. Minimal notice may be given to schedule field testing; however, the Developer shall endeavor to obtain a 24-hour notice from Contractor. The Construction Engineering Inspection and Laboratory Consultant will be flexible and coordinate its efforts as necessary and as directed by the Developer to meet the demands of the Project as responsively as possible.
- 1.2.9 Construction Materials Investigations, Special Studies, & Projects – Consultant shall provide qualified personnel to perform Construction Materials Investigations, Special Studies and Projects in coordination with Developer which shall not cause any undue delays.
- 1.2.10 Project Documentation – Consultant will document their testing and inspection for the Project to be delivered upon acceptance of the project. This will include final review of the project final testing package.

2 Construction Materials Testing and Inspection

2.1 Project Personnel

Consultant shall provide sufficient certified personnel, equipment and supplies to perform the Services described herein. These Services may be provided directly by the Consultant, by an approved Sub-consultant, or by a combination of the two. In any case, all laboratory testing must be performed by a licensed materials testing laboratory. The Consultant shall be responsible for obtaining any and all proper licenses for equipment and personnel operating equipment when licenses are required.

2.2 Personnel Certifications

Consultant shall have personnel assigned to the Project who possess current CTQP certifications in FDOT construction procedures and other requirements as they apply to all construction elements of the Project for which the Consultant is providing services.

2.3 Equipment

Consultant shall maintain sufficient equipment, laboratory, and field apparatus, and supplies to perform all required inspections and materials sampling and testing. Consultant shall perform laboratory tests according to applicable specifications.

2.4 Project Documents

Consultant shall perform all Services in accordance with the provisions, parameters, and requirements as listed in the following documents, hereinafter referred to as the Project Documents:

2.4.1 Contract Documents for the Project, any and all Agreements, Contract Plans, FDOT Standard Plans, FDOT Standard Specifications, Special Provisions, FDOT Roadway and Traffic Design Standards, current edition; and Contractor submittals, including shop drawings, working drawings, catalogue cuts, and certifications.

2.4.2 FDOT Manual of Florida Sampling and Testing Methods, Materials Office, current edition and FDOT Field Sampling and Testing Manual, Materials Office, current edition.

2.4.3 American Association of State Highway and Transportation Officials (AASHTO) "Standard Specifications for Transportation Materials and Methods of Sampling and Testing", current edition.

2.4.4 FDOT Structures Design guidelines, current edition.

2.4.5 Consultant shall be cognizant of and at all times in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) for work in and around traffic. All cost of compliance will be considered incidental to other items of labor furnished.

2.5 Sample Testing and Reporting Guide

Consultant shall develop guide to detail the frequency of sampling and testing which shall be formatted similar to the FDOT Materials Sampling, Testing, and Reporting Guide (STRG), current edition to provide certification of materials for compliance with the Project Documents. When materials are borderline, or there is reason to suspect noncompliance with contract requirements, sampling and testing frequencies should be increased.

2.5.1 Testing of On-Site Construction Materials

Materials Testing Consultant and Laboratory shall coordinate testing required by direction of the Developer. Consultant shall perform services necessary to test materials at the job site to evaluate conformity with the Project Documents.

2.5.2 Earthwork - The Consultant shall sample and test embankments, sub-grades, bedding, excavation and backfill associated with all storm water systems, all wet wipe utilities, and with the construction of the roadways at the established frequencies. The Consultant shall review records of density tests necessary throughout the course of the work.

2.5.3 Roadbed Materials – The Consultant shall conduct visual inspection and of all sub-grade or stabilized sub-base, and base materials. The Consultant will perform depth check measurements, line and grade checks prior to placement of pavement.

2.5.4 Bituminous Materials – The Consultant will review pre-pave materials submittal for conformance with the contract, attend all pre-pave meetings, and review project records for all pavement materials.

2.5.5 Concrete Inspection Services - The Consultant shall conduct sampling and perform testing of concrete placed at the job site, in accordance with the FDOT Material Sampling, Testing and Reporting Guide. The Materials Testing Consultant shall provide compressive strength testing of concrete cylinders molded as well as any other laboratory test required in accordance with FDOT Materials Sampling, Testing and Reporting Guide. Consultant shall provide all manpower, equipment, and materials to perform the inspection and testing of concrete according to applicable specifications.

The Consultant shall perform concrete plastic properties tests and compressive cylinders for all structural concrete elements at a rate of one per 50yd³ or each day's production.

- The Consultant shall provide a CTQP/ACI Concrete Field Inspector responsible for quality control during all concrete placements.
- The concrete inspector shall review the concrete delivery ticket and determine that all of the information provided is correct prior to the discharge of concrete. The bridge inspector shall periodically review the tickets to ensure that the QC process is being performed effectively. Concrete that fails to meet the specifications upon delivery to the project shall be rejected.

Post Placement of Concrete

- The concrete inspector shall verify that the curing methods of the concrete are in the correct manner and for the duration called for in the plans and specifications.
 - After forms are removed, the concrete inspector shall inspect the product(s) for deficiencies including cracking, settlement, bug holes, spalls, et cetera. Thorough documentation of inspections of the product(s) will be performed periodically throughout the project including date, time, weather and the printed and signed name of the inspector in permanent field book.
 - The Consultant shall monitor the anticipated date of the strength specimen breaks from the concrete inspector's laboratory on an appropriate concrete tracking log. Results from the laboratory shall be delivered within 24 hours upon completion of the testing (weekends excluded).

3 Quality Control Plan:

Within fifteen (15) days after issuance of the Notice to Proceed, the Consultant shall furnish a Quality Control (QC) Plan to the Developer. The Quality Control Plan shall detail the procedures, evaluation

criteria, and instruction to the organization to ensure conformance with the Agreement. Significant changes to the work requirements may require the Consultant to revise the Quality Control Plan. It shall be the responsibility of the Consultant to keep the Quality Control Plan current with the work requirements. The Consultant's Quality Control Plan shall demonstrate how all inspections, sampling, testing, and reporting efforts are to be checked and back checked on a continual basis throughout the construction project.

The Plan shall include, but not be limited to, the following areas:

3.1 Organization

- A description is required of the Consultant's Quality Control Organization and its functional relationship in performing the work under the Agreement. The authority, autonomy, and responsibilities shall be detailed, as well as the names and qualifications of personnel in the Quality Control Organization.

3.2 Quality Control Reviews

- The Consultant shall detail methods used to monitor and assure compliance of the organization with the contract requirements for services and products.

3.3 Proposed Quality Assurance Records

- The types of records, which will be generated and maintained by the Consultant during the execution of the Quality Control Program, shall be outlined.

3.4 Control of Sub-consultants

- The methods used by the Consultant to control the quality of services of the lower tiered Sub-consultants shall be detailed and complete. Sub-consultants are not required to be FDOT certified.

3.5 Quality Assurance Certification

- The responsible Engineer of the Consultants firm will be required to certify that all tests performed and reported have been prepared and checked in accordance with any applicable test methods, good engineering practices, and represent quality product.

3.6 Quality Assurance Records

- The Consultant shall maintain adequate records of the quality assurance actions performed by the organization (including lower tiered Sub-consultants), in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to the Developer upon request during the term of the Agreement but at least monthly. All records shall be kept at the primary project office site. **The Consultant shall prepare and submit all documentation, including but not limited to, Reports, Inspection reports, Offsite Inspection reports, etc. and submit to the Developer.** All records are subject to audit review

Exhibit “H”
Form ROW Maintenance Agreement

This Instrument Prepared by
And Should Be Returned to:

RIGHT-OF-WAY MAINTENANCE AGREEMENT

THIS RIGHT-OF-WAY MAINTENANCE AGREEMENT (this “**Agreement**”) is made as of the Effective Date (defined below) by and between [**OSCEOLA COUNTY or CITY OF ST. CLOUD**], its successors and assigns (“**Jurisdiction**”), having an address of _____, and [**CDD or HOA**], with an address of _____ (“**Developer**”).

WHEREAS, Developer is making improvements and developing a commercial mixed use project to be known as Canoe Creek Reserve on property adjacent to _____ (the “**Project**”); and

WHEREAS, as part of the Project, Developer desires to install [landscape and hardscape improvements, street lights, and irrigation] (the “**Encroachments**”) within the adjacent _____ public right-of-way per applicable plans approved by the Jurisdiction (the “**Approved Plans**”); and

WHEREAS, the Jurisdiction, is the governing body of the _____ and has plenary authority of the roads, alleys and rights-of-way within the _____ street system; and

WHEREAS, the Jurisdiction finds that the aesthetics and specialty features requested for these improvements by Developer will enhance the streetscape to the benefit of the public; and

WHEREAS, the Jurisdiction and Developer mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party with respect to the Encroachments.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) paid in hand, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Encroachment and License. The Jurisdiction hereby acknowledges and consents to the Encroachments within the public right-of-way. In order to perform its obligations under this Agreement, Jurisdiction grants Developer, its employees, contractors and agents, a non-exclusive license to access and use the Maintenance Area (as defined below) for the purposes described in this Agreement.

3. Area to Be Maintained. The area to be maintained by Developer is that area of the _____ right-of-way adjacent to the Project, as shown on **Exhibit A**, attached hereto and incorporated herein (the “**Maintenance Area**”).

4. Developer’s Maintenance Responsibilities. Developer agrees to maintain the Maintenance Area according to the standards set forth below:

4.1 Landscape Improvements. Developer agrees to maintain the landscape improvements, including the landscaping, trees, and irrigation system within the Maintenance Area (“**Landscape Improvements**”), regardless if the said improvement was made by the Jurisdiction or Developer, by periodic mowing, fertilizing, weeding, curb and sidewalk edging, mulching, pruning, litter pickup, necessary replanting, and irrigation system repair. Developer shall maintain the Landscape Improvements as necessary to prevent a safety hazard. Developer shall ensure that landscape pruning is carried out to maintain clear visibility for motorists and bicyclists, vertical clearance for pedestrian, bicyclist, and truck traffic where applicable, and to prevent potential roadway hazards, with the health of plant materials in mind. Developer shall maintain the Landscape Improvements as necessary or reasonably appropriate to keep the Landscape Improvements in substantially the same or better conditions as originally installed. Developer shall provide maintenance, and repair or replace any portion of the curb and sidewalk in the Maintenance Area which is lifted, cracked or damaged due to roots extending from the Landscape Improvements as necessary to prevent a safety hazard and to maintain the aesthetics.

4.2 Intentionally Deleted.

4.3 Specialty Lighting. The Approved Plans provide for specialty street lighting and landscape up lighting along the Maintenance Area (the “**Specialty Lighting**”). The Specialty Lighting shall be maintained by Developer in a safe and operating condition. If the Specialty Lighting fixtures and their system become damaged and require replacement, they shall be replaced with substantially the same type and specification identified in the Approved Plans. Developer shall not be responsible for the maintenance of any lighting located in the Maintenance Area other than the Specialty Lighting.

4.4 Litter. Developer shall also keep the Maintenance Area free from litter.

5. Failure to Maintain. If at any time it is determined by the Jurisdiction that Developer is not reasonably maintaining the Maintenance Area pursuant to the terms of this Agreement, the Jurisdiction shall notify Developer in writing of each deficient maintenance item. If Developer does not correct and improve such deficient maintenance within thirty (30) days of receipt of the Jurisdiction’s written notice, the Jurisdiction may declare Developer to be in breach of this Agreement; provided, however, that if Developer is using commercially reasonable efforts to cure such deficient maintenance, then Developer shall not be in breach unless it fails to cure such deficient maintenance within a total of sixty (60) days after receipt of written notice from the Jurisdiction. If such breach is not cured within the timeframe set forth above, or if the deficiency is resulting in a safety hazard to the public, then the Jurisdiction may cause such deficiencies to be corrected and the Jurisdiction may, as its sole and exclusive remedy, bill Developer for the reasonable costs which shall not exceed the actual costs of such correction and improvement, plus a 10% administrative fee. Developer shall then remit to the Jurisdiction the amount so billed within thirty (30) days of Developer’s receipt thereof.

6. Future Roadway Changes. The Developer acknowledges and agrees that the Jurisdiction reserves its plenary authority over the roads and rights-of-way within the Jurisdiction's street system and the right to execute its ability to make changes to the configuration and traffic pattern of the rights of way within the Maintenance Area.

7. Developer's Additional Responsibilities.

7.1 Claims. In the event of any third-party claims for damages related to the Maintenance Area, Developer shall provide written notice of such claim with all related facts and documents to the Jurisdiction.

7.2 Permits. Developer shall secure any applicable permits necessary for the fulfillment of its obligations under the terms and conditions of this Agreement.

7.3 Compliance with Law. Developer shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, state and federal agencies that are applicable to their obligations under the terms of this Agreement; and

7.4 Limited Obligations. Nothing in this Agreement is intended to impose on Developer any obligation other than the maintenance of the Encroachments within the Maintenance Area, as provided in this Agreement.

8. Jurisdiction's Responsibilities. The following responsibilities and obligations shall remain with the Jurisdiction:

8.1 Improvements. Except to the extent of Developer's responsibilities as set forth in Sections 4 and 7 of this Agreement, the Jurisdiction shall be responsible for the maintenance of the ground below the Maintenance Area; the streetlights (including any lighting other than the Specialty Lighting), sidewalks, and curbs within the Maintenance Area; and any other public utilities or improvements within the Maintenance Area.

8.2 Damage. Notwithstanding any provision to the contrary in this Agreement, the Jurisdiction shall be responsible, and shall promptly reimburse Developer for, any maintenance, repair, or replacement costs incurred by Developer with respect to the Maintenance Area (including the Landscape Improvements and Specialty Street Lighting), to the extent such costs are incurred as the result of the negligent or intentional acts or omissions of Jurisdiction or any of its agents, employees, contractors, subcontractors, successors, or assigns.

9. Term.

9.1 Term. The term of this Agreement shall commence on the Effective Date and shall remain in effect so long as the Encroachments remain in place in the Maintenance Area. Notwithstanding the foregoing, this Agreement shall terminate in the event the Project is demolished, whereupon the parties shall be relieved from all further liabilities and obligations hereunder.

9.2 Notwithstanding anything to the contrary in Section 9.1, the Jurisdiction may unilaterally elect to terminate Developer's obligations under this Agreement by giving thirty (30) days' prior written notice to Developer. Upon such termination the Jurisdiction shall assume Developer's maintenance responsibilities under this Agreement and Developer shall be released from their obligations under this Agreement, excluding those obligations which expressly survive termination.

10. Insurance.

10.1 The Developer, shall not commence any work in connection with an agreement until it has obtained all of the following types of insurance and has provided proof of same to the COUNTY, in the form of a certificate prior to the start of any work, nor shall The Developer, allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

10.2 The Developer and/or subcontractor shall maintain the following types of insurance, with the respective minimum limits:

1. AUTOMOBILE PUBLIC LIABILITY
 - a. \$1,000,000 Combined Single Limit
2. GENERAL LIABILITY - One Million Dollars (\$1,000,000) any single occurrence;
 - a. Damage to Rented Premises – Fifty Thousand Dollars (\$50,000) any single occurrence;
 - b. Medical Expense – Five Thousand Dollars (\$5,000) Any one person;
 - c. Personal & Advertising Injury – One Million Dollars (\$1,000,000)
3. GENERAL AGGREGATE – One Million Dollars (\$1,000,000);
4. EXCESS/UMBRELLA COVERAGE – One Million Dollars (\$1,000,000);
5. PRODUCTS - COMPLETED OPERATIONS LIABILITY AGGREGATE – One Million Dollars (\$1,000,000); and,
6. WORKER'S COMPENSATION – covering the statutory obligation for all persons engaged in the performance of the work required hereunder and Employers' Liability insurance with limits not less than \$1,000,000 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. In case any class of employees engaged in hazardous work under an agreement at the site of the project is not protected under the Worker's Compensation statute, the successful Bidder/Contractor shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the COUNTY, for the protection of its employees not otherwise protected.

10.3 Certificates of Insurance: The Developer shall provide the COUNTY's Procurement Services Department with a Certificate of Insurance evidencing such coverage for the duration of the awarded agreement. Said certificate shall be dated and show:

1. The name of the insured Bidder/Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy
5. The effective date
6. The termination date
7. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy

10.4 County as Additional Insured: The Developer shall name Osceola County and Osceola County Board of County Commissioners as an additional insured and certificate holder, to the extent of the service to be provided under the agreement, on all required insurance policies, and provide the COUNTY with proof of same.

10.5 Waiver: Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of The Developer's obligations to fulfill the insurance requirements specified herein.

10.6 Loss Deductible Clause: The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of The Developer and/or subcontractor providing such insurance.

10.7 Additional Requirements: All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Osceola County. The liability policies shall be Primary/Non-Contributory.

11. Indemnification. Developer shall indemnify, defend, and hold harmless the Jurisdiction and its commissioners, officers, employees and agents from all liabilities, damages, losses and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of Developer, its contractors, employees and agents, and any other persons directly or indirectly employed or utilized by Developer in the performance of its maintenance obligations under this Agreement, and for all claims made by, and monies due to contractors, subcontractors, materialmen or suppliers performing work for Developer in the Maintenance Area, using counsel of Developer's choosing. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement. This Section shall not be construed to require Developer to indemnify the Jurisdiction for the negligence, or intentional acts of the Jurisdiction, its employees, contractors or agents. This clause shall survive the expiration or termination of this Agreement.

12. No Interest or Estate. Except for the right of access to conduct its responsibilities under this Agreement and/or the maintenance of the Maintenance Area, this Agreement does not create in Developer any claim of any interest or estate of any kind or extent whatsoever in the Maintenance Area by virtue of this Agreement.

13. No Third Party Beneficiaries. No person or entity other than the parties to this Agreement shall be deemed a beneficiary of this Agreement.

14. Notices. Any notices given under this Agreement must be in writing and sent by certified United States mail, with return receipt requested, or overnight express addressed to the party from whom it is intended, at the place as specified, and the place for giving of notice in compliance with provision of this Section. For the present, the parties designate the following as the respected places for giving of notice; to-wit:

To the Jurisdiction: _____

With Copy to: _____

To the Developer: _____

With Copy to: _____

15. Public Records. IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

County:
Custodian of Public Records
c/o Public Records Coordinator
1 Courthouse Square, Suite 4700
Kissimmee, FL 34741
407-742-2395

City:
City of St. Cloud
1300 9th Street Building A
St. Cloud, FL 34769
407-957-7300
Email: Ivy.lauro@stcloudfl.gov

The Developer understands that documents, records, and related materials submitted to the County shall be open to the public for inspection in accordance with Florida law. If the Developer will act on behalf of the Jurisdictions, as provided under section 119.011(2), Florida Statutes, the Developer, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the Jurisdictions to perform the service.
2. Upon request from a Jurisdiction's custodian of public records, provide the Jurisdiction with a copy of the requested records or allow the records to be inspected

or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Developer does not transfer the records to the Jurisdiction.
4. Upon completion of the Agreement, transfer, at no cost, to the Jurisdiction all public records in possession of the Developer or keep and maintain public records required by the Jurisdiction to perform the service. If the Developer transfers all public records to the Jurisdiction upon completion of the Agreement, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of the Agreement, the Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Jurisdiction, upon request from the Jurisdiction's custodian of public records, in a format that is compatible with the information technology systems of the Jurisdiction.
5. If the Developer does not comply with a public records request, the Jurisdiction shall enforce the contract provisions in accordance with the Agreement.

16. Non-discrimination. Developer shall not discriminate against any person in performing its obligations under this Agreement because of race, color, religion, sex, gender identity or expressions, genetic information, national origin, age, disability, familial status, marital status or sexual orientation, or any other factor which cannot be lawfully used as a basis for treatment.

17. Non-Binding Mediation. Prior to the commencement of any court action arising out of this Agreement, the parties agree to attempt to resolve the dispute through non-binding mediation with a mediator mutually acceptable to both parties. The costs of such mediation shall be shared equally by the parties.

18. Remedies. If (a) Developer defaults in any of its obligations under this Agreement, (b) Developer fails to cure such default after written notice and a reasonable opportunity to cure, and (c) thereafter, the parties are not able to resolve any corresponding dispute through non-binding mediation, as provided in Section 17, then the Jurisdiction shall be entitled to seek to enjoin the default and shall have the right to invoke any rights and remedies allowed at law or in equity or by statute or otherwise with respect to such default. Each right and remedy of any party shall be distinct, separate and cumulative and shall be in addition to every right other right or remedy now or hereafter existing at law or in equity or by statute or otherwise and any two or more or all of such rights and remedies may be exercised at the same time.

19. Governing Law; Jurisdiction; Venue; Litigation. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The parties hereby irrevocably submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Osceola County, Florida, or the Federal Middle District of Florida. Developer agrees to waive all defenses to any suit filed in Florida based upon improper

venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

20. Severability. Should any provision of this Agreement be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Agreement as a whole or any part thereof, other than the provision declared to be invalid, and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

21. Waiver. No delay or failure on the part of the Jurisdiction to exercise any right or remedy occurring to the Jurisdiction upon the occurrence of an event or violation of this Agreement shall affect any such right or remedy, held to be in abandonment thereof or preclude the Jurisdiction from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation by the Jurisdiction shall be deemed to be a waiver of any subsequent event of violation. Furthermore, no waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates.

22. Amendment. This Agreement may only be amended by a written amendment duly executed by Developer and the Jurisdiction, or their respective successors and assigns, and recorded in the Public Records of Osceola County, Florida.

23. Covenant Running with the Land; Recording.

23.1 Covenant Running with the Land; Recording. Developer's responsibilities under this Agreement shall be a covenant binding upon and inure to the benefit of Developer's successors in title to the parcels of land adjacent to the Maintenance Area, known as _____ (the "**Adjacent Land**"). Upon Developer's transfer of fee title to the adjacent land, such successor-in-title shall be deemed to have automatically assumed Developer's obligations under this Agreement and Developer shall be released from all further obligation and liability under this Agreement.

23.2 Developer shall be responsible for recording this Agreement (including all costs associated therewith) on the Property within the Public Records of Osceola County, Florida, within thirty (30) days of its execution.

24. Estoppel Certificate. Each Party shall from time to time, upon reasonable request from another Party, execute, acknowledge, and deliver to the requesting Party, a certificate (which may be relied on for estoppel purposes only and shall not create any liability for damages) stating: (i) that the terms and provisions of this Agreement are unmodified and in full force and effect, or if modified, identifying the modification agreements; (ii) whether the certifying Party has knowledge of any existing default hereunder by another Party, and if so, specifying the nature and extent of the default; and (iii) such other matters as may be reasonably requested.

25. Entire Agreement. This Agreement and Exhibits which are incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter.

26. Effective Date. This Agreement shall only become effective upon execution by both parties. The “**Effective Date**” shall mean the date on which the last one of the City/County and Developer has signed this Agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Right-of-Way Maintenance Agreement on the respective dates under each signature.

WITNESSES:

DEVELOPER:

Signed in our presence as Witnesses:

Signature of Witness

_____,
a _____

Printed Name of Witness

By: _____

Print Address of Witness

Signature of Witness

Printed Name of Witness

Print Address of Witness

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, _____, by _____, the _____ of _____, a _____, on behalf of the company. He/She is personally known to me or has produced _____ as identification.

[Affix Notary Stamp or Seal]

Sign: _____

Print name: _____

NOTARY PUBLIC — State of Florida

My Commission expires: _____

Commission No.: _____

[INSERT JURISDICTION SIGNATURE PAGE]

EXHIBIT A
MAINTENANCE AREA

EXHIBIT B
LEGAL DESCRIPTION OF THE PROJECT

Exhibit "I" **Canoe Creek Reserve Estimated Mobility Fees Generated**

Canoe Creek Reserve Estimated Mobility Fees Generated				
Category	Development Program	Mobility Fee Unit	**Mobility Fee (unit rate)	Total
Single Family (Detached)	686	1	\$ 7,499.00	\$ 5,144,314.00
Single Family (Attached)	78	1	\$ 5,815.00	\$ 453,570.00
Commercial* (1000 Square Feet)	25.00	1	\$ 5,322.00	\$ 133,050.00
* Assumes 25K commercial for purposes of this calculation			Total	\$ 5,730,934.00
** Mobility Fee per MXD FLU				
*** Mobility fee charged at building permit issuance; fees subject to change based on current rate at the time of permit issuance				
	Dollar Amount	Percentage of Total Mobility Fees Generated		
Mobility Fees Generated	\$ 5,730,934.00			
Mobility Fee Credit/Reimbursement for Framework Road Construction	\$ 5,593,954.82	97.6%		
Remaining Fees to Jurisdiction (Not Applicable)	\$ -	XX%		
Mobility Fees to City (Not Applicable)	\$ -	XX%		
Remaining Mobility Fees to County	\$ 136,979.18	2.4%		
			132' RW Construction Est	\$ 11,351,122.93
			62' RW Construction Est	\$ 7,941,168.11
			Construction Est Delta	\$ 3,409,954.82
			70' ROW Delta Reimbursement	\$ 1,815,000.00
			Pond Area Reimbursement	\$ 348,000.00
			ROW	\$ 21,000.00
			Σ:	\$ 5,593,954.82

Exhibit “J”
Reimbursement Form

ROADWAY SECTION:[illegible]

LAND VALUE CALCULATION						
	Area (acres)			Per County Property Appraiser's Just Value		
Platted Lot	Gross	Conservation	Useable Upland	Value	% Adjustment of Values	\$/Usable Upland Area

Owner:	
Vendor:	
SCOPE	

Project:
Job#

[illegible]

Exhibit "K"
Two Year Maintenance Bond

BY THIS BOND WE, _____ as "PRINCIPAL," with a business address of _____, and telephone number _____, and as "SURETY," with a business address of _____, and telephone number _____, are bound to Osceola County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, herein "COUNTY," in the sum of _____, for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the above-named PRINCIPAL has constructed improvements in connection with the approval of a plat of a certain area of land within Osceola County known as _____, Section _____, Township _____, Range _____, and has agreed as a condition to that approval of the said plat by the COUNTY, to maintain all required, approved, and/or dedicated IMPROVEMENTS, which consists of, but are not necessarily limited to, roads, drainage, sewer and water lines, and all other improvements delineated per the County-approved cost estimate dated _____, in connection with the above said plat, herein IMPROVEMENTS.

NOW THEREFORE, THE CONDITION OF THIS BOND is that if, for a period of _____ years, commencing on the date of acceptance by the Board of County Commissioners of this bond for the IMPROVEMENTS, PRINCIPAL:

1. Shall in all respects comply with the Land Development Code, and all other applicable Federal and State laws and COUNTY ordinances, codes, regulations, terms, and conditions pertaining to the approval and maintenance of the IMPROVEMENTS of the said plat. These conditions being more specifically the maintenance of all required, approved, or dedicated roads, storm drainage, and/or other IMPROVEMENTS to be COUNTY-maintained, which were installed in connection with the said plat, to the satisfaction of the County Administrator or his designee; and
2. Repairs or replaces all IMPROVEMENTS which are found by the COUNTY Engineering Services Director or his designee, not to comply with Federal and State laws and COUNTY ordinances, codes, regulations, terms, and conditions pertaining to the approval of the said plat, or which are found to be deficient in materials, workmanship, or structural integrity under COUNTY, State or Federal regulations, whichever may be applicable or industry standards; and
3. Submits a written request for an inspection of IMPROVEMENTS to the Osceola County Project Management Division not before ninety (90) days prior to the termination of the completion of the two (2) year maintenance period, or any different time agreed to by the Board of County Commissioners; and
4. Pays all costs and expenses incurred for or incidental to compliance with the requirements of this bond and the Land Development Code.

THEN this obligation shall be void. Otherwise, it remains in full force and effect.

THE SAID SURETY, for value received, hereby stipulates and agrees that no charge involving an extension of time, alteration, or additions to the terms of the IMPROVEMENTS to be made hereunder, or in the plans, specifications, and schedules covering the same, shall in any way affect the obligation of the said SURETY on this bond, and the SURETY does hereby waive notice of any such changes.

IT IS FURTHER understood that should the COUNTY be required to institute legal proceedings in order to collect any funds under this bond, venue shall be exclusively in Osceola County, Florida, and PRINCIPAL shall be responsible for any and all attorney's fees and court costs incurred by the COUNTY.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused these presents to be duly executed this _____ day of _____, _____ .

Signed in our presence as Witnesses:

Signature of Witness

Printed Name of Witness

Print Address of Witness

Signature of Witness

Printed Name of Witness

Print Address of Witness

STATE OF FLORIDA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, _____, by _____, the _____ of _____, on behalf of the _____. He/She is personally known to me or has produced _____ as identification.

[Affix Notary Stamp or Seal]

Sign: _____

Print name: _____

NOTARY PUBLIC — State of Florida

My Commission expires: _____

Commission No.: _____

Signed in our presence as Witnesses:

Signature of Witness

Printed Name of Witness

Print Address of Witness

Signature of Witness

Printed Name of Witness

Print Address of Witness

STATE OF FLORIDA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, _____, by _____, the _____ of _____, on behalf of the _____. He/She is personally known to me or has produced _____ as identification.

[Affix Notary Stamp or Seal]

SURETY: _____

By: _____

Name: _____

Title: _____

Sign: _____

Print name: _____

NOTARY PUBLIC — State of Florida

My Commission expires: _____

Commission No.: _____



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Detail by Entity Name

Florida Limited Liability Company
AMERICAN SAINT CLOUD INVESTMENTS LLC

Filing Information

Document Number L21000305488
FEI/EIN Number N/A
Date Filed 07/02/2021
State FL
Status ACTIVE

Principal Address

964 CYPRESS DR
DELRAY BEACH, FL 33483

Mailing Address

964 CYPRESS DR
DELRAY BEACH, FL 33483

Registered Agent Name & Address

ZLATKISS, ROBERT
964 CYPRESS DR
DELRAY BEACH, FL 33483

Authorized Person(s) Detail

Name & Address

Title MGR

ZLATKISS, ROBERT
964 CYPRESS DR
DELRAY BEACH, FL 33483

Annual Reports

Report Year	Filed Date
2023	01/23/2023
2024	04/03/2024
2025	01/07/2025

Document Images

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SECRETARY'S CERTIFICATE

I, William Anthony (Tony) Richelieu, do hereby certify that I am the duly elected, qualified and acting Secretary of KB HOME Orlando LLC, a Delaware limited liability company (this "Company").

I, do further certify the following:

1. I am the duly elected, qualified and acting Vice President and Corporate Secretary of KB Home, a Delaware corporation.
2. I am the duly elected, qualified and acting Secretary of KB HOME Florida Inc., a Delaware corporation.
3. KB HOME Orlando LLC is the wholly owned subsidiary of KB HOME Florida Inc., its Sole Member.
4. KB HOME Florida Inc. is the wholly owned subsidiary of KB Home, its Sole Member.
5. KB HOME Florida Inc., in its capacity as Sole Member of KB HOME Orlando LLC, adopted effective December 2, 2024 resolutions ("Resolutions") delineating the authority of specified officers and employees of KB HOME Orlando LLC. These Resolutions have not been rescinded, modified or revoked, and are in full force and effect.
6. KB HOME Florida Inc.'s delegations of authority in the Resolutions were, and still are, authorized by KB Home.

WITNESS MY HAND this 2nd day of December, 2024.

By: Tony Richelieu
William Anthony (Tony) Richelieu
Vice President and Corporate Secretary, KB Home
Secretary, KB HOME Florida Inc.
Secretary, KB HOME Orlando LLC

EXHIBIT "A"
KB HOME ORLANDO LLC
CERTIFIED RESOLUTIONS ADOPTED AS OF DECEMBER 2, 2024

Signing Authority

BE IT RESOLVED, . . . that the following officers and/or employees of this Company are authorized to act on behalf of the Company; provided, however, that such authority shall be limited to such authority as may be provided herein below and to other ordinary course of business transactions relating to the operations of the Company as indicated hereinbelow:

Fred Wyborski	President
Vince DePorre	Executive Vice President [Regional President]
Casey Dare	Vice President, Operations
Marc Huntzinger	Vice President, Finance
James Makransky	Vice President, Finance
Stephen McConn	Vice President, Land Development
Andrew Moore	Vice President, Purchasing
Amanda Parah	Vice President, Marketing and Studio
Kevin Bond	Assistant Secretary
Linda Preffer	Purchasing Manager
Marialis Figueroa-Negron	DUP Manager
Kathy Saunders	Escrow Coordinator

RESOLVED FURTHER, that any one of the following persons be, and they hereby are, authorized and empowered on behalf and in the name of this Company to sign, execute, acknowledge and deliver any and all documents deemed by such person to be necessary or appropriate in connection with the acquisition and/or disposition of bulk parcels of real property by this Company, including, but not limited to, land purchase and sale agreements, purchase and sale of residential dwellings and lots, amendments, assignments, contract change addendums, escrow instructions, grant deeds, owners affidavits, promissory notes, deeds of trust, maps, agreements and related documents:

Fred Wyborski
Vince DePorre
James Makransky

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Company to sign, execute, acknowledge and deliver any and all documents deemed by such person necessary or appropriate in connection with this Company's land improvement and development activities including but not limited to, subdivision improvement agreements, builder's certification of plans, specifications and site plans, easements, development agreements, applications for land development approvals and subdivision approvals, declarations of covenants, conditions and restrictions, notices of commencement, permit applications, subdivision and tract maps and exhibits thereto and supporting documents:

Fred Wyborski
Vince DePorre
Casey Dare
James Makransky
Stephen McConn

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Company to execute, acknowledge and deliver all deeds, notes, deeds of trust, agreements and other documents and instruments deemed necessary or appropriate to transfer and convey title to residential dwellings and related assets standing in the name of this Company, including, but not limited to, any and all documents required by the Department of Housing and Urban Development:

Fred Wyborski
Vince DePorre
Marc Huntzinger
James Makransky

Amanda Parah
Marialis Figueroa-Negron

*except that individuals designated above with an asterisk must act together with one other person designated above with an asterisk with respect to warranty/grant deeds;

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Company to execute, acknowledge and deliver all contracts (including amendments, addendums and other ancillary documents forming a part of the contract) in connection with the sale of residential dwellings and lots standing in the name of this Company:

Fred Wyborski
Vince DePorre
Marc Huntzinger
James Makransky
Amanda Parah
Marialis Figueroa-Negron
Kathy Saunders*

*except that any individual designated above with an asterisk must act together with one other person designated above with or without an asterisk;

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Company to sign, execute, acknowledge and deliver any and all master subcontract agreements and related documents with respect to the construction of improvements on real property:

Fred Wyborski
Vince DePorre
Casey Dare
James Makransky
Andrew Moore
Linda Preffer

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Company to sign, execute, acknowledge and deliver any and all material purchase agreements, subcontract work agreements and related documents with respect to the construction of improvements on real property:

Fred Wyborski
Vince DePorre
Casey Dare
James Makransky
Andrew Moore
Linda Preffer

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Company to sign, execute, acknowledge and deliver any and all master service agreements, vendor agreements, independent contractor sale agreements and related documents with respect to the marketing, sales and management of real property:

Fred Wyborski
Vince DePorre
James Makransky
Amanda Parah

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Company to sign, execute, acknowledge and deliver any and all master consultant agreements and related documents with respect to development of real property:

Fred Wyborski
Vince DePorre
James Makransky
Stephen McConn
Andrew Moore
Linda Preffer

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Company to sign, execute, acknowledge and deliver any and all documents establishing bank accounts, financing arrangements and other ordinary course banking and financial arrangements:

Fred Wyborski
Vince DePorre
James Makransky

RESOLVED FURTHER, that Fred Wyborski, President of this Company, and Vince DePorre, Executive Vice President [Regional President] of this Company, be, and each hereby is, authorized and empowered to execute, acknowledge and deliver salesperson employment agreements;

RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, (a) authorized and empowered to execute, acknowledge and deliver lease agreements and any and all documents in connection therewith; (b) authorized, empowered and directed to make any and all offers of employment with this Company and (c) authorized, empowered and directed to take such further actions and to do all such further things which they may deem necessary and appropriate to accomplish the purpose and to effectuate the intent of the foregoing resolutions with respect to this Company:

Fred Wyborski
Vince DePorre
James Makransky

RESOLVED FURTHER, that Fred Wyborski, President of this Company, and Vince DePorre, Executive Vice President [Regional President] of this Company, be, and each hereby is, authorized and empowered to act on behalf of this Company in its capacity as a member of any limited liability company or as a partner of any partnership in which this Company owns an interest;

RESOLVED FURTHER, that any and all documents executed or actions undertaken by any officers or employees listed in the foregoing resolutions between April 10, 2024 and the date hereof substantively within the scope of their authority as designated above be, and they hereby are, ratified, confirmed and approved.



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Detail by Entity Name

Foreign Limited Liability Company

KB HOME ORLANDO LLC

Filing Information

Document Number	M02000002513
FEI/EIN Number	71-0904756
Date Filed	09/24/2002
State	DE
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	04/30/2003
Event Effective Date	NONE

Principal Address

10990 Wilshire Boulevard
7th Floor
Los Angeles, CA 90024

Changed: 01/28/2025

Mailing Address

10990 Wilshire Boulevard
Suite 900
Los Angeles, CA 90024

Changed: 01/28/2025

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Address Changed: 03/02/2004

Authorized Person(s) Detail

Name & Address

Title Member

KB Home Florida Inc.
10990 Wilshire Boulevard
7th Floor
Los Angeles, CA 90024

Annual Reports

Report Year	Filed Date
2023	04/03/2023
2024	02/19/2024
2025	01/28/2025

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10/29/2002 -- Merger	View image in PDF format
09/24/2002 -- Foreign Limited	View image in PDF format



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Detail by Entity Name

Foreign Profit Corporation
KB HOME FLORIDA INC.

Filing Information

Document Number F23000006487
FEI/EIN Number 71-0904760
Date Filed 11/16/2023
State DE
Status ACTIVE

Principal Address

10990 Wilshire Boulevard
7th Floor
Los Angeles, CA 90024

Changed: 03/16/2025

Mailing Address

10990 Wilshire Boulevard
Suite 700
Los Angeles, CA 90024

Changed: 03/16/2025

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Officer/Director Detail

Name & Address

Title President, Director

DePorre, Vince
10990 Wilshire Boulevard
7th Floor
Los Angeles, CA 90024

Title Director

Hollinger, William R.
10990 Wilshire Boulevard
7th Floor
Los Angeles, CA 90024

Title Treasurer

Johnson, Thad
10990 Wilshire Boulevard
7th Floor
Los Angeles, CA 90024

Title Secretary

Richelieu, Tony
10990 Wilshire Boulevard
7th Floor
Los Angeles, CA 90024

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2025	03/16/2025

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Detail by Entity Name

Florida Profit Corporation

TAYLOR MORRISON OF FLORIDA, INC.

Filing Information

Document Number	F75785
FEI/EIN Number	59-2179728
Date Filed	03/26/1982
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	06/25/2018
Event Effective Date	NONE

Principal Address

4900 N. SCOTTSDALE ROAD, SUITE 2000
SCOTTSDALE, AZ 85251

Changed: 05/15/2025

Mailing Address

4900 N. SCOTTSDALE ROAD, SUITE 2000
SCOTTSDALE, AZ 85251

Changed: 05/15/2025

Registered Agent Name & Address

REGISTERED AGENT SOLUTIONS, INC.
2894 REMINGTON GREEN LANE, SUITE A
TALLAHASSEE, FL 32308

Name Changed: 01/14/2022

Address Changed: 05/15/2025

Officer/Director Detail

Name & Address

Title President, Director

KEMPTON, JOHN STEVEN
551 NORTH CATTLEMEN RD., SUITE 200
SARASOTA, FL 34232

Title CFO, Executive Vice President

VANHYTE, CURTIS ("CURT")
4900 N. SCOTTSDALE ROAD, SUITE 2000
SCOTTSDALE, AZ 85251

Title Secretary, Executive Vice President, Chief Legal Officer

MERRILL, S. TODD
4900 N. SCOTTSDALE ROAD, SUITE 2000
SCOTTSDALE, AZ 85251

Title Asst. Secretary

ESTRADA, CAROLINE G.
4900 N. SCOTTSDALE ROAD, SUITE 2000
SCOTTSDALE, AZ 85251

Title VP, Director

LONGENECKER, CAMMIE LARHAE
551 NORTH CATTLEMEN RD., SUITE 200
SARASOTA, FL 34232

Title VP

PALKA, RUSSELL
551 NORTH CATTLEMEN RD., SUITE 200
SARASOTA, FL 34232

Title VP

BRIONES, TRACY
2600 LAKE LUCIEN DRIVE, SUITE 350
MAITLAND, FL 32751

Title VP

SORENSEN, ANDREW ("ANDY")
551 NORTH CATTLEMEN RD., SUITE 200
SARASOTA, FL 34232

Title VP

BRUNHOFER, BRIAN
2600 LAKE LUCIEN DRIVE, SUITE 350
MAITLAND, FL 32751

Title VP

MILLER, ANDREW ("DREW")
10210 HIGHLAND MANOR DR., SUITE 400A
TAMPA, FL 33610

Title VP

MORRIS, LUCAS
2600 LAKE LUCIEN DRIVE, SUITE 350
MAITLAND, FL 32751

Title VP, Director

MILLER, DOUGLAS ("DOUG")
10210 HIGHLAND MANOR DR., SUITE 400A
TAMPA, FL 33610

Title VP

MANSFIELD, MICHAEL ("MIKE") E.
2600 LAKE LUCIEN DRIVE, SUITE 350
MAITLAND, FL 32751

Title VICE PRESIDENT

MCCHESNEY, VALERIE
WALDROP BUILDING, 28100 BONITA GRANDE DRIVE
SUITE 102
BONITA SPRINGS, FL 34135

Title VP

BARBER, ROBERT ("ROB")
10210 HIGHLAND MANOR DR., SUITE 400A
TAMPA, FL 33610

Title VP

KRAJEWSKI, TANYA
10210 HIGHLAND MANOR DR., SUITE 400A
TAMPA, FL 33610

Title Asst. Secretary

MCNEIL, CHRISTY A.
6440 OAK CANYON, SUITE 200
IRVINE, CA 92618

Title VP

MILLER, FREDERICK ("FRED")
2600 LAKE LUCIEN DRIVE, SUITE 350
MAITLAND, FL 32751

Title AUTHORIZED AGENT (TAMPA) - LAND ACQUISITION

WILSON, DAVID
10210 HIGHLAND MANOR DR., SUITE 400A
TAMPA, FL 33610

Title Authorized Agent (Jacksonville) - Finance

FELVER, CARROLLINE
7785 BAYMEADOWS WAY, SUITE 105
JACKSONVILLE, FL 32256

Title Asst. Secretary, VP

NOVELL, CANDACE ("CANDI")
6440 OAK CANYON, SUITE 200
IRVINE, CA 92618

Title AUTHORIZED AGENT (JACKSONVILLE) - LAND ACQUISITION, LAND DEVELOPMENT

OWENS, MICHAEL
7785 BAYMEADOWS WAY, SUITE 105
JACKSONVILLE, FL 32256

Title AUTHORIZED AGENT (TAMPA) - FINANCE

CRICKENBERGER, KAYLEIGH
10210 HIGHLAND MANOR DR., SUITE 400A
TAMPA, FL 33610

Title VP

WOLLARD , JOHN
551 N. CATTLEMEN RD., SUITE 200
SARASOTA, FL 34232

Title Authorized Agent (Jacksonville) - House Permits; Land Permits

KEUNING, SCOTT
7785 BAYMEADOWS WAY, SUITE 105
JACKSONVILLE, FL 32256

Title Authorized Agent (Tampa)-Land Permits; Land Development

PIENDEL, MICHAEL
10210 HIGHLAND MANOR DR., SUITE 400A
TAMPA, FL 33610

Title Authorized Agent (Orlando)-Land Permits

WOOD, PATRICK
2600 LAKE LUCIEN DRIVE, SUITE 350
MAITLAND, FL 32751

Title VP

KAUSHAGEN, TYLER
4900 N. SCOTTSDALE ROAD, SUITE 2000
SCOTTSDALE, AZ 85251

Title Authorized Agent (Jacksonville) - Land Acquisition; Land Permits

TRAHAN, CHRISTOPHER
7785 BAYMEADOWS WAY, SUITE 105
JACKSONVILLE, FL 32256

Title VP

COATES, BRADLEY
551 N. CATTLEMEN RD., SUITE 200
SARASOTA, FL 34232

Title VP

FELLOWS, JEFFREY ("JEFF")
2600 LAKE LUCIEN DRIVE, SUITE 350
MAITLAND, FL 32751

Title VP

GONZALEZ, FELIPE
28100 BONITA GRANDE DRIVE, SUITE 102
BONITA SPRINGS, FL 34135

Title Asst. Secretary, VP

SHEPPARD, SHANNON
3030 N. ROCKY POINT DR., SUITE 710
TAMPA, FL 33607

Title VP

BIRKHOLZ, RAYMOND JAMES ("JIM")
10210 HIGHLAND MANOR DRIVE, SUITE 400A
TAMPA, FL 33610

Title AUTHORIZED AGENT (JACKSONVILLE) - CLOSING; SALES

MCGILL, SEAN
7785 BAYMEADOWS WAY, SUITE 105
JACKSONVILLE, FL 32256

Title Authorized Agent (Tampa)-Land Permits

FERLITA, MARC
10210 HIGHLAND MANOR DR., SUITE 400A
TAMPA, FL 33610

Title Authorized Agent (Tampa)-Land Permits

GOLUB, TINA
10210 HIGHLAND MANOR DR., SUITE 400A
TAMPA, FL 33610

Title VP

CLEVELAND, BRANDON
10210 HIGHLAND MANOR DR., SUITE 400A
TAMPA, FL 33610

Title VP

HEMINGWAY, MELANIE
2600 LAKE LUCIEN DRIVE, SUITE 350
MAITLAND, FL 32751

Title VP

SPROTT, JAMES ("JIM")
7785 BAYMEADOWS WAY, SUITE 105
JACKSONVILLE, FL 32256

Title VP

VAN SCHAIK, ERIC
551 N. CATTLEMEN RD., SUITE 200
SARASOTA, FL 34232

Title VP

GOULART, JEREMY
551 N. CATTLEMEN RD, SUITE 200
SARASOTA, FL 34232

Title VP

Cascio, Damon
2600 Lake Lucien Drive, Suite 350
Maitland, FL 32751

Title VP

Haas, Alexi
28100 Bonita Grande Drive, Suite 102
Bonita Springs, FL 34135

Title VP

DEVEREAUX, MATTHEW ("MATT")
7785 BAYMEADOWS WAY, SUITE 105
JACKSONVILLE, FL 32256

Title VP

DIRKHISING, ADAM
551 N. CATTLEMEN RD., SUITE 200
SARASOTA, FL 34232

Title VP

HUDLET, AARON
551 N. CATTLEMEN RD., SUITE 200
SARASOTA, FL 34232

Title VP

SALVO, JULIE
2600 LAKE LUCIEN DRIVE, SUITE 350
MAITLAND, FL 32751

Title VP

CARRUTHERS, RICHARD (RICK")
7785 BAYMEADOWS WAY, SUITE 105
JACKSONVILLE, FL 32256

Title VP

LA ROSA, DAN
2600 LAKE LUCIEN DRIVE, SUITE 350
MAITLAND, FL 32751

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AFFIDAVIT OF PUBLICATION

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

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

PUBLICATION DATES:

May. 29, 2025

Notice ID: qQACqEJWQXoLjLJ2DhhQ

Notice Name: BOCC*CANOE CREEK RESERVE*Public Hearing

PUBLICATION FEE: \$115.27

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

Ankit Sachdeva

Agent

VERIFICATION

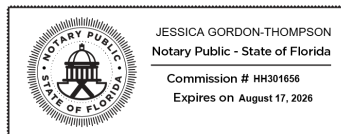
State of Florida
County of Orange

Signed or attested before me on this: 06/02/2025

J. Gordon-Thompson

Notary Public

Notarized remotely online using communication technology via Proof.



NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Osceola County, Florida will at **5:30 P.M.** on Monday, **June 16, 2025**, or as soon thereafter as practical, and in the Commission Chambers at 1 Courthouse Square, Suite 4100, Kissimmee, Florida, consider and act on the following proposed County Agreement. Access to the meeting is also being provided telephonically. Please call (407) 205-0551 Code 301797 to listen to the meeting.

Approval and authorization for the Chair/Vice Chair to sign the Tri-Party Development Agreement, with the City of St. Cloud (the "City"), American Saint Cloud Investments LLC, Taylor Morrison of Florida, INC., and KB Home Orlando LLC are referred to "Developer" for the design, permitting, right of way dedication, and construction of approximately 1.43 -miles of Framework Road Improvements (Sylewood Blvd) on certain real property, known as Canoe Creek Reserve, generally located south of Deer Run Road, north of Lake Gentry, west of Canoe Creek Road, and east of Florida's Turnpike, and including all associated roadways, and comprised of approximately 41.65 acres of ultimate right of way, more or less. The Developer agrees to advance the funds necessary for the design, permitting, mitigation, and construction of the Framework Road Improvements. The estimated cost of the Framework Road Improvement (excluding right of way) is \$11,351,122.93, with the Jurisdiction responsible for \$3,409,954.82 (30.04%) and the developer covering \$7,941,168.11 (69.96%). The estimated credit for right of way dedication for the drainage ponds and ultimate typical section is \$2,184,000.00. The County shall reimburse the Developer through the Developer Funded Agency Obligation program per the Mobility Fee Ordinance #2024-26 and the Osceola County/St. Cloud Transportation Interlocal Agreement. The purpose of the public meeting is to consider whether it is in the public's best interest to accept the proposal and enter into an agreement pursuant thereto.

If a person decides to appeal any decision made by the Board with respect to any matter considered at such meeting, a record of the proceeding will be needed, and for such purposes, it may be needed 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.

Copies of the proposed Ordinance may be obtained from the Recording Secretary to the Board of County Commissioners, located at 1 Courthouse Square, Suite 4400, Kissimmee, Florida.

Individuals with disabilities requiring accommodations (i.e., sign language interpreter or materials in accessible format) in order to participate in meetings, please contact the County's ADA Coordinator, (407) 742-1200 (TTY Users Dial: 711 for the Florida Relay System) or ADA.Coordinator@osceola.org, at least four (4) business days prior to the meeting.

Ley de Estadounidenses con Discapacidades (ADA) y Asistencia del Título VI La Junta de Comisionados del Condado Osceola garantiza un acceso significativo a los programas, servicios y actividades del Condado para cumplir con los Derechos Civiles Título VI y Título II de la Ley de Estadounidenses con Discapacidades. Las personas con discapacidades que requieran adaptaciones (es decir, intérprete de lenguaje de señas o materiales en formato accesible) o las personas con dominio limitado del inglés que requieran intérpretes de idiomas para participar en reuniones patrocinadas por el condado, comuníquese con el coordinador de ADA/Título VI del condado al (407) 742-1200 (Usuarios de TTY marcar: 711 para el Sistema de retransmisión de Florida) o ADA.Coordinator@osceola.org, al menos cuatro (4) días antes de la reunión o evento.
May 29, 2025

NOTICE OF AGENCY ACTION TAKEN BY
THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Notice is hereby given that the South Florida Water Management District ("District") issued an Individual Environmental Resource Permit (Permit) on May 9, 2025, with conditions to OC-IB Headquarters Property Owner LLC located at 535 Madison Avenue, 6th Floor, New York, NY 10022 for Permit No. 49-108202-P. The project name is OCC-17 North. The permit authorizes the construction and operation of a stormwater management (SWM) system serving 20.17 acres of residential development known as OCC-17 North. The project location is south of the Orange County and Osceola County line, east of N Orange Blossom Trail, and north of E Osceola Parkway (Section 03, Township 25 South, Range 29 East), in Osceola County, Florida.

A copy of the permit can be obtained by contacting the Regulatory Records Management Section, during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at 3301 Gun Club Road, West Palm Beach, FL 33406, Regulation Division, by telephone at 561-682-6911, by e-mail at permits@sfwmd.gov, or by accessing the permit directly from the District's website (www.sfwmd.gov) using the Application/Permit Search on the ePermitting page.

The District's agency action is final unless a timely petition for an administrative hearing is filed under Sections 120.569 and 120.57 of the Florida Statutes before the deadline for filing a petition.

As required by Sections 120.569 and 120.60(3), Fla. Stat., the following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all of the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a SFWMD decision which affects or may affect their substantial interests shall file a petition for hearing with the Office of the District Clerk of the SFWMD, in accordance with the filing instructions set forth herein, within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, or posting that the SFWMD has or intends to take final agency action, or publication of notice that the SFWMD has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action which materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional Rule 28-106.111, Fla. Admin. Code, point of entry.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Fla. Stat., shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk of the SFWMD. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at SFWMD headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.
- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the SFWMD's security desk does not constitute filing. It will be necessary to request that the SFWMD's security officer contact the Office of the District Clerk. An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document. A party who files a document by e-mail shall (1) represent that the original physically signed document will be retained by that party for the duration of the proceeding and of any subsequent appeal or subsequent proceeding in that cause and that the party shall produce it upon the request of other parties; and (2) be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed.

INITIATION OF AN ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Fla. Stat., and Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

- Identification of the action being contested, including the permit number, application number, SFWMD file number or any other SFWMD identification number, if known.
- The name, address, any email address, any facsimile number, and telephone number of the petitioner and petitioner's representative, if any.
- An explanation of how the petitioner's substantial interests will be affected by the agency determination.
- A statement of when and how the petitioner received notice of the SFWMD's decision.
- A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
- A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
- A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
- If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
- A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401–405, Fla. Admin. Code. The SFWMD is not proposing mediation for the agency action under Section 120.573, Fla. Stat., at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Fla. Stat., and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal with the Office of the District Clerk of the SFWMD in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the clerk of the appropriate district court of appeal.

May 29, 2025

FOR IMMEDIATE RELEASE

Contact: Jennifer Codo-Salisbury
(863) 534-7130 ext. 178
jcodosalisbury@cfrpc.org

AVON PARK AIR FORCE RANGE MILITARY INSTALLATION
READINESS REVIEW (MIRR) STEERING COMMITTEE
MEETING

Avon Park, FL—The Central Florida Regional Planning Council will facilitate a Military Installation Readiness Review (MIRR) Steering Committee Meeting for the Avon Park Air Force Range (APAFR) and local communities. This work is funded through a Department of Defense Office of Local Defense Community Cooperation MIRR Grant.

The Department of Defense has expressed concern regarding damaging impacts of natural and manmade hazards and threats by increasing frequency and magnitude of tropical storms, flooding, and extreme rainfall to military operations and communities supporting them. The APAFR is dependent upon critical infrastructure provided by the community including transportation infrastructure and utilities including potable water, wastewater, natural gas and electricity. This project will improve the integration of central Florida's primary military installation while strengthening military-civilian engagement.

The Steering Committee will review progress on the project to date. Resiliency initiatives identified through the MIRR may be eligible for implementation funding opportunities.

The meeting is free and open to the public. For more information, please contact the Central Florida Regional Planning Council office at (863) 534-7130.

What: Avon Park Air Force Range Military Installation Resiliency Review
Meeting: Thursday, June 12, 2024 10:00 am
Location: Avon Park Air Force Range, building 29

To RSVP and for additional information about this effort, contact Jennifer Codo-Salisbury, Central Florida Regional Planning

Council, (863) 534-7130 extension 178 or jcodosalisbury@cfrpc.org. One or more elected officials may be in attendance.

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, income, or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services (free of charge) should contact the CFRPC Title VII Nondiscrimination Coordinator, Indihra Chambers, 863-534-7130, or via Florida Relay Service 711, or by email: ichambers@cfrpc.org.

La participación pública es solicitada sin distinción de raza, color, origen nacional, sexo, edad, discapacidad, religión o situación familiar. Las personas que requieren alojamiento bajo el Americans with Disabilities Act (ADA) o la traducción de idiomas, de forma gratuita deben ponerse en contacto Indihra Chambers, CFRPC Título VI de Enlace, 863-534-7130 (voz), oa través de la Florida Relay Servicio 711, o por correo electrónico ichambers@cfrpc.org al menos tres días antes del evento.

May 29, 2025

WARNING

Notice of Application for Tax Deed

Notice is hereby given that GERRY S YOUNG, the holder of tax certificate No. **5814**, issued on June-01-2023, has filed said certificate in this office and has made application for a tax deed to be issued thereon. The tax certificate information is as follows: Apparent Titleholder(s): EDWARD M ZELINSKI Assessed to: **Legal Description:** BEG 330 FT S & 1980 FT E OF NW COR GOV LOT 6, E 330 FT, N 330 FT, W 330 FT, S 330 FT TO POB AKA 158 & 159 Parcel No.: 36 27 31 6000 000L 1580 All of said property being in the County of Osceola, State of Florida. Unless said certificate be redeemed according to law, the property described therein will be sold to the highest bidder online at www.osceola.realtaxdeed.com on the 17th day of June 2025 at 11:00 a.m. Property is sold subject to any additional outstanding taxes. DATED this day, May 08, 2025, publication of this notice is requested. Notice to be published in the OSCEOLA NEWS-GAZETTE.

KELVIN SOTO, Esq.,
Clerk of the Circuit Court & County Comptroller,
Osceola County, Florida
By: MF, DEPUTY CLERK
May 15, 22, 29, 2025
June 5, 2025

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR OSCEOLA COUNTY, FLORIDA
CASE No. 2025-CA-000887 FO
OSCEOLA COUNTY SHERIFF'S OFFICE
Plaintiff,
vs.
MOISES ACOSTA-RIVERA,
Defendant.

NOTICE OF FORFEITURE

IN RE: FORFEITURE OF:
2012 White Mercedes; VIN: WDDGF4HB4CR230091
TO ALL PERSONS who may claim an interest in 2012 White Mercedes with VIN # WDDGF4HB4CR230091 seized on March 4, 2025, at 4132 Crossen Dr, in Orange County, Florida. Said property is in the custody of the Osceola County Sheriff's Office. An Osceola County Judge has issued an Order Finding Probable Cause. You are required to serve a copy of your answer asserting any affirmative defenses with the Osceola County Clerk of Court and the undersigned counsel within 20 days after the date of publication, May 22, 2025. Failure to timely file your defenses or any other responsive pleading will result in a default being entered against you.
On behalf of Marcos R. Lopez
SHERIFF OF OSCEOLA COUNTY
BY: C. Carlton Hamilton III, Esq.
FL Bar No. 101051512
2801 W. Irio Bronson Mem. Hwy.
Kissimmee, FL 34744
(407) 348-1113
May 22, 29, 2025

NOTICE OF BOARD OF SUPERVISORS' MEETING FOR
CROSSINGS COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that a Board of Supervisors ("Board") meeting of the Crossings Community Development District ("District") will be held on Thursday, June 5, 2025, at 9:05 AM at the West Osceola Branch Library, 305 Campus Street, Celebration, Florida 34747.

Additional information regarding this meeting, including the meeting agenda, and how to attend virtually, may be obtained from the District's website: <https://www.Crossingscdd.com/> by contacting the District Manager, Jillian Burns, at jburns@gmscfl.com, or by calling 407-841-5524 during normal business hours. The meeting is being held for the necessary public purpose of considering related district matters. At such time, the Board is so authorized and may consider any business that may properly come before it. Members of the Public may submit questions and comments to the District Manager at jburns@gmscfl.com in advance of the meeting to facilitate the Board's consideration and/or discussion of such questions and comments during the meeting. Participants may also submit questions or comments to the District Manager by telephone by calling 407-841-5524 by the same time noted above.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The meeting may be continued to a date, time, and place to be specified on the record at such meeting.

Any person requiring special accommodations in order to access and participate in the meeting because of a disability or physical impairment should contact the District Manager's Office at least 3 business (3) days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meetings is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Jillian Burns
District Manager
May 29, 2025

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Osceola County, Florida will at **5:30 P.M.**, on **Monday, June 16, 2025**, or as soon thereafter as practical, and in the Commission Chambers at 1 Courthouse Square, Suite 4100, Kissimmee, Florida, consider and act on the following proposed County Agreement. Access to the meeting is also being provided telephonically. Please call (407) 205-0551 Code 301797 to listen to the meeting.

Approval and authorization for the Chair/Vice Chair to sign the Tri-Party Development Agreement, with the City of St. Cloud (the "City"), American Saint Cloud Investments LLC, Taylor Morrison of Florida, INC., and KB Home Orlando LLC are referred to "Developer" for the design, permitting, right of way dedication, and construction of approximately 1.43 -miles of Framework Road Improvements (Sylewood Blvd) on certain real property, known as Canoe Creek Reserve, generally located south of Deer Run Road, north of Lake Gentry, west of Canoe Creek Road, and east of Florida's Turnpike, and including all associated roadways, and comprised of approximately 41.65 acres of ultimate right of way, more or less. The Developer agrees to advance the funds necessary for the design, permitting, mitigation, and construction of the Framework Road Improvements. The estimated cost of the Framework Road Improvement (excluding right of way) is \$11,351,122.93, with the Jurisdiction responsible for \$3,409,954.82 (30.04%) and the developer covering \$7,941,168.11 (69.96%). The estimated credit for right of way dedication for the drainage ponds and ultimate typical section is \$2,184,000.00. The County shall reimburse the Developer through the Developer Funded Agency Obligation program per the Mobility Fee Ordinance #2024-26 and the Osceola County/St. Cloud Transportation Interlocal Agreement. The purpose of the public meeting is to consider whether it is in the public's best interest to accept the proposal and enter into an agreement pursuant thereto.

If a person decides to appeal any decision made by the Board with respect to any matter considered at such meeting, a record of the proceeding will be needed, and for such purposes, it may be needed 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.

Copies of the proposed Ordinance may be obtained from the Recording Secretary to the Board of County Commissioners, located at 1 Courthouse Square, Suite 4400, Kissimmee, Florida. Individuals with disabilities requiring accommodations (i.e., sign language interpreter or materials in accessible format) in order to participate in meetings, please contact the County's ADA Coordinator, (407) 742-1200 (TTY Users Dial: 711 for the Florida Relay System) or ADA.Coordinator@osceola.org, at least four (4) business days prior to the meeting.

Ley de Estadounidenses con Discapacidades (ADA) y Asistencia del Título VI La Junta de Comisionados del Condado Osceola garantiza un acceso significativo a los programas, servicios y actividades del Condado para cumplir con los Derechos Civiles Título VI y Título II de la Ley de Estadounidenses con Discapacidades. Las personas con discapacidades que requieren adaptaciones (es decir, intérprete de lenguaje de señas o materiales en formato accesible) o las personas con dominio limitado del inglés que requieren intérpretes de idiomas para participar en reuniones patrocinadas por el condado, comuníquese con el coordinador de ADA/Título VI del condado al (407) 742-1200 (Usuarios de TTY marcar: 711 para el Sistema de retrasmisión de Florida) o ADA.Coordinator@osceola.org, al menos cuatro (4) días antes de la reunión o evento.
May 29, 2025

WARNING

Notice of Application for Tax Deed

NOTICE is hereby given that GERRY S YOUNG, the holder of tax certificate No. **4506**, issued on June-01-2023, has filed said certificate in this office and has made application for a tax deed to be issued thereon. The tax certificate information is as follows: Apparent Titleholder(s): RICHARD L CASH, WILLIAM L CASH Assessed to: **Legal Description:** BEG 3628.66 FT S AND 1485 FT E OF NW

COR OF NE 1/4, E 165 FT, S 330.08 FT, W 165 FT, N 330.07 FT TO POB AKA LOT 230 Parcel No.: 25 27 31 9995 0232 001E All of said property being in the County of Osceola, State of Florida. Unless said certificate be redeemed according to law, the property described therein will be sold to the highest bidder online at www.osceola.realtaxdeed.com on the 17th day of June 2025, at 11:00 a.m. Property is sold subject to any additional outstanding taxes. DATED this day, May 08, 2025, publication of this notice is requested. Notice to be published in the OSCEOLA NEWS-GAZETTE.

KELVIN SOTO, Esq.,
Clerk of the Circuit Court & County Comptroller,
Osceola County, Florida
By: MF, DEPUTY CLERK
May 15, 22, 29, 2025
June 5, 2025

WARNING

Notice of Application for Tax Deed

Notice is hereby given that GERRY S YOUNG, the holder of tax certificate No. **4430**, issued on June-01-2023, has filed said certificate in this office and has made application for a tax deed to be issued thereon. The tax certificate information is as follows: Apparent Titleholder(s): ELLA M MARTINEZ, LUIS F MARTINEZ Assessed to: **Legal Description:** E 1/2 OF E 1/2 OF SE 1/4 OF SW 1/4 OF NW 1/4 Parcel No.: 25 27 31 0000 2341 001D All of said property being in the County of Osceola, State of Florida. Unless said certificate be redeemed according to law, the property described therein will be sold to the highest bidder online at www.osceola.realtaxdeed.com on the 17th day of June 2025, at 11:00 am. Property is sold subject to any additional outstanding taxes. DATED this day, May 08, 2025, publication of this notice is requested. Notice to be published in the OSCEOLA NEWS-GAZETTE.

KELVIN SOTO, Esq.,
Clerk of the Circuit Court & County Comptroller,
Osceola County, Florida
By: MF, DEPUTY CLERK
May 15, 22, 29, 2025
June 5, 2025

WARNING

Notice of Application for Tax Deed

Notice is hereby given that GERRY S YOUNG, the holder of tax certificate No. **5223**, issued on June-01-2023, has filed said certificate in this office and has made application for a tax deed to be issued thereon. The tax certificate information is as follows: Apparent Titleholder(s): LORI K SCHERER TRUSTEE, SHIRLEY A PAGE EST, SHIRLEY L NAPIER PR Assessed to: **Legal Description:** W 1/2 OF SW 1/4 OF NE 1/4 OF SE 1/4 OF NW 1/4 AKA 93 Parcel No.: 31 27 32 6000 2413 002M All of said property being in the County of Osceola, State of Florida. Unless said certificate be redeemed according to law, the property described therein will be sold to the highest bidder online at www.osceola.realtaxdeed.com on the 17th day of June 2025, at 11:00 a.m. Property is sold subject to any additional outstanding taxes. DATED this day, May 08, 2025, publication of this notice is requested. Notice to be published in the OSCEOLA NEWS-GAZETTE.

KELVIN SOTO, Esq.,
Clerk of the Circuit Court & County Comptroller,
Osceola County, Florida
By: MF, DEPUTY CLERK
May 15, 22, 29, 2025
June 5, 2025

WARNING

Notice of Application for Tax Deed

Notice is hereby given that GERRY S YOUNG, the holder of tax certificate No. **5812**, issued on June-01-2023, has filed said certificate in this office and has made application for a tax deed to be issued thereon. The tax certificate information is as follows: Apparent Titleholder(s): Assessed to: **Legal Description:** BEG 1980 FT E OF SW COR GOV LOT 1, E 165 FT, N 330 FT, W 165 FT, S 330 FT TO POB AKA Parcel No.: 36 27 31 6000 000L 1460

All of said property being in the County of Osceola, State of Florida. Unless said certificate be redeemed according to law, the property described therein will be sold to the highest bidder online at www.osceola.realtaxdeed.com on the 17th day of June 2025, at 11:00 a.m. Property is sold subject to any additional outstanding taxes. DATED this day, May 08, 2025, publication of this notice is requested. Notice to be published in the OSCEOLA NEWS-GAZETTE.

KELVIN SOTO, Esq.,
Clerk of the Circuit Court & County Comptroller,
Osceola County, Florida
By: MF, DEPUTY CLERK
May 15, 22, 29, 2025
June 5, 2025

WARNING

Notice of Application for Tax Deed

Notice is hereby given that GERRY S YOUNG, the holder of tax certificate No. **5258**, issued on June-01-2023, has filed said certificate in this office and has made application for a tax deed to be issued thereon. The tax certificate information is as follows: Apparent Titleholder(s): JAMES J NIGRELLI JR Assessed to: **Legal Description:** COM 660 FT S AND 1980 FT E OF NW COR OF SE 1/4, E 165 FT, S 330 FT, W 165 FT, N 330 FT TO POB Parcel No.: 31 27 32 6000 4142 002N

All of said property being in the County of Osceola, State of Florida. Unless said certificate be redeemed according to law, the property described therein will be sold to the highest bidder online at www.osceola.realtaxdeed.com on the 17th day of June 2025, at 11:00 am. Property is sold subject to any additional outstanding taxes. DATED this day, May 08, 2025, publication of this notice is requested. Notice to be published in the OSCEOLA NEWS-GAZETTE.

KELVIN SOTO, Esq.,
Clerk of the Circuit Court & County Comptroller,
Osceola County, Florida
BY: MF, DEPUTY CLERK
May 15, 22, 29, 2025
June 5, 2025

WARNING

Notice of Application for Tax Deed

NOTICE is hereby given that MARK H FINK, the holder of tax certificate No. **6419**, issued on June-01-2018, has filed said certificate in this office and has made application for a tax deed to be issued thereon. The tax certificate information is as follows: Apparent Titleholder(s): DAVID R MCGRAW, JEAN ALLEN MCGRAW, PATRICIA M HUGHES Assessed to: **Legal Description:** S 1/2 OF NE 1/4 OF NW 1/4 OF NE 1/4 OF NW 1/4 & N 1/2 OF SE 1/4 OF NW 1/4 OF NE 1/4 OF NW 1/4 Parcel No.: 13 27 31 0000 2121 0020 All of said property being in the County of Osceola, State of Florida. Unless said certificate be redeemed according to law, the property described therein will be sold to the highest bidder online at www.osceola.realtaxdeed.com on the 17th day of June 2025, at 11:00 a.m. Property is sold subject to any additional outstanding taxes. DATED this day, May 08, 2025, publication of this notice is requested. Notice to be published in the OSCEOLA NEWS-GAZETTE.

KELVIN SOTO, Esq.,
Clerk of the Circuit Court & County Comptroller,
Osceola County, Florida
By: MF, DEPUTY CLERK
May 15, 22, 29, 2025
June 5, 2025

WARNING

Notice of Application for Tax Deed

Notice is hereby given that GERRY S YOUNG, the holder of tax certificate No. **5821**, issued on June-01-2023, has filed said certificate in this office and has made application for a tax deed to be issued thereon. The tax certificate information is as follows: Apparent Titleholder(s): MARGERY L HAMILTON, ROBERT S HAMILTON Assessed to: **Legal Description:** BEG 660 FT S & 1320 FT E OF NW COR GOV LOT 6 E 330 FT N 330 FT W 330 FT S 330 FT TO POB AKA LOTS 180 & 181 Parcel No.: 36 27 31 6000 000L 1800 All of said property being in the County of Osceola, State of Florida. Unless said certificate be redeemed according to law, the property described therein will be sold to the highest bidder online at www.osceola.realtaxdeed.com on the 17th day of June 2025, at 11:00 a.m. Property is sold subject to any additional outstanding taxes. DATED this day, May 08, 2025, publication of this notice is requested. Notice to be published in the OSCEOLA NEWS-GAZETTE.

KELVIN SOTO, Esq.,
Clerk of the Circuit Court & County Comptroller,
Osceola County, Florida
By: MF, DEPUTY CLERK
May 15, 22, 29, 2025
June 5, 2025

WARNING

Notice of Application for Tax Deed

NOTICE is hereby given that GERRY S YOUNG, the holder of tax certificate No. **5805**, issued on June-01-2023, has filed said certificate in this office and has made application for a tax deed to be issued thereon. The tax certificate information is as follows: Apparent Titleholder(s): ELIZABETH HELEN MARKLEY, MATTHEW LAWRENCE MARKLEY Assessed to: **Legal Description:** BEG 330 FT N & 1650 FT E OF SW COR GOV LOT 1 E 165 FT N 330 FT W 165 FT S 330 FT TO POB Parcel No.: 36 27 31 6000 000L 1230

All of said property being in the County of Osceola, State of Florida. Unless said certificate be redeemed according to law, the property described therein will be sold to the highest bidder online at www.osceola.realtaxdeed.com on the 17th day of June 2025, at 11:00 a.m. Property is sold subject to any additional outstanding taxes. DATED this day, May 08, 2025, publication of this notice is requested. Notice to be published in the OSCEOLA NEWS-GAZETTE.

KELVIN SOTO, Esq.,
Clerk of the Circuit Court & County Comptroller,
Osceola County, Florida
By: MF, DEPUTY CLERK
May 15, 22, 29, 2025
June 5, 2025

WARNING

Notice of Application for Tax Deed

Notice is hereby given that GERRY S YOUNG, the holder of tax certificate No. **5759**, issued on June-01-2023, has filed said certificate in this office and has made application for a tax deed to be issued thereon. The tax certificate information is as follows: Apparent Titleholder(s): NANCY M CRISMAN, PAUL E CRISMAN Assessed to: **Legal Description:** BEG 1650 FT N & 165 FT E OF SW COR OF NW 1/4 E 165 FT N 330 FT W 165 FT S 330 FT TO POB AKA 47 Parcel No.: 36 27 31 6000 000K 0470

All of said property being in the County of Osceola, State of Florida. Unless said certificate be redeemed according to law, the property described therein will be sold to the highest bidder online at www.osceola.realtaxdeed.com on the 17th day of June 2025, at 11:00 am. Property is sold subject to any additional outstanding taxes. DATED this day, May 08, 2025, publication of this notice is requested. Notice to be published in the OSCEOLA NEWS-GAZETTE.

KELVIN SOTO, Esq.,
Clerk of the Circuit Court & County Comptroller,
Osceola County, Florida
By: MF, DEPUTY CLERK
May 15, 22, 29, 2025
June 5, 2025

WARNING

Notice of Application for Tax Deed

Notice is hereby given that GERRY S YOUNG, the holder of tax certificate No. **3849**, issued on June-01-2023, has filed said certificate in this office and has made application for a tax deed to be issued thereon. The tax certificate information is as follows: Apparent Titleholder(s): SORIN BOGHEN Assessed to: **Legal Description:** SE 1/4 OF SE 1/4 OF NE 1/4 OF SE 1/4 AKA 63. 64 Parcel No.: 23 27 31 6000 4144 000A All of said property being in the County of Osceola, State of Florida. Unless said certificate be redeemed according to law, the property described therein will be sold to the highest bidder online at www.osceola.realtaxdeed.com on the 17th day of June 2025, at 11:00 a.m. Property is sold subject to any additional outstanding taxes. DATED this day, May 08, 2025, publication of this notice is requested. Notice to be published in the OSCEOLA NEWS-GAZETTE.

KELVIN SOTO, Esq.,
Clerk of the Circuit Court & County Compt



Meeting: August 14, 2025

Agenda Item Type: Consent Agenda
Resolution No. 2025-087R

Procurement Agenda Item:

Resolution No. 2025-087R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing and directing the City Manager to enter into a first amendment to and extension of the continuing contracts between the City of St. Cloud and Ayres Associates, Inc., G-A-I Consultants, Inc., Klavon Design Associates, Inc., RVi Planning + Landscape Architecture, Inc., and Vanasse Hangen Brustlin, Inc. for Continuing Planning and Landscape Architectural Services, and providing an effective date.

COST: Undetermined at this time as services are provided on an as-needed basis. This contract will be utilized by the various departments on an as-needed basis from various approved projects and budgeted expenditure accounts.

This item is to approve the extension of the agreements for continuing planning and landscape architectural services on an as-needed basis.

Strategic Key Focus Areas:

High-Performing Government

Background Information:

These agreements were approved by Resolution No. 2022-084R for professional consulting services. The initial term of the agreements was three (3) years with the option for two (2) one-year renewals. This will extend the agreements for one year from their respective end dates.

Coyle and Caron, Inc. has decided not to renew their agreement with the City of St. Cloud. The agreement with NAK Design Strategies US, Inc. will not be renewed for another year due to their services no longer being offered in the United States.

Legal Authority:

Resolution No. 2022-084R approved on April 14, 2022; Section 5 of all agreements

Budget and Recommendation:

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:

08/14/2025 - Final Action

Attachments:

1. Resolution No. 2025-087R
2. RFQ 2022-018 Continuing Planning and Landscape Architectural Services

RESOLUTION NO. 2025-087R

RESOLUTION NO. 2025-087R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A FIRST AMENDMENT TO AND EXTENSION OF THE CONTINUING CONTRACTS BETWEEN THE CITY OF ST. CLOUD AND AYRES ASSOCIATES, INC., G-A-I CONSULTANTS, INC., KLAVON DESIGN ASSOCIATES, INC., RVI PLANNING + LANDSCAPE ARCHITECTURE, INC., AND VANASSE HANGEN BRUSTLIN, INC. FOR CONTINUING PLANNING AND LANDSCAPE ARCHITECTURAL SERVICES, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has continuing contracts for Continuing Planning and Landscape Architectural Services, dated August 3, 2022, with Ayres Associates Inc., dated July 13, 2022, with G-A-I Consultants, Inc., dated July 12, 2022, with Klavon Design Associates, Inc., dated January 17, 2023, with RVi Planning + Landscape Architecture, Inc., dated September 6, 2022, with Vanasse Hangen Brustlin, Inc., and

WHEREAS, the City wishes to extend the continuing contracts for an additional year per Section 5 of the agreements, and

WHEREAS, the extended terms of the agreements will be for one (1) year from the expiration of their respective initial terms.

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

SECTION I. The City Manager is authorized and is directed to enter into First Amendments to the agreements, as approved by the City Attorney, between the City of St. Cloud and Ayres Associates, Inc., G-A-I Consultants, Inc., Klavon Design Associates, Inc., RVi Planning + Landscape Architecture, Inc., and Vanasse Hangen Brustlin, Inc.

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

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

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida this 14th day of August, 2025.

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

City of St. Cloud
Procurement Services Department
1300 9th Street, Building A, 2nd Floor
St. Cloud, Florida 34769

☐ Request for Proposal (RFP) ☒ Request for Qualifications (RFQ) ☐ Invitation to Bid (ITB) ☐ Request for Quotes (QUO)

2022-018 Continuing Planning and Landscape Architectural Services

PRE-RESPONSE CONFERENCE: ☐ Non-Mandatory ☐ Mandatory ☒ N/A ☐ Includes Site Visit
DATE: TIME: LOCATION:

QUESTION SUBMITTAL DUE DATE: Date: 1/24/2022 Time: (local time) 5:00 PM

DUE DATE FOR UPLOADING PROPOSAL: Date: 2/17/2022 Time: (local time) 2:00 PM

The City of St. Cloud, in accordance with the Consultants' Competitive Negotiations Act (CCNA), 287.055 FS, is seeking a qualified and experienced consultant for continuing planning and landscape architectural consulting services as specified in Section 2 Detailed Scope of Services and Requirements of this RFQ document.

FOR QUESTIONS RELATING TO THIS SOLICITATION, CONTACT: purchasing@stcloud.org, 407-957-7212

Submission of a bid/proposal/submittal shall constitute an acknowledgement by the Bidder that he has thoroughly examined and is familiar with the **Request for Qualifications (RFQ)**. The failure or neglect of a Bidder to examine the **Request for Qualifications (RFQ)** shall in no way relieve him/her of any obligations with respect to either his/her bid or the **Request for Qualifications (RFQ)**. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the **Request for Qualifications (RFQ)**. Questions and/or information requests will be answered in an addendum after the deadline, which will be available from Procurement Services and posted on Myvendorlink.com. It is the bidder's responsibility to verify whether any addenda have been issued and verify receipt of addenda on below to ensure any addenda are received in order to submit a responsible and responsive offer. Uploading an incomplete document may deem the offer non-responsive, causing rejection.

ADDENDA ACKNOWLEDGMENT: Prior to submitting my offer, I have verified that all addenda issued to date are considered as part of my offer: Addenda received (list all) # _____

Legal Name of Bidder: _____

DBA: _____

Authorized Representative Name/Title: _____

E-mail Address: _____ FEIN: _____

Street Address: _____

Mailing Address (if different): _____

Telephone: _____

I have carefully examined the **Request for Qualifications (RFQ)**. I hereby propose to furnish the services specified in the **Request for Qualifications (RFQ)**. I agree that my submittal will remain firm for a period of at least 90 days in order to allow the City adequate time to evaluate the submittals and determine a ranking of the most qualified firms. I certify that all information contained in this submittal is truthful. I further certify that I am duly authorized to provide this submittal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract. I further certify, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation tendering a submittal for the same service, that no officer, employee or agent of the City of St. Cloud or any other respondent is interested in said submittal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

SIGNER'S PRINTED NAME/TITLE: _____

DATE: PHONE: E-MAIL:

This page must be completed and uploaded to MyVendorLink.com with your Submittal.

1 INTRODUCTION

The City of St. Cloud is a community of approximately 54,000 residents, covering approximately 20 square miles in Osceola County, located in Central Florida. To obtain general information about the City of St. Cloud, access www.stcloud.org.

1.1 SCOPE OF SERVICES SUMMARY

The City of St. Cloud, in accordance with the Consultants' Competitive Negotiations Act (CCNA), 287.055 FS, is seeking a qualified and experienced consultant for continuing planning and landscape architectural services as specified in Section 2 Detailed Scope of Services and Requirements of this RFQ document. The successful proposer shall prove by their qualifications, experience, and plan for the work, that they will best serve the overall needs of the City. The selection of the successful proposer shall be at the City's discretion and shall be made in a prompt manner after receipt and evaluation of all responses. If you are interested in preparing a response to this RFQ, please complete all the requirements set forth in this RFQ document. Under the proposal process, the stipulations set forth herein are fully binding on the proposer to the extent that you confirm acceptance by your signature on the *Respondent's Certification* page.

1.2 PRE-RESPONSE CONFERENCE

A pre-response conference is not required for this RFQ.

1.3 TERM OF CONTRACT

After selection, Consultant will be required to negotiate and execute a Professional Services Agreement with the City. Contract term will be effective upon execution by both parties and shall remain in effect through completion of the consulting services for this project.

1.4 MINIMUM BIDDER QUALIFICATIONS

In order for a Proposal to be considered by the City, Proposers shall demonstrate, in their proposals, compliance with the following minimum requirements:

- Consultant must demonstrate experience with planning and landscape architectural services.
- Consultant licensed to do business in the State of Florida

1.5 FUND AVAILABILITY

Any Contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of St. Cloud abides by the provisions set forth in Florida Statutes relative to appropriations of funds. The ability of the successful Proposer to maintain a sense of fiscal responsibility and budgetary awareness shall be favorably considered in the ranking and award of a contract. This disclosure is being made to assist all Proposers in the gauging of their desire to participate in this Proposal and in the planning and preparation of their written response. The City reserves the right to negotiate all Proposer fees, costs, charges, for any proposed services or appurtenant requirement.

1.6 PERSONNEL

The work shall be performed and directed by the key personnel identified in the submittal from the awarded firm or individual in response to this RFQ. The awarded firm or individual shall not subcontract, assign or transfer any work under the agreement without the prior written consent of the City. Subconsultants must be identified in the submittal and shall be subject to the approval of the City. Any changes in the identified personnel shall be subject to the prior review and approval of the City. When directed by the City, subconsultants personnel whose performance or behavior is determined to be unsatisfactory shall be immediately removed. The awarded firm or individual shall provide a sufficient number of qualified personnel as necessary to effectively carry out its responsibilities under the agreement.

2 DETAILED SCOPE OF SERVICES AND REQUIREMENTS

The services to be performed through task authorizations issued under the continuing contract may consist of, but will not necessarily be limited to the following general planning and landscape architectural activities.

1. Graphical Presentation of existing conditions including existing transportation, utilities, land use, zoning, public facilities, tele-communications, and environmental features.
2. Analysis of detailed historic economic and demographic data, including regional influences and conditions.
3. Identification of historical development patterns and analysis of anticipated future trends including prior planning efforts.
4. Identification of key stakeholders and landowners who may influence the realization of any site development tasks.
5. Identification of environmental records indicating potential contamination.
6. Analysis of existing and future market conditions affecting the projected form of development and redevelopment of a specific site or area to help create viable new businesses.
7. Preparation of infrastructure master plans for utilities, roadways, mass transit, walking/bicycle paths, sidewalks, streets/streetscapes, public amenities, parks, parking, storm water management, tele-communications, and electric power, including general cost estimates for task orders requiring these tasks.
8. Create and present various conceptual design scenarios based upon expected development patterns and visioning exercises for a specific project.
9. Presentation of specific implementation strategies including funding scenarios with timing options, partnership opportunities, and grant opportunities.
10. Preparation of Comprehensive Plan Amendments, overlay plans, form-based codes and other regulating plan documents necessary to direct development.
11. Creation of public involvement, marketing, and place-making strategies to enhance the planning process for a specific project, including cultural and arts activities, social media, advertising and economic outreach programs.

3 PROPOSAL CONTENT / FORMAT

In order to achieve a more consistent evaluation of all proposals, proposals shall be submitted in the following format and include the following information:

3.1 TITLE PAGE

The title page shall list the subject “RFQ NO. 2022-018 CONTINUING PLANNING AND LANDSCAPE ARCHITECTURAL SERVICES.” It shall also contain the proposing firm’s full legal name, physical address, mailing address (if different than physical address), telephone number and e-mail address, as well as the name, address, telephone and/or cell phone number, and e-mail address of a contact person.

3.2 TABLE OF CONTENTS

The table of contents shall list all major topics with their corresponding section title or heading and beginning page number.

3.3 INTRODUCTORY LETTER

Describe information about your Firm and explain why your Firm is best suited to meet the services for this RFQ.

3.4 QUALIFICATIONS AND EXPERIENCE

All firms that submit a proposal shall meet, but not be limited to, the following minimum qualifications:

1. Familiarity and years of service to public agencies.
2. Indicate specifically the personnel who will have primary responsibility for this contract.
3. Organizational chart with team member resumes. The Respondent shall provide an organizational chart depicting the proposed project team and each team member’s role on the project. The Respondent shall identify all subconsultants.
4. Professional staff (name, project role, business address, phone number and email address) including job skills, education (degree and specification), professional training, total years of experience, years of experience with the current firm, professional registration, and other professional qualifications.
5. Identify any subconsultants who are to participate in providing services. This must include their respective tasks or disciplines they are to perform and evidence of their qualifications (name, project role, business address, phone number and email address) including job skills, education (degree and specification), professional training, total years of experience, years of experience with the current firm, years of experience working with the respondent, percent of subconsultants business to be performed for prime and also include past relationships, professional registration, and other professional qualifications.
6. Current and projected workload. Provide a list of your current and projected workload addressing the addition of the City as a client.
7. Provide a statement as to whether the proposer has, in the last five years, been a party to a lawsuit of any kind related to, in any manner, the type of services requested in this RFQ. If any such litigation exists, provide a statement as to legal style of the matter, the jurisdiction in which it was filed and the status.
8. State that the business is licensed, permitted, and/or certified to do business in the State of Florida. All required federal, state, and local licenses and permits shall be kept in force during the term(s) of the contract. Copies of all required licenses are to be provided with Consultant’s submittal.

3.5 PROJECT UNDERSTANDING AND PROPOSED APPROACH

Proposer shall include a proposed approach for providing the services outlined in the requested “Scope of Services” as understood by the Firm and the ability of the Firm to provide such resources.

3.6 SIMILAR PROJECTS AND REFERENCES

To demonstrate experience and success in conducting similar work, the proposer shall provide a minimum of five (5) similar contracts that best illustrates the proposed team’s qualification for the scope of services indicated in this RFQ. This shall include project name, project start and completion date, client name and contact information, project staff involved from the proposed project team as listed on the organization chart (to be included with submittal); and a detailed description of the project and its applicability to evaluation of this RFQ.

3.7 ADDITIONAL DATA TO SUPPORT PROPOSAL

Provide a copy of your current certificate of insurance. During the entire period of performance of any contract resulting from this solicitation, the successful Proposer shall procure and maintain the minimum insurance coverage required by the City of St. Cloud as stipulated in the insurance attachment (Refer to Attachment ‘C’). Policies other than Workers’ Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the company by the Department of Insurance of the State of Florida to conduct business in the State of Florida, with a minimum A.M. Best rating of VII/A-. Proof of such insurance must be provided to the City prior to beginning contract performance.

4 INSTRUCTIONS TO BIDDERS

4.1 PUBLIC RECORD STATEMENT

By submitting a proposal to the City of St. Cloud, each Bidder acknowledges and understands that the City of St. Cloud is a public agency subject to Chapter 119 Florida Statutes (“Public Records Law”) and all responses are deemed a public record and open to public scrutiny. Any Proposal document the Bidder submits will be a public record when the City of St. Cloud provides notice of an intended decision or 30 days after opening the bids, proposals, or final replies, whichever is earlier. Trade Secrets, certain background financial information, and other items, may constitute exemptions to disclosure under the Public Records law. Bidder expressly understands records associated with this project are public records and agrees to comply with Florida’s Public Records Law, to include:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services contemplated herein.
2. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this Florida’s Public Records law or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfers, at no cost, to the City, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

5. **If Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contractor shall contact the City's custodian of public records at City Clerk's Office, 1300 9th Street, St. Cloud, Florida 34769, telephone 407-957-7300, email cityclerk@stcloud.org.**

4.2 ACKNOWLEDGEMENT

1. Submission of a proposal shall constitute an acknowledgement by the Bidder and certifies that they have thoroughly examined and is familiar with the Request for Proposal. The failure or neglect of the Bidder to examine the RFQ shall in no way relieve him/her of any obligations with respect to either his/her proposal or the RFQ. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the Request for Proposal.
2. The selected Bidder shall comply with all Federal and State requirements, to include 2 Code of Federal Regulations (CFR) Part 200, Uniform Guidance, listed in Attachment 'B', and any subsequent revisions and updates.
3. All proposals must be signed with the firm's name and by an authorized signer of the firm. Obligations assumed by such signature must be fulfilled.
4. Alternate proposals will not be considered unless they are specifically called for in this solicitation.
5. From the issue date of this solicitation packet until a selection decision is made, no unauthorized contact related to this solicitation will be allowed between a Bidder, their employees or subcontractors and any elected or appointed officials, City Manager or any City staff, with the exception of the Procurement Services Department. Any unauthorized contact will disqualify the Bidder from further consideration.
6. Any protest shall be in accordance with St. Cloud Procurement Policy.
7. The selected Bidder agrees to provide, within ten (10) calendar days from the notice of award, insurance requirements in accordance to the requirements in the terms and conditions specified in section 1.7. All policies shall be subject to approval by the City of St. Cloud, and issued by companies authorized by the State of Florida's Department of Insurance to conduct business in the State of Florida.
8. The selected Bidder agrees that it and its subcontractors have a Drug-Free Workplace Program that complies with Florida §§ 287.087. Refer to required forms.
9. The selected Bidder shall submit only one proposal/bid in response to this solicitation packet, and shall have no financial interest in other entities submitted proposals/bid responses for the same solicitation packet.
10. Neither the selected Bidder, nor its affiliates, nor anyone associated with them shall have any potential conflict interest due to any other clients, contracts, business relationships or property interests for this solicitation packet's scope of work.
11. No member of the selected Bidder's ownership, management, or staff shall have a vested interest in any of the City, nor any business or other relationship with any of the City's employees, officers, directors, or elected officials that create a conflict of interest or the appearance of a conflict of interest. All Bidders/Proposers must disclose with their Bid/ Proposal the name of any officer, director, or agent, who is also an employee of the City. Further, all Bidders/Proposers must disclose the name of any City employee who owns, directly or indirectly, any interest in the

Bidder's/Proposer's firm or any of its branches. The Award hereunder is subject to provisions of State Statutes and City Ordinance.

12. No member of the selected Bidder's ownership or management is presently applying for an employee position or actively seeking an appointment with the City.
13. The selected Bidder, or authorized signatory, shall provide written notice to the City in the event that a conflict of interest is identified at any time.

4.3 REQUEST FOR ADDITIONAL INFORMATION

The respondent shall furnish such additional information as the City of St. Cloud may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The City reserves the right to make investigations of the qualifications of the respondent as it deems appropriate, including but not limited to, a background investigation.

4.4 ECONOMY OF PREPARATION

Submittals should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to fulfill the requirements.

4.5 PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Record Law) and except as may be provided by other applicable State and Federal Law, all respondents should be aware that the Request for Proposals and the responses are in the public domain. However, the respondents are requested to identify specifically any information contained in their submittals which they consider confidential and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received from respondents in response to this Request for Proposals will become the property of the City of St. Cloud and will not be returned to the respondents. In the event of award, all documentation produced as part of the contract will become the exclusive property of the City, unless otherwise specified in the contract.

4.6 STATEMENT OF NO RESPONSE

The City of St. Cloud Procurement Services Department is committed to continuously improving its processes to receive maximum participation from the industry/market. The City is requesting that firms and individuals, who *do not wish to bid* on this RFQ, complete the No Response Form (Refer to Attachment 'D') and send to purchasing@stcloud.org briefly explaining their "no response" decision. This will help to improve the solicitation process and any future communications.

4.7 GENERAL INFORMATION

Bidders shall prepare Proposals in accordance with the requirements of these Instructions to Bidders. Not preparing a Proposal, in accordance with such instructions, implies that the Bidder does not intend to comply with all the proposed contract conditions. Such proposals will be considered irregular and **may be rejected**.

The City of St. Cloud will receive Proposals through the MyVendorlink.com system for goods, equipment, materials, and related services set forth in the included specifications and documents.

4.7.1 COMMON TERMS

The City of St. Cloud and Bidders (the parties) agree that the following phrases each shall have the meaning provided here and may be used interchangeably:

1. "Bidder(s)", "Supplier(s)", and "Proposer(s)" shall mean the organization, party, person, firm, company, corporation, partnership, joint venture, or other type of entity responding to this solicitation.
2. "Solicitation" shall mean, "Request for Proposal(s)", "RFP", "Request for Qualifications", "RFQ", "Request for Quote", "QUO", "Invitation to Bid", "ITB", "Solicitation Package" or, "Solicitation Packet", to which the Bidder is responding.
3. "Bid(s)", "Proposal(s)", "Submittal(s)" or "Quote(s)" shall mean the documents formally submitted to the City of St. Cloud by each of the Bidders responding to this solicitation packet.

4.7.2 SUBMITTAL

Bidders shall submit Proposals in accordance with the instructions and schedule included in the solicitation containing these specifications and documents.

4.7.3 ALTERNATE BIDS

Alternate bids will not be considered unless they are specifically called for in this solicitation.

4.7.4 WITHDRAWAL

Bidders may withdraw, alter, and resubmit their Proposals through MyVendorLink.com at any time prior to the Proposal due date and time. Proposals may not be withdrawn, altered, or resubmitted after the Proposal due date and time. The City of St. Cloud may request clarifications and additional information after proposal submission.

4.7.5 General Terms and Conditions

Refer to Attachment 'E'.

4.8 ELECTRONIC SUBMITTAL OF THE PROPOSAL

To ensure correct Proposal formatting, Bidders shall:

1. Submit Proposals electronically through MyVendorlink.com.
2. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf).
3. Enable printing on files submitted.
4. Clearly identify the RFQ Number, Name, Submission Date, and Bidder Name on the Response Cover Page.
5. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.
6. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
7. Follow all instructions outlined in this RFQ and provide all requested information.

The City of St. Cloud may ask the selected Bidder to supply one hard copy with the original, written signatures and original compliance forms, prior to the contract execution. Do not submit following both methods unless otherwise instructed.

4.9 COMPLIANCE FORMS (REFER TO ATTACHMENT 'F')

4.9.1 RESPONDENT'S CERTIFICATION

Each bidder shall submit copies of an executed and notarized Respondent's Certification.

4.9.2 PUBLIC ENTITY CRIMES

Each bidder shall submit copies of an executed and notarized Sworn Statement under Section 287.133(3)(a) and 287.135, Florida Statutes, on Public Entity Crimes and Scrutinized Companies.

4.9.3 AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT

Each bidder shall submit copies of an executed and notarized American's With Disabilities Act (ADA) Disability Nondiscrimination Statement.

4.9.4 BUSINESS ENTITY AFFIDAVIT (VENDOR/BIDDER DISCLOSURE)

Each bidder shall submit copies of an executed and notarized Business Entity Affidavit (Vendor/Bidder Disclosure).

4.9.5 DRUG-FREE WORKPLACE COMPLIANCE FORM

Each bidder shall submit copies of an executed and notarized Drug-Free Workplace Compliance Form under 287.087, Florida Statutes.

4.9.6 NO LOBBYING AFFIDAVIT

Each bidder shall submit copies of an executed and notarized No Lobbying Affidavit.

4.9.7 VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Each bidder shall submit copies of an executed and notarized Vendor Certification Regarding Scrutinized Companies Lists under 287.135, Florida Statutes.

4.9.8 CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

Each bidder shall submit copies of an executed and notarized Certification for Contracts, Grants, Loans, and Cooperative Agreements under 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

4.9.9 E-VERIFY COMPLIANCE FORM

Each bidder shall submit copies of an executed and notarized E-Verify Compliance Form.

4.10 LOCAL VENDOR PREFERENCE (NOT APPLICABLE)

The City of St. Cloud has established a Local Vendor Preference by Ordinance No. 2020-19 to apply to all purchases or acquisitions of products, material and services for the City of St. Cloud, except as may be exempted by applicable State or Federal law. Unless the vendor has been predetermined by the City to meet the criterion, a Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid. Please see Attachment 'G' City of St. Cloud Local Vendor Affidavit of Eligibility.

4.11 MINORITY/WOMEN BUSINESS ENTERPRISES (M/WBE)

The City of St. Cloud encourages the full and equitable participation of Minority and Women Business Enterprises (M/WBE) in the procurement of services.

As part of the Proposal, please indicate the percentage of bid amount to be subcontracted with M/WBE subcontractors during the activities outlined in this RFQ. Describe the Bidder's plan for utilizing small business, minority, and/or disadvantaged entrepreneurs, and local participation in pre-qualifying vendors and subcontractors, if such a plan exists.

4.12 PROPOSAL PREPARATION COSTS

The City of St. Cloud shall not compensate any bidder for preparation of responses to this invitation to bid.

4.13 SUBSTITUTIONS (IF APPLICABLE)

The City of St. Cloud is seeking proposals that meet all technical and commercial requirements as outlined in this solicitation. The materials, products and equipment described in this solicitation packet establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. Should any Bidder/Proposer desire to use products other than those specified, Bidder/Proposer shall request permission to do so via email to purchasing@stcloud.org at least fifteen (15) days prior to bidding, providing all necessary data. If a Bidder/Proposer is unable to obtain written approval of a proposed substitution prior to the date, Bidder/Proposer shall base their bid on the exact item specified. The permission, if granted, will be communicated by Addendum to all bidders.

4.14 CLARIFICATIONS

If a prospective Bidder has doubt as to the true meaning of any part of the solicitation, they may submit a written request for clarification through purchasing@stcloud.org; **verbal requests will not be accepted.** The Bidder should reference the Solicitation Package page number and section heading on any clarification requests.

Failure of the Bidder to request information or make inquiries will not relieve them of any responsibility to perform under the terms of any contract awarded for the work in accordance with subsequent clarifications.

The City of St. Cloud shall issue an addendum to all Bidders, via MyVendorlink.com, following the deadline for questions.

4.15 LOCAL CONDITIONS

Each Bidder shall have thorough knowledge of conditions, factors, and scope of

work, which would affect the execution and completion of the requested work. If required, site visits may be held the day of the Pre-Response Conference.

Bidders shall investigate properly and consider all such factors in the preparation of every Proposal submitted. The City of St. Cloud shall not permit claims for financial adjustment based on the lack of prior information or its effect on the cost of the work.

4.16 SOLICITATION OPENING

The City of St. Cloud shall open Proposals electronically via MyVendorLink.com on the RFQ Due date.

4.17 SOLICITATION SCHEDULE

The City of St. Cloud shall adhere to the stated schedule during the solicitation process, unless a change notice is issued to the Bidders via a written addendum. The City of St. Cloud reserves the right to postpone the date and time announced for the opening of proposals at any time.

4.18 PROPOSAL ACCEPTANCE AND REJECTION

The City of St. Cloud reserves the right to accept or reject any and/or all Bids/Proposals, with or without cause, when in the best interest of the City. The City also reserves the right to withdraw all or part of this request at any time in order to protect the City's interest. The City reserves the right to reject any proposal found to be non-responsive, vague, non-conforming, or irresponsible. The City of St. Cloud reserves the right to make such investigation as it deems necessary to make this determination. Additional information shall be provided by the Vendor if requested by the City. Such information may include, but shall not be limited to, current financial statements, verification of availability of equipment and personnel, and past performance goals. The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive irregularities in the procedure if, in the City's judgment, it will best serve the City's interests. The desire of the City of St. Cloud to pursue proposals shall in no way obligate the City to execute a contract with proposer(s).

4.19 PROPOSAL EVALUATION CRITERIA

The City of St. Cloud shall evaluate the Proposal based on the information provided by each of the Bidders. The City of St. Cloud will establish an Evaluation Committee consisting of a minimum of three (3) members to evaluate and rank all responsive proposals utilizing the following evaluation scoring system with the highest possible score being 100 points.

EVALUATION CRITERIA	POINTS
Qualifications	0 - 40
Project Understanding and Proposed Approach	0 - 30
Similar Projects and References	0 - 30

Total Points	100
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The evaluation factors used for scoring and determining rankings are listed above. Interviews of proposers will only be conducted if the Evaluation Committee is unable to make a determination after evaluation of the proposals. The City reserves the right to forego the interview process if the Evaluation Committee feels that adequate rankings have been provided by the initial review and evaluation of proposals.

Each Bidder acknowledges that the City of St. Cloud shall evaluate all Proposals and may initiate clarification discussions or seek additional information from all or some of the Bidders to fully understand any unclear elements of their proposals.

The City of St. Cloud reserves the right to consider historic information and facts, whether gained from the Bidder's Proposal, pre-proposal conference, references, and/or other sources during evaluation process. The City of St. Cloud may conduct such investigations to assist with the evaluation of any Proposal. The investigation also serves to establish the Bidders', subcontractors', and other related entities' responsibility, qualifications, and financial ability to fulfill the Proposal requirements to the City's satisfaction, within the prescribed time.

The Bidder solely is responsible to submit information related to the evaluation categories. The City of St. Cloud is under no obligation to solicit such information. Failure of the Bidder to submit information may cause an adverse impact on the Proposal's evaluation.

4.20 CANCELTATION

Prior to the final execution of a Contract or full Notice to Proceed, the City of St. Cloud reserves the right to rescind said award without prior notice to Bidders. In addition, the City of St. Cloud may reject all Proposals, reissue the solicitation packet, or re-award the contract.

4.21 BID BOND (IF APPLICABLE)

Bidder may be required to submit a certified check or cashier's check drawn on an acceptable bank, or an acceptable bid bond executed by the Bidder and a surety company authorized to do business in the State of Florida. The value of the bid bond shall be **five percent (5%)** of the proposal price schedule. When submitting a Proposal through MyVendorLink.com, the Bidder shall provide a copy of the check and express mail the original check to the delivery location provided on the first page of the Solicitation Packet Form.

The bid bond guarantee shall be made payable without condition to the City of St. Cloud. The amount of the check or bond may be retained and forfeited to the City of St. Cloud as liquidated damages if the Proposal results in a contract award and the Bidder fails to honor the accepted terms.

The City of St. Cloud shall return the selected Bidder's bid bond when the Bidder executes the contract and files a satisfactory payment and/or performance bond, if required. The City of St. Cloud may retain the bid bond of the second highest ranked Bidder for a period not to exceed thirty (30) days, pending the execution of the contract by the selected Bidder. The City of St. Cloud shall return the bid bond of each unsuccessful Bidder upon request, after the contract is awarded or when the Proposal is rejected.

4.22 PAYMENT AND PERFORMANCE BOND (IF APPLICABLE)

The selected Bidder may be required to furnish Payment and Performance Bonds to the City of St. Cloud per Florida Statutes, Section 255.05 equal to 100 percent of the total bid amount as specified in the contract documents. Bond forms will be furnished by the City and only those forms will be used. Per Florida Statute 255.05, upon approval and award of the project, the performance and payment bonds are required to be recorded by the awarded contractor in the public records of Osceola County, Florida. An original or certified copy of the bonds must be returned to the City of St. Cloud Procurement Services Department. A surety company, authorized to do business in the State of Florida and acceptable to the City of St. Cloud, shall sign the bonds. The bonds shall be dated with the actual execution date. With these bonds, the responsible party shall file certified copies of the power of attorney of such attorney-in fact signing the bond on behalf of the surety, and such certificates shall be certified to show that such power of attorney was in effect to and including the date of the actual execution of the bonds. If bonds are required, they shall remain in full force and effect until satisfactory completion of any specified performance guarantee tests, or satisfactory completion of all other contractual requirements, which shall occur last. The City of St. Cloud shall furnish a copy of the selected Bidder's bond to any lienor demanding that bond under the provisions of Florida Statutes.

4.23 CONTRACT AND EXECUTION

"Contract" shall mean the solicitation documents as defined and listed herein, advertisement, instructions to bidders, bid form, bid bond, contract agreement, payment and performance bonds, general and special conditions, and specifications, together with all addenda and supplemental agreements. The selected Bidder shall execute the necessary contractual forms, and return the executed forms within ten (10) business days of receipt of forms for execution.

4.24 AWARD

The City of St. Cloud Procurement Services Department will present the selected firm to the City Council for approval or rejection of all or some categories of submittals within ninety (90) calendar days from the date of opening of submittals.

4.25 TAXES, PERMITS, AND LICENSES

The Bidder's attention is directed to the General Terms and Conditions (Refer to Attachment 'E') and the Florida Statutes regarding taxes, permits, and licenses. It shall be the Bidder's responsibility to determine the applicable taxes, permits, and licenses. If the Bidder has doubt as to whether or not a tax, permit, or license is applicable, they shall state in their proposal whether this item has been included in their proposal price and the amount of the applicable tax, permit, or license in question.

4.26 ERRORS AND OMISSIONS

Bidders or their authorized representatives are expected to be fully informed as to their conditions, requirements and specifications before submitting proposals; failure to do so will be at the Bidder's own risk. In case of error of extension of prices in the proposal, the unit price shall govern.

5 ATTACHMENTS

- Attachment 'A': Sample Agreement
- Attachment 'B': Federal Requirements (when applicable)
- Attachment 'C': Insurance Requirements
- Attachment 'D': No Response Form
- Attachment 'E': General Terms and Conditions
- Attachment 'F': Required Forms

**CONSULTANT SERVICES AGREEMENT
BETWEEN THE CITY OF ST. CLOUD, FLORIDA
AND _____ FOR**

Continuing Planning and Landscape Architectural Services

THIS AGREEMENT, made this _____ day of _____, 20____, between the City of St. Cloud, Florida, a Municipal Corporation of the State of Florida, (hereinafter referred to as the "CITY") and _____, a Florida Profit Corporation, whose address is _____ (hereinafter referred to as "CONSULTANT").

NOW THEREFORE, in consideration of the covenants, representations and agreements herein contained, the parties agree as follows:

1. **SCOPE OF SERVICES:** The CONSULTANT shall furnish all labor, materials, equipment, transportation and perform all of the work described in the bid documents and specifications contained in Request for Qualifications No. 2022-018 Continuing Planning and Landscape Architectural and Consulting Services and CONSULTANT'S response thereto, attached hereto and incorporated herein as Exhibit "A," all of which is incorporated and made a part hereof and shall do everything required by this Agreement.

2. **COMPENSATION SCHEDULE:** The CITY agrees to and does engage CONSULTANT to perform the professional services for compensation described herein and as set forth in Exhibit "A" attached hereto and incorporated herein and the parties do further agree:

- a. As a condition precedent to receiving payment, CONSULTANT shall have been authorized to proceed by CITY for the specific task or phase, shall not be in default of any of the terms and conditions of this Agreement and shall provide to CITY an invoice.
- b. CITY shall pay all valid, approved and undisputed invoices pursuant to Florida Statute Section 218.70, the Prompt Payment Act, and all City Policies promulgated thereby. In the event that CITY disputes any invoice submitted, it shall advise CONSULTANT in writing and said invoice shall not be deemed due and payable under this agreement. Neither the CITY's review approval or acceptance of, nor payment for, any services provided hereunder shall be construed to operate as a waiver of any rights under this Agreement and the CONSULTANT shall be liable to CITY for any and all damages to CITY caused by the CONSULTANT's negligent or wrongful performance of any of the services furnished under this Agreement.
- c. CONSULTANT agrees to assign competent professionals to perform the assigned responsibilities and duties faithfully, intelligently, and to the best of their ability, and in the best interest of CITY during the term of this Agreement. All services provided shall be performed in accordance with this Agreement and with any and all applicable law, professional standards and guidelines. CITY may request CONSULTANT to make changes in the scope of services or make revisions to the work performed. Any changes or revisions requested by CITY that are not due to consultant error, omission or negligence will be incorporated into the scope of services by written amendment to this agreement and the consultant may be entitled to additional compensation upon the agreement of the parties. Consultant will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed.

2. **AUTHORIZATION TO PROVIDE SERVICES:** CONSULTANT shall not be

authorized to provide any services as set forth above until such time as CONSULTANT has received specific authorization from the City Manager, or his designee.

3. **TERM.** This Agreement shall become effective upon execution by both parties and shall remain in effect for three (3) years. Thereafter, the terms of the Agreement may be extended for additional one-year periods, upon mutual agreement of both parties, but such option to extend may only be utilized two (2) times unless authorized by the City.

4. **TERMINATION.**

a. The non-breaching party upon breach of the terms and conditions contained herein may terminate this Agreement.

b. Additionally, CITY shall have the right to terminate the agreement, for any reason, upon thirty (30) days written notice to the CONSULTANT. In the event of termination by the CITY pursuant to this section 4b, CONSULTANT shall be compensated in accordance with the services completed and accepted, as of the date of the termination and as set forth in the Scope of Services.

c. City may terminate this agreement at any time in accordance with Section 287.135 Florida Statutes, as may be amended.

5. **RESPONSIBILITIES OF CONSULTANT.** In addition to all other responsibilities provided herein, CONSULTANT expressly understands and agrees that, through the above-referenced assigned personnel, it shall perform all of the services required in the Scope of Services, and further agrees as follows:

a. CONSULTANT may retain subcontractors to provide any of the services contemplated herein. Said subcontractors shall be used at the sole expense of CONSULTANT, under the direct supervision of CONSULTANT and with the prior written approval of CITY.

b. CONSULTANT expressly acknowledges that any and all documents, logos, marketing and advertising material, plans, designs, reports, and specifications related to the project and acquired or created by CONSULTANT shall remain, at all times the property of CITY and CONSULTANT. CONSULTANT, therefore, shall preserve and maintain said records and shall immediately provide copies of them to CITY upon termination of this Agreement.

6. **RESPONSIBILITIES OF CITY.** The City shall provide full information, as reasonably directed by CONSULTANT, regarding the requirements of the project.

7. **AUTHORIZED REPRESENTATIVE OF THE CITY.** During the term of this Agreement, the City Manager shall be the designated representative authorized to act on behalf of the CITY, as provided by law, with respect to the project.

8. **INSURANCE PROVIDED BY CONSULTANT.**

a. **Workers Compensation.** CONSULTANT agrees to pay for and maintain in full force and affect all applicable workers compensation insurance as required by Federal and Florida Law.

b. **Comprehensive Automobile Liability.** CONSULTANT agrees to pay for and

maintain in full force and effect at all times during the term of this Agreement, bodily injury and property damage liability insurance. The limits of said policies shall be in an amount approved by the CITY.

c. Proof of Insurance. Upon CITY's request, CONSULTANT agrees to provide to CITY reasonable proof of the aforementioned policies of insurance, or certificates of the issuance thereof, as evidence of the compliance by the CONSULTANT with the terms and provisions contained herein.

d. Loss of Insurance. If during the period which an insurance company is providing the coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with any applicable Florida Law, or 3) fail to maintain the Best Rating and Financial Size Category, CONSULTANT shall, as soon as it has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to CITY, the CONSULTANT shall be deemed in default of this Agreement.

e. Insurance Coverage Not Limitation of Liability. The maintenance of insurance coverage as provided herein shall not be construed to limit or have the effect of limiting CONSULTANT's liability to CITY under the provision of any clause or paragraph contained in this Agreement.

f. Consequential Damages. Notwithstanding anything to the contrary in this AGREEMENT, neither party shall have any liability to the other party for indirect, consequential or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.

9. INDEMNIFICATION. CONSULTANT agrees to hold harmless and indemnify, including attorney fees, CITY, its officers, employees and agents against any and all claims, losses, damages or lawsuits for damages, arising from or related to negligent acts, errors or omissions of the CONSULTANT.

10. INDEPENDENT CONTRACTOR. The parties agree that at all times and for all purposes within the scope of this Agreement, the relationship of CONSULTANT and CITY is that of an independent contractor.

11. FORCE MAJEURE. With regard to the performance hereunder, CONSULTANT shall not be deemed to be in default of this agreement, or have failed to comply with any term or conditions herein if, for reasons beyond CONSULTANT's reasonable control (including, without limitation, acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, permits or other compliance with applicable laws, rules and regulations), such performance is not reasonably possible within such time periods, then the time for such performance shall be extended until removal of such reasons beyond CONSULTANT's reasonable control, provided that CONSULTANT commences such performance as soon as reasonably possible and diligently pursues such performance.

12. NOTICES. All notices shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized overnight courier service to the address of the party set forth below. Any such notice shall be

deemed given when received by the party to whom it is intended.

CONSULTANT:

Attn.: _____

CITY:

City of St. Cloud
 Attn.: William Sturgeon, City Manager
 1300 9th Street
 St. Cloud, Florida 34769

13. **PROHIBITION AGAINST CONTINGENT FEES.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee/contractor working solely for CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this agreement. For breach or violation of this provision, in addition to any and all remedies available to CITY, CITY shall have the right to terminate this agreement without liability and to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

14. **GENERAL PROVISIONS.**

a. **Assignment and Disclosure of Intellectual Property.** All original works of authorship that are made by the CONSULTANT or its representatives (solely or jointly with others), within the scope of, those described as works for hire and during the period of CITY'S agreement with the CONSULTANT and that are protectable by copyright as that term is defined in the United States Copyright Act and that the CONSULTANT will be considered the author thereof and shall have expressly authorized the use thereof by CITY for all purposes consistent with this Agreement. Any reuse of the Work described above without written verification or adaptation by Consultant, as appropriate, for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to Consultant. Any future verification or adaptation of such Work will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

b. **Pre-suit Mediation.** Prior to, and as a condition precedent to the commencement of any lawsuit or administrative proceeding to resolve any disputes arising out of this Agreement the parties agree that the dispute first shall be submitted to non-binding mediation before a business mediation organization approved by the parties. Such mediation shall be held at the CITY's offices at the address set forth in this Agreement. The parties shall bear the costs of the mediation equally.

c. **Waiver.** The waiver by CITY of breach of any provision of this Agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this Agreement.

d. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part

thereof, shall be deleted or modified in such a manner as to make the Agreement valid and enforceable under applicable law, the remainder of this Agreement and the application of such a provision to other persons or circumstances shall be unaffected, and this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

e. Amendment. Except for as otherwise provided herein, this Agreement may not be modified or amended except by an Agreement in writing signed by both parties.

f. Entire Agreement. This Agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes all prior and contemporaneous agreements between the parties with respect to the performance of services by CONSULTANT.

g. Assignment. This Agreement is personal to the parties hereto and may not be assigned by CONSULTANT, in whole or in part, without the prior written consent of CITY.

h. Venue. The parties agree that the sole and exclusive venue for any cause of action arising out of this Agreement shall be Osceola County, Florida.

i. Applicable Law. This Agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.

j. Records. CONSULTANT expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law, to include, to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services contemplated herein.
- (b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in this Florida's Public Records law or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.
- (e) **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSULTANT SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1300 9th STREET, ST. CLOUD,**

FLORIDA 34769, TELEPHONE 407-957-7300, EMAIL
CITYCLERK@STCLOUD.ORG.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes herein expressed on the date first above written.

CITY OF ST. CLOUD

NAME OF CONSULTANT

BY:

BY:

William E. Sturgeon, City Manager

Print Name/Title

ATTEST:

ATTEST:

Linda P. Jaworski, City Clerk

Print Attest Name

Federal Requirements (when applicable)

A. 2 CFR. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Contractor shall comply with the Federal requirements per 2 Code of Federal Regulations (CFR) Part 200 Super Circular, titled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", effective December 26, 2014, and any subsequent revisions and updates to 2 CFR. Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".

B. Federal Equal Opportunity Employer Requirement.

1. The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all subcontractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.
2. During the performance of this contract, the Contractor agrees as follows:
 - a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g) The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs a) through f) in every subcontract or Purchase Order (PO) unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, as amended

by Executive Order 11375, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or PO as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

C. Compliance of Reporting Requirements.

The Contractor hereby acknowledges that the City has the responsibility for providing required reporting, including financial information, program progress, and real property status, in accordance with 2 CFR. § 200.327, 2 CFR. § 200.328, and 2 CFR. § 200.329 on frequencies established by the Federal awarding agency.

D. Access to Records.

The following access to records requirements apply to this contract in respect to federal financial assistance awards:

- (a) The CONTRACTOR agrees to provide the City, the State of Florida, the Federal grantor agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (b) The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (c) The CONTRACTOR agrees to provide the Federal grantor agency administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

E. Retention of Records.

1. The City shall retain all records related to this project for three (3) years from the date of final expenditure report for projects funded by the FEMA PA program.
2. The Contractor shall retain all records related to this Agreement for three (3) years after termination of this contract.

F. Compliance with the Contract Work Hours and Safety Standards Act.

1. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph A of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this section, in the sum of \$10 for each Day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph A of this section.
3. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or

upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this section.

4. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 3 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 3 of this section.

G. Clean Air Act and The Federal Water Pollution Control Act.

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

H. Suspension and Debarment.

1. This contract is a covered transaction for purposes of 2 CFR. Part 180 and 2 CFR. Part 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR. § 180.995), or its affiliates (defined at 2 CFR. § 180.905) are excluded (defined at 2 CFR. § 180.940) or disqualified (defined at 2 CFR. § 180.935).
2. The Contractor must comply with 2 CFR. Part 180, subpart C and 2 CFR. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the City of St. Cloud. If it is later determined that the Contractor did not comply with 2 CFR. Part 180, subpart C and 2 CFR. Part 3000, subpart C, in addition to remedies available to the Florida Department of Emergency Management (recipient) and the City of St. Cloud (sub-recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Proposer agrees to comply with the requirements of 2 CFR. Part 180, subpart C and 2 CFR. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

I. Byrd Anti-Lobbying Amendment, 31 U.S. C. § 1352 (As Amended).

1. Contractors who apply or propose for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
2. Federal Form 'C.1' titled "44 CFR. Part 18 – Certification Regarding Lobbying" is hereby attached and made a binding part hereof.

J. Procurement of Recovered Materials.

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:
 - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b) Meeting contract performance requirements; or
 - c) At a reasonable price.
2. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

K. Department of Homeland Security (DHS) Seal, Logo and Flags.

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific pre-approval from the appropriate Federal agency.

L. Compliance with Federal Law, Regulations and Executive Orders.

This is an acknowledgement that Federal and state financial assistance may be used to fund payment for services provided under this contract. The Contractor will comply with all applicable federal law, regulations, executive orders, as well as policies, procedures and directives of the respective funding Federal grantor agency.

M. No Obligation by the Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the contract.

N. Fraud and False or Fraudulent or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

O. Compliance with the "Davis-Bacon Act":

- (a) In accordance with the requirements of the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction) as amended, all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act. CONTRACTORS are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTORS must pay wages not less than once a week.
- (b) The CITY shall report all suspected or reported violations to the appropriate Federal agency in accordance with 2 C.F.R. Part 200, Appendix II, ¶ D

P. Compliance with the Copeland "Anti-Kickback Act":

- (a) The CONTRACTOR hereby agrees to comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- (b) Each CONTRACTOR or SUBCONTRACTOR are hereby prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- (c) The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The

- prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (d) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR and subcontractor as provided in 29 C.F.R. § 5.12.
 - (e) The CITY shall report all suspected or reported violations to the appropriate Federal agency in accordance with 2 C.F.R. Part 200, Appendix II, ¶ D

Q.

Hatch Act

The CONTRACTOR shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

City of St. Cloud Insurance Requirements

FAX OR E-MAIL THIS IMMEDIATELY TO YOUR INSURANCE AGENT

Please have your insurance agent fax or e-mail an acceptable Certificate of Liability Insurance (in Word or PDF format) no later than **30 DAYS PRIOR TO THE PROJECT START DATE** to:

City of St. Cloud
Attention: Procurement Services Department
1300 9th Street, Building A, 2nd Floor
St. Cloud, Florida 34769
E-mail: purchasing@stcloud.org Fax: (407) 957-7369

The certificate of liability insurance must reflect the following:

Insurers

Must have an A.M. Best Financial Strength Rating of A- or better and Financial Strength Category of VII or better. *Proof of the insurer's rating and category size must accompany the certificate of liability insurance.*

General Liability*

Required for all contractors and vendors.

- \$1,000,000 Each Occurrence
- \$50,000 Fire Damage (Any one fire)
- \$0 Medical Expenses (Any one person)
- \$1,000,000 Personal and Advertisement Injury
- \$2,000,000 General Aggregate
- \$1,000,000 Products – Comp/Op Aggregate

Auto Liability*

Required if vendor vehicle will be on City property.

- \$1,000,000 Combined Single Limit
(required when vehicle is used to perform contracted work)
- \$500,000 Combined Single Limit
(required for all other contractors/vendors for vehicle driven to/from worksite)

Garage and Garage Keepers Liability*

Required if a city vehicle is being repaired at your facility.

- \$1,000,000 Each Occurrence

Excess Liability*

Required when specified by contract.

- \$2,000,000

Worker's Compensation*

Required if two or more employees are employed. *WC Statutory limits must be marked.*

Other (as applicable)*

- Liquor Liability (Hold harmless agreement and authorization by the City Council): \$1,000,000 minimum
- Builder's Risk Insurance: Completed project amount
- Environmental/Pollution Liability Insurance: \$1,000,000 minimum
- Professional Liability: \$1,000,000 minimum
- Other: Project specific

Description of Operations

The City of St. Cloud must be listed as an Additional Insured. The project name and dates (both begin and end dates) must be included.

Certificate Holder Should be listed as follows:

City of St. Cloud
Attention: Procurement Services Department
1300 9th Street, Building A, 2nd Floor
St. Cloud, Florida 34769

**The City of St. Cloud reserves the right to require increased limits of coverage. Refer to the bid specifications for details.*



CERTIFICATE OF LIABILITY INSURANCE

RFP 2020-018 Continuing Planning and Landscape Architectural Services DATE (MM/DD/YYYY)
09/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agency, Inc. 123 Main Street Small Town, FL 34769	CONTACT NAME: John Doe		
	PHONE (A/C, No, Ext): 555-555-5555	FAX (A/C, No): 555-555-5556	
	ADDRESS: john@insuranceagency.com		
INSURED Contractors, Inc. 456 Main Street Small Town, FL 34769	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ABC Company		123456
	INSURER B: DEF Company		456789
	INSURER C: GHI Company		101112
	INSURER D:		
	INSURER E:		
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	X	X	ABC123	01/01/20	01/01/21	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X	X	ABC456	01/01/20	01/01/21	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED \$ RETENTION \$			ABC789	01/01/20	01/01/21	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	NTA	DEF123	01/01/20	01/01/21	☒ WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability			GH123	01/01/20	01/01/21	1,000,000 Each Claim 2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of St. Cloud is an Additional Insured with respects to Project #123 (10/01/2020 - 11/01/21).

CERTIFICATE HOLDER

CANCELLATION

City of St. Cloud
Attention: Procurement Services Department
1300 9th Street, Building A, 2nd Floor
St. Cloud, Florida 34769

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

“NO RESPONSE”

If your firm is unable to provide a submittal, please complete and return this form prior to date shown for receipt and return to:

CITY OF ST. CLOUD
PROCUREMENT SERVICES DEPARTMENT
1300 9th STREET, BUILDING A, 2ND FLOOR
ST. CLOUD, FLORIDA 34769

We have declined to propose on

RFQ 2022-018 CONTINUING PLANNING AND ARCHITECTURAL LANDSCAPE SERVICES

for the following reason(s):

- _____ We do not offer this service/product
- _____ Our schedule would not permit us to perform
- _____ Unable to meet specifications
- _____ Unable to meet bond/insurance requirements
- _____ Specifications unclear (please explain below)
- _____ Other (please specify below)

REMARKS _____

Print Name and Title

Company Name

Address

Business Phone

E-mail

GENERAL TERMS AND CONDITIONS

As applicable, the following provisions apply to the Bidder/Proposer or any Consultant or subconsultant engaged to perform any aspect of the negotiated scope of work.

- A. **SUBMISSION OF BID/PROPOSALS:** Bidders shall submit Proposals in accordance with the instructions and schedule included in the solicitation containing these specifications and documents.
- B. **EXECUTION OF BID/PROPOSAL:** Bid/Proposal must contain a manual signature of authorized representative in the space(s) provided. Bid/Proposal must be typed or printed in black ink. Use of erasable ink is not permitted. All corrections made by Bidder/Proposer to any Bid/Proposal entry must be initialed. The company name shall appear in the space(s) provided.
- C. **BID/PROPOSAL OPENING:** Bid/Proposal opening shall be public on the date and time specified. Bid/Proposal must be submitted on forms provided by the City. No other forms will be accepted. Telephone and fax Bids/Proposals will not be considered. Bid/Proposal may not be modified after opening. Bid/Proposal may not be withdrawn after opening for a period of ninety (90) days unless otherwise specified.
- D. **DELIVERY REQUIREMENTS:** Any Bids/Proposals received after stated time and date will not be considered. It shall be the sole responsibility of the Bidder/Proposer to have their Bid/Proposal delivered to Procurement Services, City of St. Cloud for receipt on or before the stated time and date. If a Bid/Proposal is sent by U.S. Mail, the Bidder/Proposer shall be responsible for the timely delivery to the Procurement Services office. Bids/Proposals delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for its return at the bidder's expense.
- E. **BID/PROPOSAL TABULATION:** Bidder/Proposer wishing to receive a copy of the Bid/Proposal tabulations is required to enclose a stamped, self-addressed envelope with Bid/Proposal response or a valid Fax number or Email address to which the Bid/Proposal Tabulation may be sent electronically.
- F. **CLARIFICATION/CORRECTION OF BID/PROPOSAL ENTRY:** The City of St. Cloud reserves the right to allow for the clarification of questionable entries and for the withdrawal of obvious mistakes. Each Bidder/Proposer shall examine all Bid/Proposal submittal documents and shall judge all matters relating to the adequacy and accuracy of such documents. All inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the Bid/Proposal shall be made in writing to Procurement Services via e-mail to purchasing@stcloud.org or via fax to (407) 957-7369. The City of St. Cloud shall not be responsible for oral interpretations given by any City of St. Cloud employee, representative, or others. The issuance of a written Addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid/Proposal, the City of St. Cloud will attempt to notify all plan holders. It will be the responsibility of the Bidder/Proposer to contact Procurement Services prior to submitting a Bid/Proposal to ascertain if any addenda have been issued, to obtain such addenda, and to return executed addenda with their Bid/Proposal.
- G. **PRICING:** Firm prices shall be bid and include all packing, handling, shipping charges, and delivery to any point within the City of St. Cloud, to a secure area or inside delivery, F.O.B. DESTINATION. Pricing shall also include any and all costs for lodging, mileage, meals, permits, license(s), insurance, fees, or any other cost. Unit prices shall be shown in the Bid/Proposal. The obligations of City of St. Cloud under this Award are subject to the availability of funds lawfully appropriated for its purpose.
- H. **TAXES:** The City of St. Cloud is exempt from Federal Excise Taxes and Sales Taxes. Tax exemption certification 85-8012621679C-5 available upon request.
- I. **DISCOUNTS:** Discounted Payment Terms shall not be considered in determining the lowest net cost for the Bid/Proposal evaluation purposes.

- J. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids/Proposals offering "equal" products, when allowed, will be considered for Award if such products are clearly identified in the Bid/Proposal and are determined by the City to meet fully the salient characteristics requirements listed in the specifications. Highly technical or specialized equipment or commodities are to be performance equal and, therefore, must be pre-approved. Unless the Bidder/Proposer clearly indicates in his/her Bid/Proposal that he/she is offering an "equal" product, the Bid/Proposal shall be considered as offering the same brand name product referenced in the specifications. If the Bidder/Proposer proposes to furnish an "equal" product, when allowed, the brand name, if any, of the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of Bids/Proposals and the determination as to equality of the product offered shall be the responsibility of the City and will be based on information furnished by the Bidder/Proposer. Procurement Services is not responsible for locating or securing any information, which is not identified in the Bid/Proposal and reasonably available to Procurement Services. To ensure that sufficient information is available, the Bidder/Proposer shall furnish, as a part of the Bid/Proposal, all descriptive material necessary for Procurement Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Bidder/Proposer proposes to furnish and what the City of St. Cloud would be binding itself to purchase by making an Award.
- K. **ADDITIONAL TERMS & CONDITIONS:** The City of St. Cloud reserves the right to accept or reject any and/or all Bids/Proposals, to waive irregularities and technicalities, and to request re-submission. Also, the City of St. Cloud reserves the right to accept all or any part of the Bid/Proposal. Any sole response received on the original bid submittal date may or may not be rejected by the City of St. Cloud depending on available competition and timely needs of the City of St. Cloud. The Vendor shall have the capability in all respects to perform fully the Contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capability, facilities, equipment, and credit, which will assure good faith performance to be a responsible Vendor. The City of St. Cloud reserves the right to make such investigation as it deems necessary to make this determination. Additional information shall be provided by the Vendor if requested by the City. Such information may include, but shall not be limited to, current financial statements; verification of availability of equipment and personnel, and past performance goals.
- L. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications, and any supplemental specifications, as to any details, or the omission from same, of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement.
- M. **PATENTS AND ROYALTIES:** The Bidder/Proposer, without exception, shall indemnify and save harmless the City of St. Cloud and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or article, manufactured or used in the performance of the Contract, including its use by the City of St. Cloud. If the Bidder/Proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid/Proposal prices shall include all royalties or costs arising from the use of such design, device, or materials involved in the work.
- N. **UNIFORM COMMERCIAL CODE:** The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for Contractual obligations between the Awarded Vendor/Contractor and the City of St. Cloud for any terms and conditions not specifically stated in this Bid/Proposal.

- O. **EEO STATEMENT:** The City of St. Cloud is committed to assuring equal opportunity in the Award of Contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, handicap, age, and gender. The City of St. Cloud recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority-owned and women-owned business enterprises. All Bidders/Proposers are asked to make an affirmative statement as to their support of all applicable equal opportunity/affirmative action requirements. A copy of the City's Employment Opportunity policy is available upon request.
- P. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, contractor, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified, and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.
- Q. **WARRANTY:** The Bidder/Proposer agrees that, unless otherwise specified, the supplies and/or services furnished under this Bid/Proposal shall be covered by the most favorable commercial warranty the Bidder/Proposer gives to any customer for comparable quantities of such supplies and/or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of St. Cloud by any other provision of this Bid/Proposal.
- R. **AWARDS:** As the best interest of the City may require, the right is reserved to make Award(s) by individual item, group of items, all or none, or a combination thereof, on a geographical basis and/or on a countywide basis, to reject any and all Bids/Proposals, or waive any minor irregularity or technicality in Bids/Proposals received. Bidders/Proposers are cautioned to make no assumptions unless their Bid/Proposal has been evaluated as being responsive. All Awards made as a result of this Bid/Proposal shall conform to applicable ordinances of the City of St. Cloud. The City may return, for full credit, any unused items received which fail to meet the City's performance standards. City of St. Cloud reserves the right to cancel an Awarded Bid/Proposal upon due cause, i.e. vendor misrepresentation, vendor negligence, non-performance, etc., via written notice. The vendor will be responsible **WAIVER:** The City reserves the right to reject any Bid/Proposal, or part thereof, or to accept any Bid/Proposal that it deems in its best interest. Further, the City reserves the right to waive informalities.
- S. **FUND AVAILABILITY:** Any Contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of St. Cloud abides by the provisions set forth in Florida Statutes relative to appropriations of funds. The ability of the successful Bidder/Proposer to maintain a sense of fiscal responsibility and budgetary awareness shall be favorably considered in the ranking and award of a contract. This disclosure is being made to assist all Bidders/Proposers in the gauging of their desire to participate in this Bid/Proposal and in planning and preparation of their written response. The City reserves the right to negotiate all Bidder/Proposer fees, costs, charges, etc., for any proposed service or appurtenant requirement.
- T. **PAYMENTS:** Payments shall be made pursuant to **Florida Statute Section 218.70**, the Prompt Payment Act, and all City Policies promulgated thereby.
- U. **GOVERNING LAWS:** Any contractual arrangement between the City of St. Cloud and the Bidder/Proposer shall be consistent with, and be governed by, the ordinances of the City of St. Cloud, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulation. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Osceola County, Florida.
- V. **STATEMENT OF INTEREST:** All Bidders/Proposers must disclose with their offer the name of any corporate officer, director, or agenda who is also an officer or employee of the City of St. Cloud. Further, all Bidders/Proposers must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's/Proposer's firm or any of its branches, subsidiaries, or partnerships.

- W. **CHANGES:** The City of St. Cloud reserves the right to order, in writing, changes in the work/services within the scope of the Contract, such as changes in quantity or delivery schedule. The successful Bidder/Proposer has the right to request an equitable price adjustment in cases where modifications to the Contract under the authority of this clause result in increased costs to the Contractor.
- X. **BID/PROPOSAL AS PUBLIC DOMAIN:** All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of Chapter 119, Florida Statutes. The Bid/Proposal will become part of the public domain upon opening. Bidders/Proposers must invoke the exemptions to disclosure provided by law in the response to the Bid, must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary.
- Y. **QUALIFICATIONS:** Bidders/Proposers shall provide, within the Bid/Proposal submitted, substantial data sufficient for evaluating the ability of the potential Bidder/Proposer to execute a project of the type contemplated.
- Z. **IDEMNIFICATION:** The successful Bidder/Proposer covenants and agrees to indemnify and save harmless the City, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the City, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit, or action and the investigation thereof. Nothing in the award, resulting agreement, contract, or Purchase Order shall be deemed to affect the rights, privileges, and immunities of the City as set for in Florida Statute Section 768.28.
- AA. **TIME FOR PERFORMANCE:** The services described herein and on the attached shall be performed in a prompt and correct manner within the standards of good and ethical productivity as negotiated between the City and the successful Bidder/Proposer. All Bidders/Proposers are asked to provide their best estimate for compliance with the scope of work as established by the Bid/Proposal. All contract time lines will be based on the projected scope and the estimated time for performance.
- BB. **OCCUPATIONAL LICENSE:** Occupational licenses are required.
- CC. **PERMITS/LICENSES/FEES:** Any permits, licenses, inspections, or fees required will be the responsibility of the Contractor. No separate payment will be made.
- DD. **MODIFICATIONS:** In addition to changes made under the changes clause, any contract resulting from this solicitation may be modified within the scope of the contract upon the written and mutual consent of both parties and approval by the City of St. Cloud.
- EE. **NO ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are not applicable to this proposal. If submitted, either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal, and the Bidder's/Proposer's authorized signature affixed to the proposal signature section attests to this.
- FF. **INSURANCE:** During the entire period of performance of any contract resulting from this solicitation, the successful Bidder/Proposer shall procure and maintain the minimum insurance coverage required by the City of St. Cloud as stipulated in the insurance attachment. Types of coverage and limits of liability shall be as set forth in the Agreement. Proof of such insurance must be provided to the City prior to beginning contract performance.

- GG. **PUBLIC ENTITIES CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By signature on this solicitation, vendor certifies that they are qualified to do business with City of St. Cloud in accordance with Florida State Statute.
- HH. **ACCEPTANCE:** Receipt of service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets specifications and/or all conditions. Should the delivered service or materials differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the agency, Procurement Services may authorize the recipient to refuse final acceptance of the service.
- II. **ASSIGNMENT:** Successful Bidder/Proposer shall not assign or sublet the resulting contract or subcontract any of the work required to be performed without prior written approval of the City of St. Cloud.
- JJ. **REFERENCES:** References for the company reflecting the experience in the specific service or requirement being requested in the Bid/Proposal shall be made part of your response. All reference materials provided shall become the property of the City of St. Cloud and will become public record. The City reserves the right to expand its reference requirements at any time.
- KK. **PERIOD OF AGREEMENT:** Agreement shall be awarded for the optimal term as agreed to between the parties and as approved by the City.
- LL. **OPTION TO EXTEND:** The performance period of any contract resulting from this Bid/Proposal may be extended upon mutual agreement between the Contractor and the City of St. Cloud. Either party may request an extension to the resulting agreement at least 120 days prior to expiration of the resulting contract.
- MM. **ADDITIONAL INFORMATION:** The City of St. Cloud Procurement Services Department reserves the right to request any additional information needed for clarification from any Bidder/Proposer for evaluation purposes.
- NN. **ATTACHMENTS:** All attachments to this document are made a material part of this solicitation. Failure to address the requirements may result in the lessening of your evaluation score.
- OO. **CONTRACTING PARAMETERS:** This Bid/Proposal, and other additional materials submitted by the Bidder/Proposer and accepted by the City, shall be the basis for negotiation of a contract addressing the requirements of this Bid/Proposal. A purchase order and/or other award document will be issued by the City upon completion of all negotiations and approval of the contract by the City of St. Cloud City Council.
- PP. **INDEPENDENT PRICING:** The Bidder/Proposer certifies by submission of this proposal and in the case of a joint offer each party thereto certifies, as to its own organization, that in connection with this procurement:
1. Prices, costs, or calculations in this Bid/Proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such, with any other Bidder/Proposer or with any competitor.
 2. Unless otherwise required by law, the prices, costs, and calculations which have been quoted in this Bid/Proposal have not been knowingly disclosed by the Bidder/Proposer, and will not knowingly be disclosed by the Bidder/Proposer, prior to opening, directly or indirectly, to any Bidder/Proposer or to any competitor.
 3. No attempt has been made, or will be made, by the Bidder/Proposer to induce any other person or firm to submit or not to submit a Bid/Proposal for the purpose of restricting competition.

Attachment 'F'**RESPONDENT'S CERTIFICATION**

I have carefully examined the Invitation to Bid.

I hereby propose to furnish the services specified in the Invitation to Bid. I agree that my submittal will remain firm for a period of at least 90 days in order to allow the City adequate time to award bid.

I certify that all information contained in this submittal is truthful. I further certify that I am duly authorized to provide this submittal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation tendering a submittal for the same service, that no officer, employee or agent of the City of St. Cloud or any other respondent is interested in said submittal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Addendum Received: # _____ # _____ # _____ # _____ # _____ # _____ # _____

NAME OF BUSINESS

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITY, STATE, ZIP CODE

E-MAIL ADDRESS

(_____) _____

TELEPHONE NUMBER

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this (date) by (name of officer or agent, title of officer or agent) of (name of corporation acknowledging), a (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

Attachment 'F'**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE
PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted to the **CITY OF ST. CLOUD, FLORIDA**

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
____ - ____ - ____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a.) A predecessor or successor of a person convicted of a public entity crime; or
 - b.) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).
- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any

affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this (date) by (name of officer or agent, title of officer or agent) of (name of corporation acknowledging), a (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

Attachment 'F'

**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE
PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS**

This sworn statement is submitted to the CITY OF ST. CLOUD, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include Social Security Number of the individual signing this sworn statement:
_____ - _____ - _____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provision pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 29 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this (date) by (name of officer or agent, title of officer or agent) of (name of corporation acknowledging), a (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

Attachment 'F'**BUSINESS ENTITY AFFIDAVIT**
(VENDOR/BIDDER DISCLOSURE)

I, _____, being first duly sworn
state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of St. Cloud ("City") are (Post Office addresses are not acceptable), as follows:

Federal Employer Identification Number (If none, Social Security Number)

Name of Entity, Individual, Partners or Corporation

Street Address Suite City State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

Signature of Affiant

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this (date) by (name of officer or agent, title of officer or agent) of (name of corporation acknowledging), a (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

Attachment 'F'

CITY OF ST. CLOUD
DRUG-FREE WORKPLACE COMPLIANCE FORM

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

(The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does):
 (Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

Vendor's Signature: _____ Date _____

Print or Type Name/Title _____

STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this (date) by (name of officer or agent, title of officer or agent) of (name of corporation acknowledging), a (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

[Notary Seal]

 Notary Public

 Name typed, printed or stamped

My Commission Expires: _____

Attachment 'F'

**NO LOBBYING AFFIDAVIT
RFQ 2022-018
CONTINUING PLANNING AND LANDSCAPE
ARCHITECTURAL SERVICES**

STATE OF FLORIDA

COUNTY OF _____

This _____ day of _____, 20____,

being first duly sworn, deposes and says that he/she is the authorized representative of _____

_____ (Name of contractor, firm or individual), maker of the attached submittal made in response to a request for bid, proposals, qualifications and/or any other solicitation released by the City of St. Cloud, and swears that the bidder and any of its agents agrees to abide by the City of St. Cloud's no lobbying restrictions in regard to this solicitation.

Affiant

Print / Type Name & Title

Sworn to and subscribed before me this _____ day of _____, 20____ by _____
_____ personally known to me or who produced _____
_____ as identification.

My commission expires:

Notary Signature

**VENDOR CERTIFICATION
REGARDING SCRUTINIZED
COMPANIES LISTS**

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S., or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or companies that are engaged in a boycott of Israel.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this (date) by (name of officer or agent, title of officer or agent) of (name of corporation acknowledging) , a (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

[Notary Seal]

Notary Public_____
Name typed, printed or stamped

My Commission Expires: _____

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
(for agreements exceeding \$100,000)**

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Contractor hereby certifies and attests to the accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

AFFIANT

Typed Name of AFFIANT / AFFIANT Title

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this (date) by (name of officer or agent, title of officer or agent) of (name of corporation acknowledging), a (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

E-VERIFY COMPLIANCE FORM**Definitions:**

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of St. Cloud, Florida; and
- c) Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:	
Authorized Signature:	Print Name:
Title:	Date:
Phone:	Email:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this (date) by (name of officer or agent, title of officer or agent) of (name of corporation acknowledging), a (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

[Notary Seal]

Notary Public_____
Name typed, printed or stamped

My Commission Expires: _____

Addendum No. 1

To: All Prospective Bidders

From: Sheri Mucheck, CPPB – Procurement Services Deputy Director

Subject: Addendum No. 1
RFP No. 2022-018 Continuing Planning and Landscape Architectural Services

Date: February 1, 2022

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

- This addendum includes the following:

Questions submitted prior to the deadline for questions which was 5:00 pm on January 24, 2022.

1. Q: In reference to the aforementioned RFQ's Section 4.24 "AWARD", is it the city's intention to select more than one (1) consultant?

A: The City intends to award to multiple qualified and experienced consultants.

Public Notice of Virtual Bid Opening

Procurement Department is inviting you to a scheduled Zoom meeting.

Topic: RFQ No. 2022-018 Continuing Planning and Landscape Architectural Services - Proposal Opening

Time: Feb 17, 2022 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/85282922879?pwd=NGVDVEFISWx3M0VrdU5CbEdoN215Zz09>

Meeting ID: 852 8292 2879

Passcode: 030641

One tap mobile

+13126266799,,85282922879# US (Chicago)

+19292056099,,85282922879# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 852 8292 2879

Find your local number: <https://us06web.zoom.us/j/85282922879>

This information will be logged on myvendorlink.com.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE RESPONDENT'S
CERTIFICATION FORM TO BE INCLUDED WITH YOUR SUBMITTAL.

Addendum No. 2

To: All Prospective Bidders

From: Sheri Mucheck, CPPB – Procurement Services Deputy Director

Subject: Addendum No. 2
RFP No. 2022-018 Continuing Planning and Landscape Architectural Services

Date: February 4, 2022

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

- This addendum includes the following changes to RFP Documents:

1.1 TERM OF CONTRACT

After selection, Consultant will be required to negotiate and execute a Professional Services Agreement with the City. ~~Contract term will be effective upon execution by both parties and shall remain in effect through completion of the consulting services for this project.~~

3.6 SIMILAR PROJECTS AND REFERENCES

To demonstrate experience and success in conducting similar work, the proposer shall provide a minimum of five (5) similar contracts that best illustrates the proposed team's qualification for the scope of services indicated in this RFQ. This shall include project name, project start and completion date, client name and contact information, project staff involved from the proposed project team as listed on the organization chart (to be included with submittal); and a detailed description of the project and its applicability to evaluation of this RFQ. *Do not include the City of St. Cloud as a reference.*

This information will be logged on myvendorlink.com.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE RESPONDENT'S CERTIFICATION FORM TO BE INCLUDED WITH YOUR SUBMITTAL.



Meeting: August 14, 2025

Agenda Item Type: Consent Agenda
Resolution No. 2025-101R

Procurement Agenda Item:

Resolution No. 2025-101R, 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. 2025-059, to Jim's Complete Construction, LLC, whose subject matter is Roof Repairs and Replacement Due to Hurricane Damage, authorizing the City Manager to approve change orders without increasing the approved project budget, and providing an effective date. **COST:** up to \$239,750.00

This item is to award a contract with Jim's Complete Construction, LLC for roof repairs for the stilt house located at 1375 South Lake Avenue, St. Cloud, Florida 34769 and a roof replacement for the Fire Department Administration Building located at 3101C Progress Lane, St. Cloud, Florida 34772.

Strategic Key Focus Areas:

Effective Community Safety

Background Information:

ITB No. 2025-059 Roof Repairs and Replacement Due to Hurricane Damage was advertised in the Orlando Sentinel, VendorLink and on OpenGov beginning on March 30, 2025, with a due date of May 22, 2025. OpenGov shows that 9,710 vendors were notified and there were 81 planholders for this ITB. The deadline for questions was 5:00 pm on May 5, 2025. Fourteen (14) submittals were received from the following companies in alphabetical order:

1. 1st Class Roofing
2. All Roofing & Construction Co., Inc.
3. Architectural Sheet Metal, Inc.
4. Central Florida Equity Builders
5. Central Homes Roofing & Solar
6. Frazier Contracting, LLC
7. Goodman Construction Services
8. Jim's Complete Construction, LLC
9. MGM Contracting, Inc.
10. MVB & Associates, Inc.
11. Ovation Construction Company
12. Property Renovations and Construction
13. PRS, Inc.
14. The Roof Authority, Inc.

The submittal by Central Homes Roofing and Solar was deemed non-responsive.

The submittal by Frazier Contracting, LLC was deemed non-responsive.

Jim's Complete Construction, LLC 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: \$740,000.00 / Actual Cost up to: \$239,750.00 (300-9595-522.34-00: \$232,400.00;
120-7080-519.62-00: \$7,350.00)

Capital Projects Fund

PS2409 Fire Headquarters Renovation

300-9595-522.34-00

One Percent Fund

120-7080-519.62-00

Staff recommends **APPROVAL** of this request.

Finance Director's Comments:

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

Procurement Director's Comments:

Recommends approval

City Manager's Comments:

City Manager recommends approval

City Council Action:

08/14/2025 - Final Action

Attachments:

1. Resolution No. 2025-101R
2. ITB No. 2025-059 Bid for Posting

RESOLUTION NO. 2025-101R

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. 2025-059, TO JIM'S COMPLETE CONSTRUCTION, LLC , WHOSE SUBJECT MATTER IS ROOF REPAIRS AND REPLACEMENT DUE TO HURRICANE DAMAGE, 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. 2025-059 Roof Repairs and Replacement Due to Hurricane Damage, 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 Jim's Complete Construction, LLC 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 Jim's Complete Construction, LLC for Roof Repairs and Replacement Due to Hurricane Damage, made in response to said ITB No. 2025-059 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 services as approved by the City Attorney between the City of St. Cloud and Jim's Complete Construction, LLC.

SECTION III. The City Manager or designee is authorized to execute required performance and payment bonds, construction change orders, amendments and other related construction contract documents as needed to expedite construction of Roof Repairs and Replacement Due to Hurricane Damage project up to the approved project budget.

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 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 14th day of August 2025.

CITY OF ST. CLOUD

ATTEST:

Christian B. Robertson, Mayor

Ivy Llauro, City Clerk

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

Daniel F. Mantzaris, City Attorney



INVITATION TO BID (ITB)

2025-059

ROOF REPAIRS AND REPLACEMENT DUE TO HURRICANE DAMAGE

City of St. Cloud
1300 9th Street
St. Cloud, FL 34769

RELEASE DATE: March 30, 2025

DEADLINE FOR QUESTIONS: April 18, 2025

RESPONSE DEADLINE: May 1, 2025, 10:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of St. Cloud
INVITATION TO BID (ITB)

Roof Repairs and Replacement Due to Hurricane Damage

I.	Introduction.....
II.	Advertisement For Bids.....
III.	Instructions to Bidders.....
IV.	Minimum Qualifications.....
V.	Scope of Work
VI.	Pricing Proposal
VII.	Proposal Forms
VIII.	Contractual Documents
IX.	General Terms and Conditions.....
X.	Federal Requirements.....

Attachments:

- A - 3101 Progress Lane
- B - 1375 South Lake Road
- C - Sample_Agreement
- D - Federal Requirements

1. Introduction

1.1. Summary

It is the intent of this solicitation to engage one contractor to provide roof repairs, up to roof replacement, for City owned buildings damaged by hurricanes. The location of these buildings are 3101 Progress Lane, St. Cloud, FL 34772 and 1375 South Lake Road, St. Cloud, Florida 34769.

1.2. Background

The City of St. Cloud is a community of approximately 64,000 residents, covering approximately 20 square miles in Osceola County, located in Central Florida. To obtain general information about the City of St. Cloud, access www.stcloudfl.gov.

1.3. Contact Information

Ricky Stayer

Procurement Analyst

1300 9th Street

St. Cloud, FL 34769

Email: ricky.stayer@stcloudfl.gov

Phone: [\(407\) 957-7368](tel:(407)957-7368)

Department:

Procurement

Department Head:

Leslie Flores

Procurement Services Director

1.4. Timeline

Release Project Date	March 30, 2025
Pre-Proposal Meeting (Non-Mandatory)	April 8, 2025, 8:30am 3101 Progress Lane, St. Cloud, Florida 34772
Question Submission Deadline	April 18, 2025, 5:00pm
Proposal Submission Deadline	May 1, 2025, 10:00am

2. Advertisement For Bids

2.1. Notice

The City of St. Cloud is seeking competitive bids for the following:

INVITATION TO BID (ITB) NO. 2025-059

Roof Repairs and Replacement Due to Hurricane Damage

TO BE CONSIDERED, BIDS MUST BE ELECTRONICALLY SUBMITTED THROUGH

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

BID OPENING WILL BE Thursday, May 1, 2025 AT 10:00 am LOCAL TIME

VIA A VIRTUAL ZOOM MEETING

Bid plans and specifications are available online via the City's e-Procurement Portal ("Portal") at <https://procurement.opengov.com/portal/stcloud> Bids shall be according to the specifications, terms and conditions, and shall be on the forms provided. **A Non-Mandatory Pre-Bid Conference will be held on Tuesday, April 8, 2025 at 8:30 am local time at 3101 Progress Lane, St. Cloud, Florida 34772.** Bids shall be submitted electronically prior to the specified date and time. Bids will be opened and publicly read aloud via a virtual meeting, on the above appointed date and time. All questions shall be addressed **in writing** and sent via the Portal's Questions and Answers tab. **The deadline for submitting questions is 5:00 pm, Friday, April 18, 2025.** Questions will not be accepted if received after this date and time.

Answers for timely questions will be addressed in the OpenGov question and answer module and as an addenda to this solicitation. Participants are encouraged to subscribe as a follower and monitor all notifications. Beyond questions and answers, any and all modifications, clarifications, interpretations and supplemental instructions will be in the form of an addendum which will be available for download. All addenda and questions/answers so issued shall become part of the Contract Documents and receipt shall be acknowledged as specified herein.

Submission of a bid/proposal/submittal shall constitute an acknowledgement by the Bidder that he/she has thoroughly examined and is familiar with the Invitation to Bid (ITB). The failure or neglect of a Bidder to examine the Invitation to Bid (ITB) shall in no way relieve him/her of any obligations with respect to either his/her bid or the Invitation to Bid (ITB). No claim for additional compensation will be allowed which is based upon a lack of knowledge of the Invitation to Bid (ITB).

OpenGov Technical SupportFor Technical Support, respondent's can reach the OpenGov Service Desk:

Chat (preferred): Click the button in the lower right hand corner of the portal

Email: support@opengov.com

Phone: (650) 336-7167 Hours: Mon-Fri 8am - 8pm EST

3. Instructions to Bidders

3.1. PUBLIC RECORD STATEMENT

By submitting a proposal to the City of St. Cloud, each Bidder acknowledges and understands that the City of St. Cloud is a public agency subject to Chapter 119 Florida Statutes ("Public Records Law") and all responses are deemed a public record and open to public scrutiny. Any Proposal document the Bidder submits will be a public record when the City of St. Cloud provides notice of an intended decision or 30 days after opening the bids, proposals, or final replies, whichever is earlier. Trade Secrets, certain background financial information, and other items, may constitute exemptions to disclosure under the Public Records law. Bidder expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records Law, to include:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services contemplated herein.
2. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this Florida's Public Records law or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfers, at no cost, to the City, all public records in possession of the Bidder upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

5. IF BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1300 9TH STREET, ST. CLOUD, FLORIDA 34769, TELEPHONE 407-957-7300, EMAIL cityclerk@stcloudfl.gov.

3.2. ACKNOWLEDGEMENT

1. Submission of a bid/proposal shall constitute an acknowledgement by the Bidder and certifies that they have thoroughly examined and is familiar with the Invitation to Bid. The failure or neglect of the Bidder to examine the ITB shall in no way relieve him/her of any obligations with respect to either

his/her bid or the ITB. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the Invitation to Bid.

2. The selected Bidder shall comply with all Federal and State requirements.
3. All proposals must be confirmed by an authorized signer of the firm. Obligations assumed by such confirmation must be fulfilled.
4. Alternate bids will not be considered unless they are specifically called for in this solicitation.
5. From the issue date of this solicitation packet until a selection decision is made, no unauthorized contact related to this solicitation will be allowed between a Bidder, their employees or subcontractors and any elected or appointed officials, City Manager or any City staff, with the exception of the Procurement Services Department. Any unauthorized contact will disqualify the Bidder from further consideration.
6. Any protest shall be in accordance with the City of St. Cloud Procurement Policy.
7. The selected Bidder agrees to provide, within ten (10) calendar days from the notice of award, insurance requirements in accordance to the requirements in the terms and conditions specified in this ITB. All policies shall be subject to approval by the City of St. Cloud, and issued by companies authorized by the State of Florida's Department of Insurance to conduct business in the State of Florida.
8. The selected Bidder agrees that it and its subcontractors have a Drug-Free Workplace Program that complies with Florida §§ 287.087. Refer to required forms.
9. The selected Bidder shall submit only one proposal/bid in response to this solicitation, and shall have no financial interest in other entities submitted proposals/bid responses for the same solicitation.
10. Neither the selected Bidder, nor its affiliates, nor anyone associated with them shall have any potential conflict interest due to any other clients, contracts, business relationships or property interests for this solicitation packet's scope of work.
11. No member of the selected Bidder's ownership, management, or staff shall have a vested interest in any of the City, nor any business or other relationship with any of the City's employees, officers, directors, or elected officials, that creates a conflict of interest or the appearance of a conflict of interest. All Bidders/Proposers must disclose with their Bid/Proposal the name of any officer, director, or agent, who is also an employee of the City. Further, all Bidders/Proposers must disclose the name of any City employee who owns, directly or indirectly, any interest in the Bidder's/Proposer's firm or any of its branches. The Award hereunder is subject to provisions of State Statutes and City Ordinance.
12. No member of the selected Bidder's ownership or management is presently applying for an employee position or actively seeking an appointment with the City.
13. The selected Bidder, or authorized signatory, shall provide written notice to the City in the event that a conflict of interest is identified at any time.
14. The vendor shall comply with Federal requirements per 2 Code of Federal Regulations (CFR) Part 200, Uniform Guidance, and any subsequent revisions and updates.

3.3. REQUEST FOR ADDITIONAL INFORMATION

The respondent shall furnish such additional information as the City of St. Cloud may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The City reserves the right to make investigations of the qualifications of the respondent as it deems appropriate, including but not limited to, a background investigation.

3.4. ECONOMY OF PREPARATION

Submittals should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to fulfill the requirements.

3.5. PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Record Law) and except as may be provided by other applicable State and Federal Law, all respondents should be aware that the Invitation to Bid and the responses are in the public domain. However, the respondents are requested to identify specifically any information contained in their submittals which they consider confidential and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All bids/proposals received from respondents in response to this Invitation to Bid will become the property of the City of St. Cloud and will not be returned to the respondents. In the event of award, all documentation produced as part of the contract will become the exclusive property of the City, unless otherwise specified in the contract.

3.6. STATEMENT OF NO RESPONSE

The City of St. Cloud Procurement Services Department is committed to continuously improving its processes to receive maximum participation from the industry/market. The City is requesting that firms and individuals, who do not wish to bid on this ITB, complete the No Response Form in the portal.

3.7. INFORMATION

Bidders shall prepare submittals in accordance with the requirements of these Instructions to Bidders. Not preparing a submittal, in accordance with such instructions, implies that the Bidder does not intend to comply with all the proposed contract conditions. Such submittals will be considered irregular and may be rejected.

The City of St. Cloud will receive submittals through the OpenGov portal for goods, equipment, materials, and related services set forth in the included specifications and documents.

3.8. COMMON TERMS

The City of St. Cloud and Bidders (the parties) agree that the following phrases each shall have the meaning provided here and may be used interchangeably:

1. "Bidder(s)", "Supplier(s)", and "Proposer(s)" shall mean the organization, party, person, firm, company, corporation, partnership, joint venture, or other type of entity responding to this solicitation.

2. "Solicitation" shall mean, "Request for Proposal(s)", "RFP", "Request for Qualifications", "RFQ", "Request for Quote", "QUO", "Invitation to Bid", "ITB", "Solicitation Package" or "Solicitation Packet", to which the Bidder is responding.

3. "Bid(s)", "Proposal(s)", "Submittal(s)" or "Quote(s)" shall mean the documents formally submitted to the City of St. Cloud by each of the Bidders responding to this solicitation packet.

3.9. ELECTRONIC SUBMITTAL OF BID

Bidders shall submit Bids in accordance with the instructions and schedule included in the solicitation containing these specifications and documents.

- A. To ensure correct Bid formatting, Bidders shall:
 - 1. Submit Bids electronically through procurement.opengov.com.
 - 2. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf).
 - 3. Enable printing on files submitted.
 - 4. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on the Response Cover Page.
 - 5. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.
 - 6. Contact OpenGov technical support at procurement-support@opengov.com , if technical difficulties arise during bid/proposal submission.
 - 7. Follow all instructions outlined in this ITB and provide all requested information.

Bidder shall assume full responsibility for timely electronic submission through procurement.opengov.com for receipt of bids. Bids received after the time and date for receipt of bids will not be accepted.

3.10. ALTERNATE BIDS

Alternate bids will not be considered unless they are specifically called for in this solicitation.

3.11. WITHDRAWAL

Bidders may withdraw, alter, and resubmit their Bids at any time prior to the Bid due date and time. Bids may not be withdrawn, altered, or resubmitted after the Bid due date and time. The City of St. Cloud may request clarifications and additional information after bid/proposal submission.

3.12. MINORITY/WOMEN BUSINESS ENTERPRISES (M/WBE)

The City of St. Cloud encourages the full and equitable participation of Minority and Women Business Enterprises (M/WBE) in the procurement of services.

3.13. BID/PROPOSAL PREPARATION COSTS

The City of St. Cloud shall not compensate any bidder for preparation of responses to this invitation to bid.

3.14. SUBSTITUTIONS (IF APPLICABLE)

The City of St. Cloud is seeking bids/proposals that meet all technical and commercial requirements as outlined in this solicitation. The materials, products and equipment described in this solicitation packet establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. Should any Bidder/Proposer desire to use products other than those specified, Bidder/Proposer shall request permission to do so via the portal at least fifteen (15) days prior to bidding, providing all necessary data. If a Bidder/Proposer is unable to obtain written approval of a proposed substitution prior to the date, Bidder/Proposer shall base their bid on the exact item specified. The permission, if granted, will be communicated by Addendum to all bidders.

3.15. CLARIFICATIONS

If a prospective Bidder has doubt as to the true meaning of any part of the solicitation, they may submit a written request for clarification through the portal; email and verbal requests will not be accepted. The Bidder should reference the section heading on any clarification requests.

Failure of the Bidder to request information or make inquiries will not relieve them of any responsibility to perform under the terms of any contract awarded for the work in accordance with subsequent clarifications.

The City of St. Cloud shall issue an addendum to all Bidders, via the portal, following the deadline for questions.

3.16. LOCAL CONDITIONS

Each Bidder shall have thorough knowledge of conditions, factors, and scope of work, which would affect the execution and completion of the requested work. If required, site visits may be held the day of the Pre-Response Conference.

Bidders shall investigate properly and consider all such factors in the preparation of every Bid/Proposal submitted. The City of St. Cloud shall not permit claims for financial adjustment based on the lack of prior information or its effect on the cost of the work.

3.17. SOLICITATION OPENING

The City of St. Cloud shall open Bids electronically via the Portal on the ITB Due date.

3.18. SOLICITATION SCHEDULE

The City of St. Cloud shall adhere to the stated schedule during the solicitation process, unless a change notice is issued to the Bidders via a written addendum. The City of St. Cloud reserves the right to postpone the date and time announced for the opening of Bids at any time.

3.19. BID ACCEPTANCE AND REJECTION

The City of St. Cloud reserves the right to accept or reject any and/or all Bids/Proposals, with or without cause, when in the best interest of the City. The City also reserves the right to withdraw all or part of this request at any time in order to protect the City's interest. The City reserves the right to reject any bid/proposal found to be non-responsive, vague, non-conforming, or irresponsible. The City of St. Cloud reserves the right to make such investigation as it deems necessary to make this determination. Additional information shall be provided by the Vendor if requested by the City. Such information may include, but shall not be limited to, current financial statements, verification of availability of equipment and personnel, and past performance goals. The City reserves the right to negotiate modifications to bids/proposals that it deems acceptable, reject any and all bids/proposals, and to waive irregularities in the procedure if, in the City's judgment, it will best serve the City's interests. The desire of the City of St. Cloud to pursue bids/proposals shall in no way obligate the City to execute a contract with proposer(s).

3.20. BID EVALUATION CRITERIA

The City of St. Cloud reserves the right to consider historic information and facts, whether gained from the Bidder's submittal, pre-bid conference, references, and/or other sources during evaluation process. The City of St. Cloud may conduct such investigations to assist with the evaluation of any Bid. The investigation also serves to establish the Bidders', subcontractors', and other related entities' responsibility, qualifications, and financial ability to fulfill the Bid requirements to the City's satisfaction, within the prescribed time. The Bidder solely is responsible to submit information required by the ITB. The City of St. Cloud is under no obligation to solicit such information. Failure of the Bidder to submit required information may result in disqualification of bid.

3.21. CANCELLATION

Prior to the final execution of a Contract or full Notice to Proceed, the City of St. Cloud reserves the right to rescind said award without prior notice to Bidders. In addition, the City of St. Cloud may reject all Bids, reissue the solicitation packet, or re-award the contract.

3.22. BID BOND (APPLICABLE)

Bidder may be required to submit a certified check or cashier's check drawn on an acceptable bank, or an acceptable bid bond executed by the Bidder and a surety company authorized to do business in the State of Florida. The value of the bid bond shall be five percent (5%) of the bid price schedule. When submitting a Bid through the Portal, the Bidder shall provide a copy of the check and express mail the original check to the delivery location provided on the first page of the Solicitation Packet Form.

The bid bond guarantee shall be made payable without condition to the City of St. Cloud. The amount of the check or bond may be retained and forfeited to the City of St. Cloud as liquidated damages if the Bid results in a contract award and the Bidder fails to honor the accepted terms.

The City of St. Cloud shall return the selected Bidder's bid bond when the Bidder executes the contract and files a satisfactory payment and/or performance bond, if required. The City of St. Cloud may retain the bid bond of the second highest ranked Bidder for a period not to exceed thirty (30) days, pending the execution of the contract by the selected Bidder. The City of St. Cloud shall return the bid bond of each unsuccessful Bidder upon request, after the contract is awarded or when the Bid is rejected.

3.23. PAYMENT AND PERFORMANCE BOND (APPLICABLE)

The selected Bidder may be required to furnish Payment and Performance Bonds to the City of St. Cloud per Florida Statutes, Section 255.05 equal to 100 percent of the total bid amount as specified in the contract documents. Bond forms will be furnished by the City and only those forms will be used. Per Florida Statute 255.05, upon approval and award of the project, the performance and payment bonds are required to be recorded by the awarded contractor in the public records of Osceola County, Florida. An original or certified copy of the bonds must be returned to the City of St. Cloud Procurement Services Department. A surety company, authorized to do business in the State of Florida and acceptable to the City of St. Cloud, shall sign the bonds. The bonds shall be dated with the actual execution date. With these bonds, the responsible party shall file certified copies of the power of attorney of such attorney-in-fact signing the bond on behalf of the surety, and such certificates shall be certified to show that such power of attorney was in effect to and including the date of the actual execution of the bonds. If bonds are required, they shall remain in full force and effect until satisfactory completion of any specified performance guarantee tests, or satisfactory completion of all other contractual requirements, which shall occur last. The City of St. Cloud shall furnish a copy of the selected Bidder's bond to any lienor demanding that bond under the provisions of Florida Statutes.

3.24. CONTRACT AND EXECUTION

"Contract" shall mean the solicitation documents as defined and listed herein, advertisement, instructions to bidders, bid form, bid bond, contract agreement, payment and performance bonds, general and special conditions, and specifications, together with all addenda and supplemental agreements. The selected Bidder shall execute the necessary contractual forms and return the executed forms within ten (10) business days of receipt of forms for execution.

3.25. AWARD

The City of St. Cloud Procurement Services Department will present the selected firm to the City Council for approval or rejection of all or some categories of submittals.

3.26. TAXES, PERMITS, AND LICENSES

The Bidder's attention is directed to the General Terms and Conditions and the Florida Statutes regarding taxes, permits, and licenses. It shall be the Bidder's responsibility to determine the applicable taxes, permits, and licenses. If the Bidder has doubt as to whether or not a tax, permit, or license is applicable, they shall state in their bid/proposal whether this item has been included in their bid/proposal price and the amount of the applicable tax, permit, or license in question.

3.27. ERRORS AND OMISSIONS

Any or all bids will be rejected if there is reason to believe that collusion exists among the Bidders and no participants in such collusion will be considered in future bids. Bids in which the prices obviously are unbalanced will be rejected.

Falsification of any entry made on the Contractor's bid will be deemed a material irregularity and will be grounds, at the Owner's option, for rejection.

The Owner reserves the right to reject any or all bids, to waive technicalities, and to reject the bid of a Bidder who is not in a position to perform the contract.

3.28. AWARD OF CONTRACT

Bidders or their authorized representatives are expected to be fully informed as to their conditions, requirements and specifications before submitting bids/proposals; failure to do so will be at the Bidder's own risk. In case of error of extension of prices in the bids/proposal, the unit price shall govern.

3.29. BID PROTEST

Any actual or prospective Bidder, Proposer, Submitter, or Contractor who is aggrieved in connection with a solicitation or award of a bid or agreement may protest in accordance with the appeal process in the City of St. Cloud's Procurement Policy.

3.30. GENERAL TERMS AND CONDITIONS

[#General Terms and Conditions](#)

4. Minimum Qualifications

In order for a Bid to be considered by the City, Bidders shall demonstrate, in their proposals, compliance with the following minimum requirements:

- A. The CONTRACTOR must be licensed in the state of Florida to perform roofing services as described herein.
- B. CONTRACTOR must demonstrate a minimum of five (5) years' experience performing roof repairs and new roofing installations on commercial or government owned buildings. The references provided must be from commercial roofing jobs valued at \$5,000.00 or more.
- C. CONTRACTOR must provide proof of having and maintaining a current roofing contractor's license in the state of Florida. The license must be valid at the time of the Bid opening and a copy must be provided with the bid response.
- D. Firm must be licensed to do business in the state of Florida.

5. Scope of Work

5.1. Scope of Work Overview

The City of St. Cloud is requesting bids from qualified respondents for roof repairs, up to roof replacement, due to hurricane damage. Roof replacement services requested will be rendered for the facility located at 3101 Progress Lane, St. Cloud, Florida 34772 and roof repair services requested will be rendered for the house located at 1375 South Lake Road, St. Cloud, Florida 34769. This project will be partially reimbursed through the Federal Emergency Management Agency (FEMA). The successful bidder will be required to comply with all applicable requirements related thereto.

5.2. Scope of Work for 3101 Progress Lane, St. Cloud, Florida 34772

- **Permitting and Testing**
 - The required permitting and testing to secure a roofing permit shall be included in the pricing proposal, where the following shall be completed in order to pull a permit:
 - Engineered signed and sealed design wind pressure calculation.
 - Miami Dade Product Approval NOA for the proposed system.
 - Roof plan with elevations of deck and parapet walls.
 - Provide roof attachment and engineered fastening pattern in accordance with Florida Building Code.
 - Notice of Commencement filing with Osceola County and fees before the start of the project.
- **Preparatory Work**
 - Remove all existing roofing down to the plywood deck. Remove only as much roofing in one working day period that can be dried in with self-adhered underlayment. Water cut off to be installed at the end of each working day to assure a watertight condition.
 - Broom clean the entire roof. Remove all dust and dirt, then thoroughly clean with a power air blower.
 - Remove roofing debris and cart away to the local dump site or landfill.
 - Existing decking will be re-nailed to meet Florida Building Codes.
- **PAC-Clad Standing Seam Roof System**
 - Furnish and install one (1) ply of self-adhered Polystick MTS underlayment directly to plywood deck per manufacturer specifications.

- Field fabricate and install 16" 24-gauge galvanized PAC-CLAD/SNAP CLAD standing seam roof panels. Color to be selected from manufacturer standard color line. Panel system includes all necessary ridge, hip, and valley trim per manufacturer standard details.

- **Miscellaneous Installations**

- Shop fabricate and install new 24-gauge Kynar galvanized metal drip edge. Set same in mastic and flash per manufacturer's recommendations.
- Shop fabricate and install new 6" x 6" galvanized 24-gauge Kynar box gutter. Reinforcing straps to be pre-installed at 3' oc. *Existing locations.
- Shop fabricate and install new 5" x 5" galvanize 24-gauge Kynar box downspout. All braces to be mechanically fastened with Zamac nails. *Existing locations.
- Furnish and install penetration boots as required as spotlight and other miscellaneous penetrations.
- City roofing permit, crane, and other fees shall be included.

5.3. [Scope of Work for 1375 South Lake Road, Saint Cloud, Florida 34769](#)

- **Demolition**

- Remove metal roofing on front porch.
- Remove Four (4) roof vents.

- **New Construction**

- Install 5V crimp galvanized steel 39-gauge roof panels over 1 x 4 wood strips at 24" O.C. over existing shingles.
- Repair decking where existing roof vents were removed with same thickness of decking as existing and install 2 layers of 15# felt over new decking.
- Install new galvanized steel ridge vent for full length of ridge.
- Install new 5V crimp galvanized steel 29-gauge roof panels on porch roof, repair/replace 1 x 4 wood strips as required.

- **Miscellaneous**

- Contractor is to verify all roof slopes.

- Contractor to verify all dimensions prior to starting work.
- All work shall be performed in a professional manner, and work area shall be cleaned at the end of installation with care to remove all nails from the ground around the building.
- Contractor shall dispose of all removed material in a safe and legal manner.
- City roofing permit and other fees shall be included.

6. Pricing Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Reroofing of facility located at 3101 Progress Lane, St. Cloud, FL 34772	1	EA		
2	Roof repairs for house located at 1375 South Lake Road, St. Cloud, Florida 34769.	1	EA		
TOTAL					

7. Proposal Forms

7.1. Entity Name / DBA:*

*Response required

7.2. Authorized Representative name, title and email address:*

Person authorized to sign on behalf of the entity.

*Response required

7.3. Witness name, title and email address that will attest Authorized Representative's signature on any legal documents.*

Please provide name, title and email address.

*Response required

7.4. FEIN No.:*

*Response required

7.5. Mailing Address (if different from above):*

If address is not different, enter "same" in box below.

*Response required

7.6. Company Type*

Please designate your Company Type

- ☐ Sole Proprietor
- ☐ Partnership
- ☐ Corporation
- ☐ Limited Liability Partnership
- ☐ Limited Liability Corporation

*Response required

7.7. Bidder is registered with the Florida Department of State, Division of Corporations to do business in the State of Florida?*

<https://dos.myflorida.com/sunbiz/>

Attach proof of registration.

*Response required

7.8. W-9 Form*

Please upload a current W-9 Form for the entity.

*Response required

7.9. Upload proof of Insurance that meets the City's requirements.*

Please review the City's Insurance Requirements.

- [Insurance Requirements.pdf](#)

*Response required

7.10. Applicable Licenses and Certifications*

Please upload all applicable licenses and certifications required for roofing business in the State of Florida.

*Response required

7.11. EXPERIENCE OF BIDDER

7.11.1. Length of time in business*

____/____ (years/months)

*Response required

7.12. REFERENCES

Please provide a minimum of five (5) references regarding experience in this particular project work.

7.12.1. REFERENCE #1*

NAME OF CLIENT:

COMPLETE ADDRESS:

TELEPHONE NUMBER:

EMAIL ADDRESS:

DATE OF CONTRACT:

NAME OF PROJECT:

AMOUNT OF CONTRACT:

*Response required

7.12.2. REFERENCE #2*

NAME OF CLIENT:

COMPLETE ADDRESS:

TELEPHONE NUMBER:

EMAIL ADDRESS:

DATE OF CONTRACT:

NAME OF PROJECT:

AMOUNT OF CONTRACT:

*Response required

7.12.3. REFERENCE #3*

NAME OF CLIENT:

COMPLETE ADDRESS:

TELEPHONE NUMBER:

EMAIL ADDRESS:

DATE OF CONTRACT:

NAME OF PROJECT:

AMOUNT OF CONTRACT:

*Response required

7.12.4. REFERENCE #4*

NAME OF CLIENT:

COMPLETE ADDRESS:

TELEPHONE NUMBER:

EMAIL ADDRESS:

DATE OF CONTRACT:

NAME OF PROJECT:

AMOUNT OF CONTRACT:

*Response required

7.12.5. REFERENCE #5*

NAME OF CLIENT:

COMPLETE ADDRESS:

TELEPHONE NUMBER:

EMAIL ADDRESS:

DATE OF CONTRACT:

NAME OF PROJECT:

AMOUNT OF CONTRACT:

*Response required

7.13. Compliance Forms and Certifications

7.13.1. Respondent's Certification*

I have carefully examined the Invitation to Bid. I hereby propose to furnish the services specified in the Invitation to Bid. I agree that my submittal will remain firm for a period of at least 90 days in order to allow the City adequate time to award bid. I certify that all information contained in this submittal is truthful. I further certify that I am duly authorized to provide this submittal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract. I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation tendering a submittal for the same service, that no officer, employee or agent of the City of St. Cloud or any other respondent is interested in said submittal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

☐ Please confirm

*Response required

7.13.2. *Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes**

I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter

into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, is true in relations to the entity submitting this sworn statement.

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

☐ Please confirm

*Response required

7.13.3. *Americans with Disabilities Act (ADA) Disability Nondiscrimination Statement**

I, being duly first sworn state: That the named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provision pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction. The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat327,42USC1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions. The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes: The Rehabilitation Act of 1973, 229 USC Section 794; The Federal Transit Act, as amended 49 USC Section 1612; The Fair Housing Act as amended 42USC Section 3601-3631

☐ Please confirm

*Response required

7.13.4. *Business Entity Affidavit (Vendor/Bidder Disclosure)**

OWNERSHIP DISCLOSURE AFFIDAVIT

- A. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business

transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name:

Address:

Ownership %:

The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows

*Response required

7.13.5. City of St. Cloud Drug Free Workplace Compliance Form*

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall: (The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that does): (Name of Business)

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.
- D. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I confirm that this form complies fully with the above requirements.

☐ Please confirm

*Response required

7.13.6. No Lobbying Affidavit*

I confirm that I am an authorized representative, maker of the attached submittal made in response to a request for bid, proposals, qualifications and/or any other solicitation released by the City of St. Cloud, and swear that the bidder and any of its agents agrees to abide by the City of St. Cloud's no lobbying restrictions in regard to this solicitation

☐ Please confirm

*Response required

7.13.7. Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge, that: 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. 3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The undersigned Contractor hereby certifies and attests to the accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

☐ Please confirm

*Response required

7.13.8. Vendor Certification of Scrutinized Companies Lists*

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S., or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or companies that are engaged in a boycott of Israel. As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I confirm that I am authorized to sign on behalf of the referenced company and certify acknowledgement and acceptance that the above statement is true.

☐ Please confirm

*Response required

7.13.9. Certification Regarding Debarment, Suspension, and Other Responsibility Matters*

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85,668,682), Department of Health and Human Services (45 CFR Part 76).

I, the prospective bidder certify to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements , or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (B) of this certification; and

- D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. Any exceptions provided will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the City will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

☐ Please confirm

*Response required

7.13.10. E-Verify Compliance Form*

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- A. All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of St. Cloud, Florida; and
- C. Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under

this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

☐ Please confirm

*Response required

7.13.11. *Federal Requirements (If Applicable)**

Please review and confirm the acceptance of the Federal Requirements. [#Federal Requirements](#)

☐ Please confirm

*Response required

7.13.12. *General Terms and Conditions**

Please review and confirm the acceptance of the General Terms and Conditions.

☐ Please confirm

*Response required

7.13.13. *Please upload a copy of your Bid Bond*

8. Contractual Documents

Sample Agreement can be found in the [#Attachments](#) section.

9. General Terms and Conditions

As applicable, the following provisions apply to the Bidder/Proposer or any Consultant or subconsultant engaged to perform any aspect of the negotiated scope of work.

9.1. SUBMISSION OF BID/PROPOSALS:

Bidders shall submit Proposals in accordance with the instructions and schedule included in the solicitation containing these specifications and documents.

9.2. EXECUTION OF BID/PROPOSAL:

Bidder acknowledges any executed document submitted electronically or digitally shall be considered an original.

9.3. BID/PROPOSAL OPENING:

Bid/Proposal opening shall be public on the date and time specified. Bid/Proposal must be submitted on forms provided by the City. No other forms will be accepted. Telephone and fax Bids/Proposals will not be considered. Bid/Proposal may not be modified after opening. Bid/Proposal may not be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

9.4. BID/PROPOSAL TABULATION:

Bid/Proposal tabulations are available via the portal.

9.5. CLARIFICATION/CORRECTION OF BID/PROPOSAL ENTRY:

The City of St. Cloud reserves the right to allow for the clarification of questionable entries and for the withdrawal of obvious mistakes. Each Bidder/Proposer shall examine all Bid/Proposal submittal documents and shall judge all matters relating to the adequacy and accuracy of such documents. All inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the Bid/Proposal shall be made via the portal. The City of St. Cloud shall not be responsible for oral interpretations given by any City of St. Cloud employee, representative, or others. The issuance of a written Addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid/Proposal, all plan holders will be notified via the portal. It will be the responsibility of the Bidder/Proposer to obtain and acknowledge addenda via the portal.

9.6. PRICING:

Firm prices shall be bid and include all packing, handling, shipping charges, and delivery to any point within the City of St. Cloud, to a secure area or inside delivery, F.O.B. DESTINATION. Pricing shall also include any and all costs for lodging, mileage, meals, permits, license(s), insurance, fees, or any other cost. Unit prices shall be shown in the Bid/Proposal. The obligations of City of St. Cloud under this Award are subject to the availability of funds lawfully appropriated for its purpose.

9.7. TAXES:

The City of St. Cloud is exempt from Federal Excise Taxes and Sales Taxes. Tax exemption certification 85-8012621679C-5 available upon request.

9.8. DISCOUNTS:

Discounted Payment Terms shall not be considered in determining the lowest net cost for the Bid/Proposal evaluation purposes.

9.9. BRAND NAME OR EQUAL:

If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids/Proposals offering "equal" products, when allowed, will be considered for Award if such products are clearly identified in the Bid/Proposal and are determined by the City to meet fully the salient characteristics requirements listed in the specifications. Highly technical or specialized equipment or commodities are to be performance equal and, therefore, must be pre-approved. Unless the Bidder/Proposer clearly indicates in his/her Bid/Proposal that he/she is offering an "equal" product, the Bid/Proposal shall be considered as offering the same brand name product referenced in the specifications. If the Bidder/Proposer proposes to furnish an "equal" product, when allowed, the brand name, if any, of the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of Bids/Proposals and the determination as to equality of the product offered shall be the responsibility of the City and will be based on information furnished by the Bidder/Proposer. Procurement Services is not responsible for locating or securing any information, which is not identified in the Bid/Proposal and reasonably available to Procurement Services. To ensure that sufficient information is available, the Bidder/Proposer shall furnish, as a part of the Bid/Proposal, all descriptive material necessary for Procurement Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Bidder/Proposer proposes to furnish and what the City of St. Cloud would be binding itself to purchase by making an Award.

9.10. ADDITIONAL TERMS & CONDITIONS:

The City of St. Cloud reserves the right to accept or reject any and/or all Bids/Proposals, to waive irregularities and technicalities, and to request re-submission. Also, the City of St. Cloud reserves the right to accept all or any part of the Bid/Proposal. Any sole response received on the original bid submittal date may or may not be rejected by the City of St. Cloud depending on available competition and timely needs of the City of St. Cloud. The Vendor shall have the capability in all respects to perform fully the Contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capability, facilities, equipment, and credit, which will assure good faith performance to be a responsible Vendor. The City of St. Cloud reserves the right to make such investigation as it deems necessary to make this determination. Additional information shall be provided by the Vendor if requested by the City. Such information may include, but shall not be limited to, current financial statements; verification of availability of equipment and personnel, and past performance goals.

9.11. SILENCE OF SPECIFICATIONS:

The apparent silence of the specifications, and any supplemental specifications, as to any details, or the omission from same, of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement.

9.12. PATENTS AND ROYALTIES:

The Bidder/Proposer, without exception, shall indemnify and save harmless the City of St. Cloud and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or article, manufactured or used in the performance of the Contract, including its use by the City of St. Cloud. If the Bidder/Proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid/Proposal prices shall include all royalties or costs arising from the use of such design, device, or materials involved in the work.

9.13. UNIFORM COMMERCIAL CODE:

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for Contractual obligations between the Awarded Vendor/Contractor and the City of St. Cloud for any terms and conditions not specifically stated in this Bid/Proposal.

9.14. EEO STATEMENT:

The City of St. Cloud is committed to assuring equal opportunity in the Award of Contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, handicap, age, and gender. The City of St. Cloud recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority-owned and women-owned business enterprises. All Bidders/Proposers are asked to make an affirmative statement as to their support of all applicable equal opportunity/affirmative action requirements. A copy of the City's Employment Opportunity policy is available upon request.

9.15. SAFETY WARRANTY:

The selling dealer, distributor, supplier, contractor, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified, and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

9.16. WARRANTY:

The Bidder/Proposer agrees that, unless otherwise specified, the supplies and/or services furnished under this Bid/Proposal shall be covered by the most favorable commercial warranty the Bidder/Proposer gives to any customer for comparable quantities of such supplies and/or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of St. Cloud by any other provision of this Bid/Proposal

9.17. AWARDS:

As the best interest of the City may require, the right is reserved to make Award(s) by individual item, group of items, all or none, or a combination thereof, on a geographical basis and/or on a countywide basis, to reject any and all Bids/Proposals, or waive any minor irregularity or technicality in Bids/Proposals received. Bidders/Proposers are cautioned to make no assumptions unless their Bid/Proposal has been evaluated as being responsive. All Awards made as a result of this Bid/Proposal shall conform to applicable ordinances of the City of St. Cloud. The City may return, for full credit, any unused items received which fail to meet the City's performance standards. City of St. Cloud reserves the right to cancel an Awarded Bid/Proposal upon due cause, i.e. vendor misrepresentation, vendor negligence, non-performance, etc., via written notice. The vendor will be responsible WAIVER: The City reserves the right to reject any Bid/Proposal, or part thereof, or to accept any Bid/Proposal that it deems in its best interest. Further, the City reserves the right to waive informalities.

9.18. CONFLICT OF INTEREST:

The Award hereunder is subject to provisions of State Statutes and City Ordinance. All Bidders/Proposers must disclose with their Bid/Proposal the name of any officer, director, or agent, who is also an employee of the City. Further, all Bidders/Proposers must disclose the name of any City employee who owns, directly or indirectly, any interest in the Bidder's/Proposer's firm or any of its branches.

9.19. WAIVER:

The City reserves the right to reject any Bid/Proposal, or part thereof, or to accept any Bid/Proposal that it deems in its best interest. Further, the City reserves the right to waive informalities.

9.20. FUND AVAILABILITY:

Any Contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of St. Cloud abides by the provisions set forth in Florida Statutes relative to appropriations of funds. The ability of the successful Bidder/Proposer to maintain a sense of fiscal responsibility and budgetary awareness shall be favorably considered in the ranking and award of a contract. This disclosure is being made to assist all Bidders/Proposers in the gauging of their desire to participate in this Bid/Proposal and in planning and preparation of their written response. The City reserves the right to negotiate all Bidder/Proposer fees, costs, charges, etc., for any proposed service or appurtenant requirement.

9.21. PAYMENTS:

Payments shall be made pursuant to Florida Statute Section 218.70, the Prompt Payment Act, and all City Policies promulgated thereby.

9.22. GOVERNING LAWS:

Any contractual arrangement between the City of St. Cloud and the Bidder/Proposer shall be consistent with, and be governed by, the ordinances of the City of St. Cloud, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulation. Any and all

litigation arising under any contractual arrangement shall be brought in the appropriate court in Osceola County, Florida.

9.23. STATEMENT OF INTEREST:

All Bidders/Proposers must disclose with their offer the name of any corporate officer, director, or agenda who is also an officer or employee of the City of St. Cloud. Further, all Bidders/Proposers must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's/Proposer's firm or any of its branches, subsidiaries, or partnerships.

9.24. CHANGES:

The City of St. Cloud reserves the right to order, in writing, changes in the work/services within the scope of the Contract, such as changes in quantity or delivery schedule. The successful Bidder/Proposer has the right to request an equitable price adjustment in cases where modifications to the Contract under the authority of this clause result in increased costs to the Contractor.

9.25. BID/PROPOSAL AS PUBLIC DOMAIN:

All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of Chapter 119, Florida Statutes. The Bid/Proposal will become part of the public domain upon opening. Bidders/Proposers must invoke the exemptions to disclosure provided by law in the response to the Bid, must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary.

9.26. QUALIFICATIONS:

Bidders/Proposers shall provide, within the Bid/Proposal submitted, substantial data sufficient for evaluating the ability of the potential Bidder/Proposer to execute a project of the type contemplated.

9.27. IDEMNIFICATION:

The successful Bidder/Proposer covenants and agrees to indemnify and save harmless the City, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the City, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit, or action and the investigation thereof. Nothing in the award, resulting agreement, contract, or Purchase Order shall be deemed to affect the rights, privileges, and immunities of the City as set for in Florida Statute Section 768.28.

9.28. TIME FOR PERFORMANCE:

The services described herein and on the attached shall be performed in a prompt and correct manner within the standards of good and ethical productivity as negotiated between the City and the successful Bidder/Proposer. All Bidders/Proposers are asked to provide their best estimate for compliance with the

scope of work as established by the Bid/Proposal. All contract time lines will be based on the projected scope and the estimated time for performance.

9.29. PERMITS/LICENSES/FEES:

Any permits, licenses, inspections, or fees required will be the responsibility of the Contractor. No separate payment will be made.

9.30. MODIFICATIONS:

In addition to changes made under the changes clause, any contract resulting from this solicitation may be modified within the scope of the contract upon the written and mutual consent of both parties and approval by the City of St. Cloud.

9.31. NO ADDITIONAL TERMS AND CONDITIONS:

No additional terms and conditions included with the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are not applicable to this proposal. If submitted, either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal, and the Bidder's/Proposer's authorized signature affixed to the proposal signature section attests to this.

9.32. INSURANCE:

During the entire period of performance of any contract resulting from this solicitation, the successful Bidder/Proposer shall procure and maintain the minimum insurance coverage required by the City of St. Cloud as stipulated in the insurance attachment. Types of coverage and limits of liability shall be as set forth in the Agreement. Proof of such insurance must be provided to the City prior to beginning contract performance.

9.33. PUBLIC ENTITIES CRIMES:

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By signature on this solicitation, vendor certifies that they are qualified to do business with City of St. Cloud in accordance with Florida State Statute.

9.34. ACCEPTANCE:

Receipt of service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets specifications and/or all conditions. Should the delivered service or materials differ in any respect from specifications, payment

will be withheld until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the agency, Procurement Services may authorize the recipient to refuse final acceptance of the service.

9.35. ASSIGNMENT:

Successful Bidder/Proposer shall not assign or sublet the resulting contract or subcontract any of the work required to be performed without prior written approval of the City of St. Cloud.

9.36. REFERENCES:

References for the company reflecting the experience in the specific service or requirement being requested in the Bid/Proposal shall be made part of your response. All reference materials provided shall become the property of the City of St. Cloud and will become public record. The City reserves the right to expand its reference requirements at any time.

9.37. PERIOD OF AGREEMENT:

Agreement shall be awarded for the optimal term as agreed to between the parties and as approved by the City.

9.38. OPTION TO EXTEND:

The performance period of any contract resulting from this Bid/Proposal may be extended upon mutual agreement between the Contractor and the City of St. Cloud. Either party may request an extension to the resulting agreement at least 120 days prior to expiration of the resulting contract.

9.39. ADDITIONAL INFORMATION:

The City of St. Cloud Procurement Services Department reserves the right to request any additional information needed for clarification from any Bidder/Proposer for evaluation purposes.

9.40. ATTACHMENTS:

All attachments to this document are made a material part of this solicitation. Failure to address the requirements may result in the lessening of your evaluation score.

9.41. CONTRACTING PARAMETERS:

This Bid/Proposal, and other additional materials submitted by the Bidder/Proposer and accepted by the City, shall be the basis for negotiation of a contract addressing the requirements of this Bid/Proposal. A purchase order and/or other award document will be issued by the City upon completion of all negotiations and approval of the contract by the City of St. Cloud City Council.

9.42. INDEPENDENT PRICING:

The Bidder/Proposer certifies by submission of this proposal and in the case of a joint offer each party thereto certifies, as to its own organization, that in connection with this procurement:

- A. Prices, costs, or calculations in this Bid/Proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such, with any other Bidder/Proposer or with any competitor.
- B. Unless otherwise required by law, the prices, costs, and calculations which have been quoted in this Bid/Proposal have not been knowingly disclosed by the Bidder/Proposer, and will not knowingly be disclosed by the Bidder/Proposer, prior to opening, directly or indirectly, to any Bidder/Proposer or to any competitor.
- C. No attempt has been made, or will be made, by the Bidder/Proposer to induce any other person or firm to submit or not to submit a Bid/Proposal for the purpose of restricting competition.

10. Federal Requirements

10.1. 2 CFR. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

The Contractor shall comply with the Federal requirements per 2 Code of Federal Regulations (CFR) Part 200 Super Circular, titled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", effective December 26, 2014, and any subsequent revisions and updates to 2 CFR. Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".

10.2. Federal Equal Opportunity Employer Requirement

- A. The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all subcontractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.
- B. During the performance of this contract, the Contractor agrees as follows:
 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs a) through f) in every subcontract or Purchase Order (PO) unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or PO as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10.3. Compliance of Reporting Requirements

The Contractor hereby acknowledges that the City has the responsibility for providing required reporting, including financial information, program progress, and real property status, in accordance with 2 CFR. § 200.327, 2 CFR. § 200.328, and 2 CFR. § 200.329 on frequencies established by the Federal awarding agency.

10.4. Access to Records

The following access to records requirements apply to this contract in respect to federal financial assistance awards:

- A. The CONTRACTOR agrees to provide the City, the State of Florida, the Federal grantor agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- B. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The CONTRACTOR agrees to provide the Federal grantor agency administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

10.5. Retention of Records

- A. The City shall retain all records related to this project for three (3) years from the date of final expenditure report for projects funded by the FEMA PA program.
- B. The Contractor shall retain all records related to this Agreement for three (3) years after termination of this contract.

10.6. Compliance with the Contract Work Hours and Safety Standards Act

- A. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth under 2 CFR. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth under 2 CFR. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in the sum of \$10 for each Day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth under 2 CFR. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may

be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth under Federal Equal Opportunity Employer Requirement.

- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 3 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through C of this section.

10.7. Rights to Inventions Made Under a Contract Agreement (If Applicable)

Standard. If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

10.8. Clean Air Act and The Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

10.9. Suspension and Debarment

- A. This contract is a covered transaction for purposes of 2 CFR. Part 180 and 2 CFR. Part 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR. § 180.995), or its affiliates (defined at 2 CFR. § 180.905) are excluded (defined at 2 CFR. § 180.940) or disqualified (defined at 2 CFR. § 180.935).
- B. The Contractor must comply with 2 CFR. Part 180, subpart C and 2 CFR. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the City of St. Cloud. If it is later determined that the Contractor did not comply with 2 CFR. Part 180, subpart C and 2 CFR.

Part 3000, subpart C, in addition to remedies available to the Florida Department of Emergency Management (recipient) and the City of St. Cloud (sub-recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- D. The Proposer agrees to comply with the requirements of 2 CFR. Part 180, subpart C and 2 CFR. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10.10. Byrd Anti-Lobbying Amendment, 31 U.S. C. § 1352 (As Amended)

- A. Contractors who apply or propose for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- B. Federal Form 'C.1' titled "44 CFR. Part 18 – Certification Regarding Lobbying" is hereby attached and made a binding part hereof.

10.11. Procurement of Recovered Materials

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
- B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

10.12. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications

Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

10.13. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

10.14. Department of Homeland Security (DHS) Seal, Logo and Flags

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific pre-approval from the appropriate Federal agency.

10.15. Compliance with Federal Law, Regulations and Executive Orders

This is an acknowledgement that Federal and state financial assistance may be used to fund payment for services provided under this contract. The Contractor will comply with all applicable federal law, regulations, executive orders, as well as policies, procedures and directives of the respective funding Federal grantor agency.

10.16. No Obligation by the Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the contract.

10.17. Fraud and False or Fraudulent or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

10.18. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

10.19. Copyright and Data Rights

The Contractor grants to the City of St. Cloud a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify 75 See 17 U.S.C. § 102. Contract Provisions Guide 35 such data and grant to the City of St. Cloud or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of St. Cloud data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of St. Cloud.

10.20. Compliance with the "Davis-Bacon Act"

- A. In accordance with the requirements of the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction) as amended), all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act. CONTRACTORS are required to pay wages to laborers and mechanics at a rate not

less that the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTORS must pay wages not less than once a week.

- B. The CITY shall report all suspected or reported violations to the appropriate Federal agency in accordance with 2 C.F.R. Part 200, Appendix II, ¶ D

10.21. Compliance with the Copeland “Anti-Kickback Act”

- A. The CONTRACTOR hereby agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S. C. 3145), as supplemented by the Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”.
- B. Each CONTRACTOR or SUBCONTRACTOR are hereby prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- C. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- D. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR and subcontractor as provided in 29 C.F.R. § 5.12.
- E. The CITY shall report all suspected or reported violations to the appropriate Federal agency in accordance with 2 C.F.R. Part 200, Appendix II, ¶ D

10.22. Hatch Act

The CONTRACTOR shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.



Meeting: August 14, 2025

Agenda Item Type: Consent Agenda
Resolution No. 2025-121R

Procurement Agenda Item:

Resolution No. 2025-121R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the Mayor to sign a letter on behalf of the City of St. Cloud City Council in approval of Osceola County's distribution of funds from the Florida Department of Law Enforcement (FDLE), Office of Criminal Justice (OCJ) FY2024 Edward Byrne Memorial Justice Assistance Grant (JAG).

COST: No cost associated with this item.

This item is to authorize the Mayor to sign the 51% letter approving the disbursement recommendations of the County's allocation for the FY2024 Edward Byrne Memorial Justice Assistance Grant (JAG) on behalf of the City of St. Cloud City Council.

Strategic Key Focus Areas:

Effective Community Safety

Background Information:

Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) has allocated funding to Osceola County in the amount of \$97,554.00 to be used to address problems of illegal drug use, violent crimes and improvements to the criminal justice system within the County. The process requires 51% of the local governments within the county to support the recommendations of projects to be funded made by the Substance Abuse and Violent Crime Policy Advisory Board. As such, the City of St. Cloud City Council is being asked to provide a letter supporting these recommendations to be included in the appropriations packet to FDLE. As proposed and supported by staff, the City of St. Cloud would receive \$25,000.00 for License Plate Recognition equipment.

Legal Authority:

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

Budget and Recommendation:

No cost associated with this item

Staff recommends APPROVAL of this request.

Finance Director's Comments:

N/A

Procurement Director's Comments:

Recommends approval

City Manager's Comments:

City Manager recommends approval

City Council Action:

08/14/2025 - Final Action

Attachments:

1. Resolution No. 2025-121R
2. JAG 51% letter

RESOLUTION NO. 2025-121R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AUTHORIZING THE MAYOR TO SIGN A LETTER ON BEHALF OF THE CITY OF ST. CLOUD CITY COUNCIL IN APPROVAL OF OSCEOLA COUNTY'S DISTRIBUTION OF FUNDS FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE), OFFICE OF CRIMINAL JUSTICE (OCJ) FY2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG).

WHEREAS, Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) has allocated funding in the amount of \$97,554.00 to be used to address problems of illegal drug use, violent crimes and improvements to the criminal justice system within Osceola County; and

WHEREAS, the availability of this funding was publicly advertised on June 26, 2025, by the Osceola County Board of County Commissioners who serves as the coordinating unit of the government in this county. Project applications were presented by the agency applicants before the Substance Abuse and Policy Advisory Board (SAPAB) on July 22, 2025, for review and selection of projects to be funded, recommendations were then forwarded to the Osceola County Board of County Commissioners; and

WHEREAS, the process requires 51% of the local governments within the county support the recommendations of projects to be funded made by the Substance Abuse and Violent Crime Policy Advisory Board. As such, the City of St. Cloud City Council is being asked to provide a letter supporting these recommendations to be included in the appropriations packet to FDLE; and

WHEREAS, the letters of support along with the applications for each project will be submitted to FDLE for review and approval of funding.

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

SECTION I. The City Council of the City of St. Cloud supports the project recommendations by the Substance Abuse and Policy Advisory Board (SAPAB).

SECTION II. The Mayor is authorized to sign the required 51% letter on behalf of the City of St. Cloud City Council.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida this 14th day of August 2025.

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

Chris Robertson
 Mayor

August 18, 2025

Ken Gilbert
 Deputy Mayor

Cody Menacof, Bureau Chief
 Florida Department of Law Enforcement
 Office of Criminal Justice Grants
 2331 Phillips Road
 Tallahassee, FL 32308

Jennifer Paul
 Council Member

Kolby Urban
 Council Member

Dear Mr. Menacof,

Shawn Fletcher
 Council Member

In compliance with State of Florida *Rule 11D-9*, F.A.C., the City Council of the City of St. Cloud approves the distribution of **\$97,554.00** of Federal Fiscal Year 2024 Edward Byrne Memorial Justice Assistance Grant Countywide (JAGC) funds for the following projects within Osceola County:

Veronica Miller
 City Manager

<u>Sub-Recipient</u> <u>Award</u>	<u>Title of Project</u>	
Osceola County BOCC/ Osceola County Corrections	Cell Door Upgrades	\$20,530.00
Osceola County BOCC/ Osceola County Sheriff's Office	Multi- Biometric Identification System (MBIS)	\$18,024.00
City of Kissimmee/ Kissimmee Police Department	Alternate Light Source	\$34,000.00
City of St. Cloud/ St. Cloud Police Department	License Plate Recognition	\$25,000.00
		Total Federal Funds \$97,554.00

Sincerely,

Chrisitan B. Robertson
 Mayor, City of St. Cloud

cc. Osceola County BOCC
 City of Kissimmee



Meeting: August 14, 2025

Agenda Item Type: Consent Agenda
Resolution No. 2025-127R

Procurement Agenda Item:

Resolution No. 2025-127R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the grant application by the City of St. Cloud under the FY2025 Resilient Florida Program Grant from the State of Florida through the Department of Environmental Protection for the City of St. Cloud City-wide Vulnerability Assessment and Adaptation Plan Update and authorizing the City Manager and authorizing the Grants Division or designee to submit the application, and the City Manager to execute and implement all other documents associated with the implementation and execution of the grant and providing an effective date.

COST: up to \$180,000.00 (Project Cost: \$180,000.00 estimated / State Share: \$180,000.00 estimated/ City Match: \$0)

This item is to authorize submitting an application for the 2025 Resilient Florida Program to update the Vulnerability Assessment and Adaptation Plan.

Strategic Key Focus Areas:

Effective Community Safety

Background Information:

The Resilient Florida Grant Program will allow the City to update the completed City of St. Cloud City-wide Vulnerability Assessment, which conducted a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.). The Project assessed inflow and infiltration issues, sanitary sewer overflows, and repetitive loss structures. The Project also incorporated an Adaptation Plan (AP) that will be used to prioritize future projects to mitigate impacts of flooding on the Grantee's critical assets that were identified during the VA. This is a Florida Department of Environmental Protection (FDEP) Resilient Program Grant for the planning and development of a capital project list for critical facilities mitigating against flooding risk.

Legal Authority:

Grants/Appropriations/Loans Policy Manual; G.A.L. Policy

Budget and Recommendation:

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:

08/14/2025 - Final Action

Attachments:

1. Resolution No. 2025-127R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA AUTHORIZING THE GRANT APPLICATION BY THE CITY OF ST. CLOUD UNDER THE FY2025 RESILIENT FLORIDA PROGRAM GRANT FROM THE STATE OF FLORIDA THROUGH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE CITY OF ST. CLOUD CITY-WIDE VULNERABILITY ASSESSMENT AND ADAPTATION PLAN UPDATE AND AUTHORIZING THE CITY MANAGER AND AUTHORIZING THE GRANTS DIVISION OR DESIGNEE TO SUBMIT THE APPLICATION, AND THE CITY MANAGER TO EXECUTE AND IMPLEMENT ALL OTHER DOCUMENTS ASSOCIATED WITH THE IMPLEMENTATION AND EXECUTION OF THE GRANT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Resiliency Florida Program was available to effectively enhance efforts to protect inland waterways, coastlines and shores; and

WHEREAS, the City of St. Cloud has determined that it is in the best interest to address the impacts of flooding and sea level rise that the City faces; and

WHEREAS, the City of St. Cloud would like to submit an application for the FY25/26 Resilient Florida Program for updates to the City-wide Vulnerability Assessment and Adaptation Plan; and

WHEREAS, the City of St. Cloud is eligible to submit a Resilient Florida grant application to request \$180,000.00 in grant funding to update the Vulnerability Assessment and Adaptation Plan.

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

SECTION I: FY25/26 Resilient Florida Program grant application is hereby authorized.

SECTION II: The City Manager or designee is authorized to submit the FY25/26 Resilient Florida grant application and City Manager or designee is authorized to execute all documents associated with the implementation and execution of the grant on behalf of the City of St. Cloud.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida this 14th day of August, 2025.

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: August 14, 2025

Agenda Item Type: Consent Agenda
Resolution No. 2025-106R

Park & Recreation Agenda Item:

Resolution 2025-106R, a resolution of the City Council of the City of St. Cloud, Florida, accepting and adopting the Mt. Peace Cemetery Inscribed Brick Program Policy, establishing the criteria and cost of purchase and providing an effective date.

COST: No cost associated with this item.

This item is to adopt Mt. Peace Cemetery Inscribed Brick Program Policy.

Strategic Key Focus Areas:

Diverse Innovative and Magnetic Economic Development

Background Information:

Mt. Peace Cemetery serves as a historic and meaningful space in our community. In line with community interest and the desire to provide opportunities for remembrance, recognition, and civic pride, the City of St. Cloud is proposing a formal policy for the Mt. Peace Cemetery Inscribed Brick Program.

Legal Authority:

City Code, Article II, Section 16-33.

Budget and Recommendation:

There is no cost associated with this item.

Staff recommends **APPROVAL** of Resolution No. 2025-106R.

Finance Director's Comments:

N/A

Procurement Director's Comments:

N/A

City Manager's Comments:

City Manager recommends approval

City Council Action:

08/14/25 - Final Action

Attachments:

1. 2025-106R - INSCRIBED BRICK POLICY staff report 7-17-25
2. 2025-106R - Brick Program resolution 7-17-25
3. 2025-106R - Brick Program Policy 7-31-25

4. 2025-106R - Brick Application7-25-25



**MEMORANDUM REPORT
FOR CITY COUNCIL
August 14, 2025**

To: Mayor Robertson and Council Members
From: Stephanie Holtkamp, Parks and Recreation Director
Subject: Resolution No. 2025-106R
Date: August 14, 2025

REQUEST:

Staff is requesting the approval of Resolution No. 2025-106R, to approve the Mt Peace Cemetery Inscribed Brick Program Policy.

BACKGROUND:

Mt. Peace Cemetery serves as a historic and meaningful space in our community. In line with community interest and the desire to provide opportunities for remembrance, recognition, and civic pride, the City of St. Cloud is proposing a formal policy for the Mt. Peace Cemetery Inscribed Brick Program.

ELIGIBILITY:

The Mt. Peace Cemetery Inscribed Brick Program offers residents and organizations a way to honor loved ones, pay tribute to veterans, or recognize civic groups through the purchase and installation of engraved bricks in designated areas of the cemetery.

Bricks may be dedicated in memory of:

- Deceased individuals interred at Mt. Peace Cemetery
- Veterans and service members
- Civic groups and community organizations with a historic or local connection

SPECIFICATIONS:

- Size: Standard 4" x 8" brick
- Engraving: Up to 3 lines of text, 13 characters per line (including spaces)
- Symbols: Dashes, slashes, hearts, and exclamation marks allowed

PLACEMENT:

Bricks will be placed in designated areas near the stage section of the cemetery, with final placement determined by the Cemetery Sexton for consistency and maintenance purposes.

COSTS:

- Brick: \$2.00
- Engraving (minimum 10 bricks per batch): \$60.00
- Administrative Fee: \$25.00
- **Total Cost per Brick: \$87.00**

ORDERING PROCESS:

Applications are available online or at designated city locations. Orders are submitted to the Cemetery Sexton and processed once a minimum of 10 bricks are confirmed. Engraving and installation will occur within 8–12 weeks from order confirmation.

POLICY GUIDELINES:

- Inscriptions are subject to review and must be appropriate for a public, historic cemetery.
- The City reserves the right to reject or remove inscriptions that are deemed offensive, inappropriate, or inconsistent with cemetery guidelines, per Resolution #2024-097R Section 14(G).

STRATEGIC PLAN GOALS:***Diverse, Innovative, and Magnetic Economic Development***

1. Make the City a desirable business location
2. Increase the commercial tax base
3. Invest in infrastructure to recruit industries

COST:

There is no cost associated with this item.

STAFF RECOMMENDATION:

Staff recommends **APPROVAL** of Resolution No. 2025-106R

Attachment – Resolution No. 2025-106R

RESOLUTION NO. 2025-106R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, ACCEPTING AND ADOPTING THE MT. PEACE CEMETERY INSCRIBED BRICK PROGRAM POLICY, ESTABLISHING THE CRITERIA AND COST OF PURCHASE AND PROVIDING AN EFFECTIVE DATE.

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

SECTION I. Mt. Peace Cemetery serves as a historic and meaningful space in our community.

SECTION II. The Mt. Peace Cemetery Inscribed Brick Program offers residents and organizations a way to honor loved ones, pay tribute to veterans, or recognize civic groups through the purchase and installation of engraved bricks.

SECTION III. The Policy outlines eligibility, placement, cost, ordering process and guidelines.

SECTION VI. EFFECTIVE DATE. This resolution shall take effect upon adoption by the City Council of the City of St. Cloud.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida on the 14th day of August 2025.

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 F. Mantzaris, City Attorney

City of St. Cloud

	Effective:	Revised:
	Mt. Peace Cemetery Inscribed Brick Program Policy	
Rescinds: All Previous Versions	Resolution No. 2025-106R.	
Distribution: All City Employees		
Review Authority: City Manager		

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Costs.....	2
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Mt. Peace Cemetery Inscribed Brick Program

Purpose:

The Mt. Peace Cemetery Inscribed Brick Program provides a meaningful opportunity to honor the memory of loved ones, pay tribute to veterans, or recognize community organizations. Personalized engraved bricks will be placed exclusively in designated areas near the stage section of the cemetery.

Eligibility:

Bricks may be dedicated in memory of:

- Deceased individuals interred at Mt. Peace Cemetery
- Veterans and service members
- Civic groups or community organizations with a historical or local connection Examples: Sons of Union Vets, Sons and Daughters of the American Revolution and various auxiliary organizations. These organizations typically operate with their own governing boards but maintain a close relationship with the city.

Brick Specifications:

- **Size:** Standard 4" x 8" brick
- **Engraving:** Up to 3 lines of text, 13 characters per line (including spaces)
- **Optional Symbols:** dashes, slashes, hearts, and exclamation marks

Placement:

Bricks will be installed in designated memorial walkways or areas near the stage section of the cemetery grounds. Final placement will be determined by the Cemetery Sexton to maintain consistency in design and ensure ease of maintenance.

Costs:

Brick costs:	\$ 2.00 per brick
Engraving costs:	\$60.00 per brick [minimum 10 bricks] ordered before engraving is completed.
Administrative fee:	\$25.00 based on time required to process each application
Total cost per brick:	\$87.00

Ordering Process:

1. Complete the Inscribed Brick Application Form available online at [Mount Peace Cemetery | City of St. Cloud, Florida - Official Website](#) or at office locations.
2. Submit the form with payment to:
Michael Wager, Cemetery Sexton at Mt. Peace Cemetery 755 East 10th Street or the St. Cloud Community Center 3101 17th St.
3. Orders are processed when 10 bricks are purchased; please allow 8–12 weeks for engraving and installation. **10 bricks** need to be confirmed and purchased before engraving will proceed.

Policies:

- All inscriptions are subject to review and approval by the Parks and Recreation Director or designee.

All inscriptions must be appropriate for a historic public cemetery. The cemetery reserves the right to review, modify, or reject any text that does not align with the established policies and guidelines of Mt. Peace Cemetery. **Per Resolution #: 2024-097R, Mt. Peace Cemetery Policy, Section 14 G - The City reserves the right without notice to prohibit or remove any articles that may be considered objectionable. This includes items that are considered obscene, indecent, offensive, sexually explicit, endorses violence or advocates or symbolizes discrimination of sex, race, ethnicity or national origin.**

Contact Information:

For questions or to request an application, please contact:

Michael Wager, Cemetery Sexton

407-957-7257

michael.wager@stcloudfl.gov

Or

St. Cloud Community Center

407-957-7392



“A MONUMENT TRIBUTE”

Inscribed Brick Program

The Mt. Peace Cemetery Inscribed Brick Program provides a meaningful opportunity to honor the memory of loved ones, pay tribute to veterans, or recognize community organizations. Personalized engraved bricks will be placed exclusively in designated areas near the stage section of the cemetery.

To ensure your Monument Tribute is successful, the following shall apply:

- Applicant(s) must complete this application and receive final approval from the Parks and Recreation Director or designee.
- Costs: **\$87.00** to include brick, engraving and administrative costs.
- All payments shall be payable to the City of St. Cloud
- Each brick(s) is 8” x 4” in size. Note: small punctuation marks such as periods, commas, quotations do not sandblast well on brick(s).
- All inscriptions must be appropriate for a historic public cemetery. The cemetery reserves the right to review, modify, or reject any text that does not align with the established policies and guidelines of Mt. Peace Cemetery. **Per Resolution 2024-097R, Mt. Peace Cemetery Policy, Section 14 G - The City reserves the right without notice to prohibit or remove any articles that may be considered objectionable. This includes items that are considered obscene, indecent, offensive, sexually explicit, endorses violence or advocates or symbolizes discrimination of sex, race, ethnicity or national origin.**
- Each brick has up to three (3) lines and thirteen (13) characters imprinted per line. This includes spaces. Note: dashes, slashes, hearts, and exclamation marks may be used.
- It is recommended that many combinations can be accomplished by two or more bricks placed together.
- Engraving will begin once a minimum of ten (10) bricks have been purchased.

Disclaimer: In the event the brick(s) is vandalized by human and /or destroyed by the elements of nature, the City of St. Cloud is not responsible for the replacement of the brick(s). A new application and charge will be required if the applicant wishes to start the process again.

For more assistance-

Please call 407-957-7257 or 407-957-7392 or visit www.stcloudfl.gov for more information.

Inscription Request:

PRINTED NAME, ADDRESS AND PHONE NUMBER OF APPLICANT(S):

DATE AND SIGNATURE OF APPLICANT(S):

DATE AND APPROVED BY:



Meeting: August 14, 2025

Agenda Item Type: Consent Agenda
Resolution No. 2025-107R

Fire Department Agenda Item:

Resolution No. 2025-107R, a resolution of the City Council of the City of St. Cloud, Florida, adopting the Osceola County Comprehensive Emergency Management Plan.

COST: No cost associated with this item.

This item is to adopt the 2025 Osceola County Comprehensive Emergency Management Plan.

Strategic Key Focus Areas:

Effective Community Safety

Background Information:

Osceola County Emergency Management developed a Comprehensive Emergency Management Plan (CEMP) in coordination with the Emergency Management Working Group that complies with the standards and requirements of the State of Florida Division of Emergency Management (FDEM) and was reviewed and approved by FDEM on February 26, 2025. The City of St Cloud first adopted the CEMP in 2021 via Resolution 2021-176R.

The Osceola County CEMP outlines roles, responsibilities, and process for a county-wide emergency management program and reinforces the importance of inter-agency cooperation during disasters.

Legal Authority:

Florida State Statutes Chapter 252.

Budget and Recommendation:

N/A

Finance Director's Comments:

N/A

Procurement Director's Comments:

N/A

City Manager's Comments:

City Manager recommends approval

City Council Action:

8/14/2025 Final Action

Attachments:

1. Resolution No. 2025-107R

RESOLUTION NO. 2025-107R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, ADOPTING THE OSCEOLA COUNTY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN

WHEREAS, the City of St Cloud, Florida, is vulnerable to a wide range of emergencies, including natural, technological, and man-made disasters, all of which threaten the life, health, and safety of its people; damage and destroy property; disrupt services, businesses, and recreational activities; and impede economic growth and development; and

WHEREAS, It is the intent of the City Council to reduce the vulnerability of the people and property of the City of St Cloud; to prepare for efficient evacuation and shelter of threatened or affected persons; to provide for the rapid and orderly provision of relief to persons and for the restoration of services and property; and to provide for the coordination of activities relating to emergency prevention, protection, mitigation, response, and recovery among and between the City and other agencies, including the State and Federal governments; and

WHEREAS, it is further the intent of the city of St Cloud to promote the City's prevention, protection, mitigation, response and recovery capabilities through coordination and long-term planning; and

WHEREAS, Florida Statutes Chapter 252 requires that each County establish and maintain an emergency management agency to develop a county-wide emergency management plan and program that is coordinated and consistent with the State of Florida Comprehensive Emergency Management Plan; and

WHEREAS, Osceola County Emergency Management developed a Comprehensive Emergency Management Plan (CEMP) in coordination with the Emergency Management Working Group that complies with the standards and requirements of the State of Florida Division of Emergency Management (FDEM) and was reviewed and approved by FDEM on February 26, 2025; and

WHEREAS, the City and County have developed an Annex that is an extension of the CEMP as the official working guidance document that coordinates the emergency management programs and processes between the entities and focuses on certain operational considerations that are specific to the City; and

WHEREAS, the City will develop and maintain an Emergency Operations Plan to be the guiding operational plan for the City that is fully cohesive with the CEMP; and

WHEREAS, It is in the best interest for the health, safety and welfare of all residents of the City of St Cloud for the City to adopt and follow a unified inter-jurisdictional emergency response plan.

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

SECTION I. The forgoing recitals are true, correct and incorporated by this reference

SECTION II. The City of St Cloud does hereby adopt the Osceola County 2025 Comprehensive Emergency Management Plan as the official document to guide preparedness, emergency planning, response and recovery for the City of St Cloud superseding any and all other Comprehensive Emergency Management Plans.

SECTION III. All policies and/or resolutions, or parts of policies and/or resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

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

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida, on this ____ day of _____, 2025.

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



Meeting: August 14, 2025

Agenda Item Type: Consent Agenda
Resolution No. 2025-110R

Building Department Agenda Item:

Resolution No. 2025-110R, a resolution of the City Council of the City of St. Cloud, Florida, amending the schedule of fees and charges pursuant to part II City Code, Chapter 10 – Buildings and Building Regulations, Section 10-3 – Permit and Permit Fee required and amending part III of the Land Development Code, Chapter 1 – General Provision, Administration, and Boards and Commissions, 1.2.8 – Fees and Charges; repealing all resolutions in conflict and providing and effective date.

COST: No cost associated with this item.

This item is to amend the fees schedule for the Building Department by adjusting devices on Fire sprinkler and Fire alarm permit types from 10 to 20 devices. Adding Public Works plan review fees to Demolition Residential and Commercial permits. Adding Multi-family Mechanical, Plumbing, Electrical and Gas sub permit fee to all multifamily permits calculated by unit. Updated timeframe on masterplan permits from one year to the length of the current code cycle and increased the fee. permit extensions and renewals will now incur administrative fees of DCA, DBPR, Tech and Fire Admin Fees when applicable. All changes will take effect on October 1, 2025.

Strategic Key Focus Areas:

High-Performing Government

Background Information:

Resolution No. 2025-110R amends the fees schedule and charges in the following ways:

- To comply with House Bill 551 Fire sprinkler and Fire alarm system permit types adjusted devices from 10 to 20 devices.
- Added Public Works plan review fees to Demolition Residential and Commercial permits.
- Added a Multi-Family Mechanical, Plumbing, Electrical and Gas sub-permit fee to all multifamily permits that will be calculated by unit.
- Updated the timeframe on a masterplan permits from one year to the length of the current code cycle and increased the fee.
- Permit extensions and renewals will now incur administrative fees of DCA, DBPR, Tech and Fire Admin fees when applicable.
- These changes will take effect on October 1, 2025.

Legal Authority:

The City Council is authorized pursuant Sec 1.1.4 of the Land Development Code to establish fees and may change fees from time to time by resolution of the City Council, and such changes shall not be considered an amendment to the Code.

Budget and Recommendation:

There is no cost associated with this item.

Staff recommends Approval of Resolution 2025-110R.

Finance Director's Comments:

N/A

Procurement Director's Comments:

N/A

City Manager's Comments:

City Manager recommends approval

City Council Action:

08/14/25-Final Action

Attachments:

1. Staff Report CC 2025-110R
2. RESOLUTION NO. 2025-110R
3. Building Fee Schedule Update 2025-110R - Tracking Changes
4. Building Fee Schedule Update 2025-110R - Master



**MEMORANDUM REPORT
FOR CITY COUNCIL MEETING – August 14, 2025**

TO: Mayor Robertson and Council Members

THRU: Bob Deatherage, Building Department Director
Building Department

FROM: Cristina Soto, Deputy Director of Administration & Technical Services
Building Department

DATE: August 14, 2025

SUBJECT: Resolution No. 2024-110R

Resolution No. 2025-004R was approved by the City Council to amend the existing fee schedule to establish fees for building permit applications

Resolution No. 2025-110R amends the schedule of fees and charges in the following ways:

- To comply with House Bill 551 Fire sprinkler and fire alarm system permits increased devices from 10 to 20 devices.
- Added Public Works plan review fees to Demolition residential and commercial permits.
- Added a Multi-Family Mechanical, Plumbing, Electrical and Gas sub permit fee to all multifamily permits that will be calculated by unit.
- Updated the timeframe on a masterplan permit from one year to the length of the current code cycle and increased the fee.
- Permit extensions and renewals will now incur administrative fees of DCA, DBPR, Tech and Fire Admin fees when applicable.
- These changes will take effect on October 1, 2025.

COST:

There is no cost associated with this item.

STRATEGIC PLAN GOAL:

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

- **High Performing Government:** Focus on continuity and sustainability of core public services
- **Diverse, Innovative, and Magnetic Economic Development:** Increase the commercial tax base and make the city a desirable business location

STAFF RECOMMENDATION:

Staff recommends **APPROVAL** of Resolution No. 2025-110R

ATTACHMENTS:

- Resolution No. 2025-110R

RESOLUTION NO. 2025-110R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AMENDING THE SCHEDULE OF FEES AND CHARGES PURSUANT TO PART II CITY CODE, CHAPTER 10 – BUILDINGS AND BUILDING REGULATIONS, SECTION 10-3 – PERMIT AND PERMIT FEE REQUIRED AND AMENDING PART III OF THE LAND DEVELOPMENT CODE, CHAPTER 1 – GENERAL PROVISION, ADMINISTRATION, AND BOARDS AND COMMISSIONS, 1.2.8 – FEES AND CHARGES; REPEALING ALL RESOLUTIONS IN CONFLICT AND PROVIDING AND EFFECTIVE DATE.

WHEREAS, the Permit and Permit Fees may be set from time to time by resolution of the City Council and were previously amended by Resolution No. 2025-004R on January 9, 2025.

WHEREAS, the City Council finds that it is in the best interest of the citizens of the City of St. Cloud that the above-stated resolution be amended as set forth herein.

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 does hereby amend the Schedule of Fees more particularly described and set forth in Exhibit “A – Building Fees” attached hereto.

SECTION II

All determinations regarding definition and processing procedure shall be determined by the City of St. Cloud Land Development Code as required. Any determinations regarding definition and processing procedure not stipulated by the Land Development Code shall be by way of written policy from the City Manager’s designee and may be amended from time to time as needed.

SECTION III

The amended schedule of fees and charges shall be posted in the offices of the Building Official and the City Manager and copies of the schedule contained herein shall be made available to the public on demand. The City Manager or his designee shall be directed to collect such fees contemporaneously with applications for procedures.

SECTION IV

All fees not herein specified shall remain as adopted unless otherwise amended by resolution.

SECTION V

The City Clerk, after consultation with the City Attorney, is authorized to correct scrivener's errors found by filing a corrected copy of this resolution in the official records of the City.

SECTION VI

Conflict. Any resolution or part thereof in conflict this resolution is hereby repealed to the extent of such conflict.

SECTION VII

Effective Date. This resolution PASSED AND ADOPTED this 14th of August, 2025, shall take effect on the 1st day of October, 2025.

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

City of St. Cloud Building Department Fee Schedule

Valuation for the purpose of determining permit fees shall be determined by the valuation standards as established and set forth in the latest ICC Construction Square Footage Cost. Square Footage will include everything under roof. (Impact Fees are not included and will be assessed separately by Community Development)

Permit		Base Permit Fee	Plan Review									Administrative Fees			
Type	Sub-Type	By Value/ By Sq Footage / Set Fee	Building		Zoning		Flood		Fire	Public Works		Fire Admin Fee	DCA	DBPR	Tech
			Res	Comm	Res	Comm	Res	Comm	Comm	Res	Comm				
			25%	50%	5%	7.5%	10%	15%	15%	5%	7.5%				
Accessory Dwelling Unit		By Sq. Foot	X		X		X			X			X	X	X
Accessory Structure ⁴	Residential	By Value	X		X		X			X			X	X	X
	Commercial	By Value		X		X		X	X				X	X	X
Aluminum Screen Pool Enclosure	Residential	By Value	X		X					X			X	X	X
	Commercial	By Value		X		X			X				X	X	X
Commercial Additions ⁴		By Value		X		X		X	X		X		X	X	X
Commercial Buildout		By Value		X		X		X	X				X	X	X
Repairs & Alterations ⁴															
Commercial Manufactured Mobile Structure ⁴		By Value		X		X		X	X				X	X	X
Commercial Modular Structure ⁴		\$275.79		X		X		X	X		X		X	X	X
Commercial New ⁴		By Value		X		X		X	X		X		X	X	X

Permit		Base Permit Fee	Plan Review									Administrative Fees			
Type	Sub-Type	By Value/ By Sq Footage / Set Fee	Building		Zoning		Flood		Fire	Public Works		Fire Admin Fee	DCA	DBPR	Tech
			Res	Comm	Res	Comm	Res	Comm	Comm	Res	Comm				
			25%	50%	5%	7.5%	10%	15%	15%	5%	7.5%	50%	1%	1.5%	3%
Commercial Other	Awning	By Value		X		X			X				X	X	X
	Canopy	By Value		X		X			X				X	X	X
	Concrete Pad	By Value		X		X							X	X	X
	Deck or Ramp	By Value		X		X							X	X	X
	Dumpster Enclosure	By Value		X		X					X		X	X	X
	Play or Sports Structure	By Value		X		X							X	X	X
	Solar Re-Roof	By Value		X									X	X	X
	Screen Enclosure	By Value		X		X			X		X		X	X	X
Commercial Temporary Trailer or Storage ⁴		By Value		X		X		X	X				X	X	X
Demolition	Commercial	\$157.59		X		X			X		X		X	X	X
	Residential	\$157.59	X		X				X	X			X	X	X
Dock ⁴	Residential	By Value	X		X								X	X	X
	Commercial	By Value		X		X			X				X	X	X
Electrical Low Voltage	Residential	By Value	X										X	X	X
	Commercial	By Value		X									X	X	X
Electrical Service Upgrade Only	Residential	By Value	X										X	X	X
	Commercial	By Value		X									X	X	X
Electrical Stand Alone	Residential	By Value	X				X						X	X	X
	Commercial	By Value		X				X					X	X	X
Electrical Sub Permit	Residential	\$47.28	X										X	X	X
	Commercial	\$47.28		X									X	X	X
	Multi Family	47.28 per unit	X										X	X	X

Permit		Base Permit Fee	Plan Review									Administrative Fees			
Type	Sub-Type	By Value/ By Sq Footage / Set Fee	Building		Zoning		Flood		Fire	Public Works		Fire Admin Fee	DCA	DBPR	Tech
			Res	Comm	Res	Comm	Res	Comm	Comm	Res	Comm				
			25%	50%	5%	7.5%	10%	15%	15%	5%	7.5%		1%	1.5%	3%
Fire Major ¹	Fire Sprinkler >20 Heads	\$83.64										X	X	X	X
	Standpipe	\$83.64										X	X	X	X
	Fire Pump	\$83.64										X	X	X	X
	Fire Alarm System>20	\$83.64										X	X	X	X
	Hood Suppression/Paint Booth/Clean Agent	\$83.64										X	X	X	X
	Fireworks	\$83.64										X	X	X	X
	Pyrotechnics	\$83.64										X	X	X	X
	Radio Enhancement System	\$83.64										X	X	X	X
Fire Minor ²	Emergency Vehicle Gate	\$41.82		X								X	X	X	X
	Fire Alarm System up to 20 Devices	\$41.82										X	X	X	X
	Fire Sprinkler up to 20 Heads	\$41.82										X	X	X	X
	Hot Works	\$41.82										X	X	X	X
	Tar Kettle	\$41.82										X	X	X	X
	Tent	\$41.82				X						X	X	X	X
Fire Underground Line ³		\$204.00										X	X	X	X
Flag Pole	Commercial	By Value		X		X							X	X	X
	Residential	By Value	X		X								X	X	X

Permit		Base Permit Fee	Plan Review									Administrative Fees			
Type	Sub-Type	By Value/ By Sq Footage / Set Fee	Building		Zoning		Flood		Fire	Public Works		Fire Admin Fee	DCA	DBPR	Tech
			Res	Comm	Res	Comm	Res	Comm	Comm	Res	Comm				
			25%	50%	5%	7.5%	10%	15%	15%	5%	7.5%				
Floodplain Related Requests	Official Flood Determination Letter	\$50.00													
	Floodplain Management Technical Review	\$50.00													
Garage ⁴	Attached	By Value	X				X			X			X	X	X
	Detached	By Value	X		X		X			X			X	X	X
Gas Stand Alone	LP	By Value	X				X		X				X	X	X
	Natural Gas	By Value	X					X	X				X	X	X
Gas Sub Permit	LP	\$47.28	X						X				X	X	X
	Natural Gas	\$47.28	X						X				X	X	X
	Multi Family	47.28 per unit	X						X				X	X	X
Hurricane Shutters	Residential	By Value	X										X	X	X
	Commercial	By Value		X									X	X	X
Irrigation System Potable Residential		\$80.00	X										X	X	X
Irrigation System Potable Commercial		\$134.00		X									X	X	X
Manufacture Mobile Home Roof Over		By Value	X										X	X	X
Master Plan - Valid 1 year from date of submittal to end of current code cycle	Multi Family	\$153.00							X				X	X	X
	Single Family Attached	\$153.00											X	X	X
	Single Family Detached	\$153.00											X	X	X
	Pool	\$153.00											X	X	X
	Pool With Spa	\$153.00											X	X	X
Mechanical Stand Alone	Residential	By Value	X				X						X	X	X
	Commercial	By Value		X				X					X	X	X

Permit		Base Permit Fee	Plan Review									Administrative Fees			
Type	Sub-Type	By Value/ By Sq Footage / Set Fee	Building		Zoning		Flood		Fire	Public Works		Fire Admin Fee	DCA	DBPR	Tech
			Res	Comm	Res	Comm	Res	Comm	Comm	Res	Comm				
			25%	50%	5%	7.5%	10%	15%	15%	5%	7.5%		1%	1.5%	3%
Mechanical Sub Permit	Residential	\$47.28	X										X	X	X
	Commercial	\$47.28		X									X	X	X
	Multi Family	47.28 per unit											X	X	X
Model Conversion ⁴	Condominium	By Value	X		X					X			X	X	X
	Mobile Home	By Value	X		X					X			X	X	X
	Single Family Attached	By Value	X		X					X			X	X	X
	Single Family Detached	By Value	X		X					X			X	X	X
Multi Family ⁴	Apartments	By Value		X		X		X	X		X		X	X	X
	Condominiums	By Value		X		X		X	X		X		X	X	X
Open Permit Search		\$26.27													
Plumbing Stand Alone	Residential	By Value	X				X						X	X	X
	Commercial	By Value		X				X					X	X	X
Plumbing Sub Permit	Residential	\$47.28	X										X	X	X
	Commercial	\$47.28		X									X	X	X
	Multi Family	47.28 per unit											X	X	X
Radio Cell Tower		By Value		X		X							X	X	X
Reclaim Water Commercial		\$134.00		X									X	X	X
Reclaim Water Residential		\$80.00	X										X	X	X

Permit		Base Permit Fee	Plan Review									Administrative Fees			
Type	Sub-Type	By Value/ By Sq Footage / Set Fee	Building		Zoning		Flood		Fire	Public Works		Fire Admin Fee	DCA	DBPR	Tech
			Res	Comm	Res	Comm	Res	Comm	Comm	Res	Comm				
			25%	50%	5%	7.5%	10%	15%	15%	5%	7.5%		1%	1.5%	3%
Residential Additions ⁴	Addition	By Value	X		X		X			X			X	X	X
	Car Port	By Value	X		X					X			X	X	X
	Deck or Ramp	By Value	X		X								X	X	X
	Patio Roof New Concrete	By Value	X		X		X			X			X	X	X
	Patio Roof Existing Concrete	By Value	X		X		X			X			X	X	X
	Screen Enclosure New Concrete	By Value	X		X					X			X	X	X
	Screen Enclosure Existing Concrete	By Value	X		X					X			X	X	X
Residential Manufactured Mobile Home ⁴		\$236.39	X		X		X			X			X	X	X
Residential Modular Home ⁴		\$275.79	X		X		X			X			X	X	X
Residential Other	Awning	By Value	X		X					X			X	X	X
	Canopy	By Value	X		X								X	X	X
	Concrete Pad	By Value	X		X					X			X	X	X
	Play Sports Structure	By Value	X		X								X	X	X
	Solar Re-Roof	By Value	X										X	X	X
Residential Repairs & Alterations ⁴		By Value	X		X		X						X	X	X
Roofing	Residential	By Value											X	X	X
	Commercial	By Value		X									X	X	X

Permit		Base Permit Fee	Plan Review									Administrative Fees			
Type	Sub-Type	By Value/ By Sq Footage / Set Fee	Building		Zoning		Flood		Fire	Public Works		Fire Admin Fee	DCA	DBPR	Tech
			Res	Comm	Res	Comm	Res	Comm	Comm	Res	Comm				
			25%	50%	5%	7.5%	10%	15%	15%	5%	7.5%		1%	1.5%	3%
Siding or Soffit	Residential	By Value	X		X								X	X	X
	Commercial	By Value		X		X							X	X	X
Signs ⁴		By Value		X		X							X	X	X
Single Family Attached ⁴	Townhomes	By Sq. Foot	X		X		X			X			X	X	X
	Duplex	By Sq. Foot	X		X		X			X			X	X	X
	Triplex	By Sq. Foot	X		X		X			X			X	X	X
Single Family Detached ⁴		By Sq. Foot	X		X		X			X			X	X	X
Solar Photovoltaic	Residential	By Value	X										X	X	X
	Commercial	By Value		X									X	X	X
Solar Water Heater	Residential	By Value	X				X						X	X	X
	Commercial	By Value		X				X					X	X	X
Storage Tank		By Value		X		X		X	X				X	X	X
Swimming Pool In Ground ⁴	Residential	By Value	X		X		X						X	X	X
	Commercial	By Value		X		X		X					X	X	X
Swimming Pool or Spa Above Ground ⁴		By Value	X		X		X						X	X	X
	Residential														
	Commercial	By Value		X		X		X					X	X	X
Wall Subdivision or Retaining with Footers ⁴	Residential	By Value	X		X		X						X	X	X
	Commercial	By Value		X		X		X					X	X	X
Window or Door Replacement	Residential	By Value											X	X	X
	Commercial	By Value											X	X	X

Footnotes	
1 - \$83.64 Minimum or \$.015 of the valuation	
2 - \$41.82 Minimum or \$.015 of the valuation	
3 - \$204.00 for the first 200 Linear Ft. plus \$41.82 for each additional 200 linear ft.	
4- In addition to the permit fee the applicable mechanical, plumbing, electrical and gas sub permit fees will apply if they are apart of the project.	
**If your project includes irrigation a separate irrigation permit will be required.	
Permit Fees Issued by Valuation	
\$0.01-\$1,000.00	\$38.77
\$1,000.01 - \$15,000.00	\$38.69 for the first \$1,000.00 plus \$2.80 for each additional thousand or fraction thereof
\$15,000.01 - \$25,000.00	\$78.05 for the first \$15,000.00 plus \$4.53 for each additional thousand or fraction thereof
\$25,000.01 - \$40,000.00	\$123.20 for the first \$25,000.00 plus \$4.53 for each additional thousand or fraction thereof
\$40,000.01 - \$100,000.00	\$191.05 for the first \$40,000.00 plus \$3.87 for each additional thousand or fraction thereof
\$100,000.01 - \$500,000.00	\$423.64 for the first \$100,000.00 plus \$2.80 for each additional thousand or fraction thereof
\$500,000.01 and over	\$1,543.58 for the first \$500,000.00 plus \$2.58 for each additional thousand or fraction thereof
Permit Fees Issued by Square Footage	
0001 -1,599 sq ft	\$1,298.49
1,600 -1,999 sq ft	\$1,298.49 for the first 1,599 sq. ft. plus \$7.73 for each additional 100 sq. ft. or fraction thereof
2,000 - 2,999 sq ft	\$1,329.41 for the first 1,999 sq. ft. plus \$9.27 for each additional 100 sq. ft. or fraction thereof
3,000 - 3,999 sq ft	\$1,422.15 for the first 2,999 sq. ft. plus \$4.64 for each additional 100 sq. ft. or fraction thereof
4,000 - 4,999 sq ft	\$1,471.62 for the first 3,999 sq. ft. plus \$3.10 for each additional 100 sq. ft. or fraction thereof
5,000 sq ft and over	\$1,502.58 for the first 4,999 sq. ft. plus \$3.10 for each additional 100 sq. ft. or fraction thereof
MISCELLANEOUS FEES	
Re-Inspection Fees	
A charge will be assessed beginning with the second failed Building or Fire inspection, for work rejected due to failure to meet applicable code requirements and/or for work not being ready on the date or the time the inspection was requested.	\$52.53
Any inspection after the third failed inspection for any project or activity for the same violation specifically or continuously noted in each rejection shall be charged a fee of:	\$210.12
All re-inspection fees shall be paid in full prior to scheduling the final inspection, prior to permanent power release, and prior to the issuance of the Certificate of Occupancy.	
Weekend/Holiday & After Hour Inspections	\$157.59
This fee is assessed per permit per day. Holidays are established by the City calendar and after hours are between 5:00 pm & 7:00 am	
Failure to obtain a permit prior to commencement of work	Double the Permit Fee *this will include sub fees

MISCELLANEOUS FEES		FEE
Permit / Application Extensions		\$52.53 or 1/2 the cost of original permit fee whichever is greater
Requests must be received in writing on the the applicable form and MUST be made prior to the expiration of the permit or permit application showing justifiable cause, and shall be limited to two (2) 90 day extensions.		
Application Extension - 180 days from the application submittal date		
Permit Extension - 180 days from the date of the last approved inspection or 180 days from permit issued date.		
Fee will be subject to include Administrative Fees		
Permit Renewal		100% of the permit fee or \$75.00 whichever is greater
Permit Renewals, are requests that are made in writing indicating justifiable cause, after the permit has already expired. These will be considered only if the request falls within the same code cycle of permit issuance.		
Fee will be subject to include Administrative Fees		
Abandoned Application		
Application/ permits will be considered abandoned or closed if not picked up or not approved within 180 days from application date and any fees collected will be non-refundable. Applications that are deemed Abandoned or revoked that have already been reviewed will require payment of all plan review fees.		
Copies		
Duplicate Permit Card		\$21.01
Copy of Plans or Surveys 8 1/2 x 11		\$.15 Per Page
Copy of Plans or Surveys 8 1/2 x 14 or Ledger Size		\$1.00 Per Page
Copy of Large Plans		\$5.00 Per Page
Additional set of Stamped Plans		\$2.06 Per Page
The first two stamped plans are included in the permit fee each additional plan provided for review, approval and stamp will be assessed the charge above.		
Plan Revisions / Digital Submittal Printing		
8 1/2 x 11		\$5.00 Per Page
8 1/2 x 14 or Ledger Size		\$10.00 Per Page
24 x 36 or Larger Plans		\$20.00 Per Page
The initial review fee includes response to comments resubmittals. All revisions submitted after permit issuance will be charged the rate above. Permits that are applied for digitally will be made available for the customer digitally, if copies are requested they will incur the above cost per page.		
Non- Digital Submittal Fee		
New Residential Construction (New Single Family)		\$250.00 Per Address/ Building
New Commercial Construction (New Structure / Multifamily)		\$500.00 Per Address/ Building

MISCELLANEOUS FEES		FEE
Contractor (Sub) Change Out		\$52.53
Requests must be received in writing by the Building Department on the applicable form. The fee is assessed per permit and per Contractor/Subcontractor/Private Provider.		
Private Provider Discounted Fees (DCA, DBPR and Technology Fees also apply and are additional)		
Commercial & Residential Private Provider Plan Review and Inspection Services		80% Discount of Base Permit Fee & 100% Discount of the Building Plan Review Fee
Commercial & Residential Private Provider Inspection and/or Plan Review ONLY Services		50% Discount of the Base Permit Fee
Breakdown of Administrative Fees		
Technology Fee		3% of: Permit Fee, Bldg., Fire and Flood Plan Review Fees
DCA - Department of Community Affairs		1% of: Permit Fee, Bldg., Fire and Flood Plan Review Fees with a \$2.00 minimum
DBPR - Department of Business & Professional Regulation		1.5% of: Permit Fee, Bldg., Fire and Flood Plan Review Fees with a \$2.00 minimum
Fire Permit Administration Fee		50% of the Fire Permit Fee

MISCELLANEOUS FEES		FEE
Plan Review Fee		
Building Department		
Commercial		50% of the permit fee
Residential		25% of the permit fee
Public Works Department		
Commercial		7.5% of the permit fee
Residential		5% of the permit fee
Planning & Zoning Department		
Commercial		7.5% of the permit fee
Residential		5% of the permit fee
Fire Department		
Commercial		15% of the permit fee
Floodplain		
Commercial		15% of the permit fee
Residential		10% of the permit fee
Refund Policy		
A written request is required in order to obtain a refund within 30 days of permit issuance. Refunds will be granted for 75% of the original permit fee and will not be granted for permit fees under \$100.00. Plan review and Non-Digital Submittal fees are non refundable. No refund will be made on any permit on which construction was begun.		

City of St. Cloud Building Department Fee Schedule

Valuation for the purpose of determining permit fees shall be determined by the valuation standards as established and set forth in the latest ICC Construction Square Footage Cost. Square Footage will include everything under roof. (Impact Fees are not included and will be assessed separately by Community Development)

Permit		Base Permit Fee	Plan Review									Administrative Fees			
Type	Sub-Type	By Value/ By Sq Footage / Set Fee	Building		Zoning		Flood		Fire	Public Works		Fire Admin Fee	DCA	DBPR	Tech
			Res	Comm	Res	Comm	Res	Comm	Comm	Res	Comm				
			25%	50%	5%	7.5%	10%	15%	15%	5%	7.5%				
Accessory Dwelling Unit		By Sq. Foot	X		X		X			X			X	X	X
Accessory Structure ⁴	Residential	By Value	X		X		X			X			X	X	X
	Commercial	By Value		X		X		X	X				X	X	X
Aluminum Screen Pool Enclosure	Residential	By Value	X		X					X			X	X	X
	Commercial	By Value		X		X			X				X	X	X
Commercial Additions ⁴		By Value		X		X		X	X		X		X	X	X
Commercial Buildout		By Value		X		X		X	X				X	X	X
Repairs & Alterations ⁴															
Commercial Manufactured Mobile Structure ⁴		By Value		X		X		X	X				X	X	X
Commercial Modular Structure ⁴		\$275.79		X		X		X	X		X		X	X	X
Commercial New ⁴		By Value		X		X		X	X		X		X	X	X

Permit		Base Permit Fee	Plan Review									Administrative Fees			
Type	Sub-Type	By Value/ By Sq Footage / Set Fee	Building		Zoning		Flood		Fire	Public Works		Fire Admin Fee	DCA	DBPR	Tech
			Res	Comm	Res	Comm	Res	Comm	Comm	Res	Comm				
			25%	50%	5%	7.5%	10%	15%	15%	5%	7.5%		1%	1.5%	3%
Commercial Other	Awning	By Value		X		X			X				X	X	X
	Canopy	By Value		X		X			X				X	X	X
	Concrete Pad	By Value		X		X							X	X	X
	Deck or Ramp	By Value		X		X							X	X	X
	Dumpster Enclosure	By Value		X		X					X		X	X	X
	Play or Sports Structure	By Value		X		X							X	X	X
	Solar Re-Roof	By Value		X									X	X	X
	Screen Enclosure	By Value		X		X			X		X		X	X	X
Commercial Temporary Trailer or Storage ⁴		By Value		X		X		X	X				X	X	X
Demolition	Commercial	\$157.59		X		X			X		X		X	X	X
	Residential	\$157.59	X		X				X	X			X	X	X
Dock ⁴	Residential	By Value	X		X								X	X	X
	Commercial	By Value		X		X			X				X	X	X
Electrical Low Voltage	Residential	By Value	X										X	X	X
	Commercial	By Value		X									X	X	X
Electrical Service Upgrade Only	Residential	By Value	X										X	X	X
	Commercial	By Value		X									X	X	X
Electrical Stand Alone	Residential	By Value	X				X						X	X	X
	Commercial	By Value		X				X					X	X	X
Electrical Sub Permit	Residential	\$47.28	X										X	X	X
	Commercial	\$47.28		X									X	X	X
	Multi Family	47.28 per unit	X										X	X	X

Permit		Base Permit Fee	Plan Review									Administrative Fees			
Type	Sub-Type	By Value/ By Sq Footage / Set Fee	Building		Zoning		Flood		Fire	Public Works		Fire Admin Fee	DCA	DBPR	Tech
			Res	Comm	Res	Comm	Res	Comm	Comm	Res	Comm				
			25%	50%	5%	7.5%	10%	15%	15%	5%	7.5%		1%	1.5%	3%
Fire Major ¹	Fire Sprinkler >20 Heads	\$83.64										X	X	X	X
	Standpipe	\$83.64										X	X	X	X
	Fire Pump	\$83.64										X	X	X	X
	Fire Alarm System>20	\$83.64										X	X	X	X
	Hood Suppression/Paint Booth/Clean Agent	\$83.64										X	X	X	X
	Fireworks	\$83.64										X	X	X	X
	Pyrotechnics	\$83.64										X	X	X	X
	Radio Enhancement System	\$83.64										X	X	X	X
Fire Minor ²	Emergency Vehicle Gate	\$41.82		X								X	X	X	X
	Fire Alarm System up to 20 Devices	\$41.82										X	X	X	X
	Fire Sprinkler up to 20 Heads	\$41.82										X	X	X	X
	Hot Works	\$41.82										X	X	X	X
	Tar Kettle	\$41.82										X	X	X	X
	Tent	\$41.82				X						X	X	X	X
Fire Underground Line ³		\$204.00										X	X	X	X
Flag Pole	Commercial	By Value		X		X							X	X	X
	Residential	By Value	X		X								X	X	X

Permit		Base Permit Fee	Plan Review									Administrative Fees			
Type	Sub-Type	By Value/ By Sq Footage / Set Fee	Building		Zoning		Flood		Fire	Public Works		Fire Admin Fee	DCA	DBPR	Tech
			Res	Comm	Res	Comm	Res	Comm	Comm	Res	Comm				
			25%	50%	5%	7.5%	10%	15%	15%	5%	7.5%				
Floodplain Related Requests	Official Flood Determination Letter	\$50.00													
	Floodplain Management Technical Review	\$50.00													
Garage ⁴	Attached	By Value	X				X			X			X	X	X
	Detached	By Value	X		X		X			X			X	X	X
Gas Stand Alone	LP	By Value	X				X		X				X	X	X
	Natural Gas	By Value	X					X	X				X	X	X
Gas Sub Permit	LP	\$47.28	X						X				X	X	X
	Natural Gas	\$47.28	X						X				X	X	X
	Multi Family	47.28 per unit	X						X				X	X	X
Hurricane Shutters	Residential	By Value	X										X	X	X
	Commercial	By Value		X									X	X	X
Irrigation System Potable Residential		\$80.00	X										X	X	X
Irrigation System Potable Commercial		\$134.00		X									X	X	X
Manufacture Mobile Home Roof Over		By Value	X										X	X	X
Master Plan - Valid 1 year from date of submittal to end of current code cycle	Multi Family	\$153.00							X				X	X	X
	Single Family Attached	\$153.00											X	X	X
	Single Family Detached	\$153.00											X	X	X
	Pool	\$153.00											X	X	X
	Pool With Spa	\$153.00											X	X	X
Mechanical Stand Alone	Residential	By Value	X				X						X	X	X
	Commercial	By Value		X				X					X	X	X

Permit		Base Permit Fee	Plan Review									Administrative Fees			
Type	Sub-Type	By Value/ By Sq Footage / Set Fee	Building		Zoning		Flood		Fire	Public Works		Fire Admin Fee	DCA	DBPR	Tech
			Res	Comm	Res	Comm	Res	Comm	Comm	Res	Comm				
			25%	50%	5%	7.5%	10%	15%	15%	5%	7.5%		1%	1.5%	3%
Mechanical Sub Permit	Residential	\$47.28	X										X	X	X
	Commercial	\$47.28		X									X	X	X
	Multi Family	47.28 per unit											X	X	X
Model Conversion ⁴	Condominium	By Value	X		X					X			X	X	X
	Mobile Home	By Value	X		X					X			X	X	X
	Single Family Attached	By Value	X		X					X			X	X	X
	Single Family Detached	By Value	X		X					X			X	X	X
Multi Family ⁴	Apartments	By Value		X		X		X	X		X		X	X	X
	Condominiums	By Value		X		X		X	X		X		X	X	X
Open Permit Search		\$26.27													
Plumbing Stand Alone	Residential	By Value	X				X						X	X	X
	Commercial	By Value		X				X					X	X	X
Plumbing Sub Permit	Residential	\$47.28	X										X	X	X
	Commercial	\$47.28		X									X	X	X
	Multi Family	47.28 per unit											X	X	X
Radio Cell Tower		By Value		X		X							X	X	X
Reclaim Water Commercial		\$134.00		X									X	X	X
Reclaim Water Residential		\$80.00	X										X	X	X

Permit		Base Permit Fee	Plan Review									Administrative Fees			
Type	Sub-Type	By Value/ By Sq Footage / Set Fee	Building		Zoning		Flood		Fire	Public Works		Fire Admin Fee	DCA	DBPR	Tech
			Res	Comm	Res	Comm	Res	Comm	Comm	Res	Comm				
			25%	50%	5%	7.5%	10%	15%	15%	5%	7.5%		1%	1.5%	3%
Residential Additions ⁴	Addition	By Value	X		X		X			X			X	X	X
	Car Port	By Value	X		X					X			X	X	X
	Deck or Ramp	By Value	X		X								X	X	X
	Patio Roof New Concrete	By Value	X		X		X			X			X	X	X
	Patio Roof Existing Concrete	By Value	X		X		X			X			X	X	X
	Screen Enclosure New Concrete	By Value	X		X					X			X	X	X
	Screen Enclosure Existing Concrete	By Value	X		X					X			X	X	X
Residential Manufactured Mobile Home ⁴		\$236.39	X		X		X			X			X	X	X
Residential Modular Home ⁴		\$275.79	X		X		X			X			X	X	X
Residential Other	Awning	By Value	X		X					X			X	X	X
	Canopy	By Value	X		X								X	X	X
	Concrete Pad	By Value	X		X					X			X	X	X
	Play Sports Structure	By Value	X		X								X	X	X
	Solar Re-Roof	By Value	X										X	X	X
Residential Repairs & Alterations ⁴		By Value	X		X		X						X	X	X
Roofing	Residential	By Value											X	X	X
	Commercial	By Value		X									X	X	X

Permit		Base Permit Fee	Plan Review									Administrative Fees			
Type	Sub-Type	By Value/ By Sq Footage / Set Fee	Building		Zoning		Flood		Fire	Public Works		Fire Admin Fee	DCA	DBPR	Tech
			Res	Comm	Res	Comm	Res	Comm	Comm	Res	Comm				
			25%	50%	5%	7.5%	10%	15%	15%	5%	7.5%		1%	1.5%	3%
Siding or Soffit	Residential	By Value	X		X								X	X	X
	Commercial	By Value		X		X							X	X	X
Signs ⁴		By Value		X		X							X	X	X
Single Family Attached ⁴	Townhomes	By Sq. Foot	X		X		X			X			X	X	X
	Duplex	By Sq. Foot	X		X		X			X			X	X	X
	Triplex	By Sq. Foot	X		X		X			X			X	X	X
Single Family Detached ⁴		By Sq. Foot	X		X		X			X			X	X	X
Solar Photovoltaic	Residential	By Value	X										X	X	X
	Commercial	By Value		X									X	X	X
Solar Water Heater	Residential	By Value	X				X						X	X	X
	Commercial	By Value		X				X					X	X	X
Storage Tank		By Value		X		X		X	X				X	X	X
Swimming Pool In Ground ⁴	Residential	By Value	X		X		X						X	X	X
	Commercial	By Value		X		X		X					X	X	X
Swimming Pool or Spa Above Ground ⁴		By Value	X		X		X						X	X	X
	Residential														
	Commercial	By Value		X		X		X					X	X	X
Wall Subdivision or Retaining with Footers ⁴	Residential	By Value	X		X		X						X	X	X
	Commercial	By Value		X		X		X					X	X	X
Window or Door Replacement	Residential	By Value											X	X	X
	Commercial	By Value											X	X	X

Footnotes	
1 - \$83.64 Minimum or \$.015 of the valuation	
2 - \$41.82 Minimum or \$.015 of the valuation	
3 - \$204.00 for the first 200 Linear Ft. plus \$41.82 for each additional 200 linear ft.	
4- In addition to the permit fee the applicable mechanical, plumbing, electrical and gas sub permit fees will apply if they are apart of the project.	
**If your project includes irrigation a separate irrigation permit will be required.	
Permit Fees Issued by Valuation	
\$0.01-\$1,000.00	\$38.77
\$1,000.01 - \$15,000.00	\$38.69 for the first \$1,000.00 plus \$2.80 for each additional thousand or fraction thereof
\$15,000.01 - \$25,000.00	\$78.05 for the first \$15,000.00 plus \$4.53 for each additional thousand or fraction thereof
\$25,000.01 - \$40,000.00	\$123.20 for the first \$25,000.00 plus \$4.53 for each additional thousand or fraction thereof
\$40,000.01 - \$100,000.00	\$191.05 for the first \$40,000.00 plus \$3.87 for each additional thousand or fraction thereof
\$100,000.01 - \$500,000.00	\$423.64 for the first \$100,000.00 plus \$2.80 for each additional thousand or fraction thereof
\$500,000.01 and over	\$1,543.58 for the first \$500,000.00 plus \$2.58 for each additional thousand or fraction thereof
Permit Fees Issued by Square Footage	
0001 -1,599 sq ft	\$1,298.49
1,600 -1,999 sq ft	\$1,298.49 for the first 1,599 sq. ft. plus \$7.73 for each additional 100 sq. ft. or fraction thereof
2,000 - 2,999 sq ft	\$1,329.41 for the first 1,999 sq. ft. plus \$9.27 for each additional 100 sq. ft. or fraction thereof
3,000 - 3,999 sq ft	\$1,422.15 for the first 2,999 sq. ft. plus \$4.64 for each additional 100 sq. ft. or fraction thereof
4,000 - 4,999 sq ft	\$1,471.62 for the first 3,999 sq. ft. plus \$3.10 for each additional 100 sq. ft. or fraction thereof
5,000 sq ft and over	\$1,502.58 for the first 4,999 sq. ft. plus \$3.10 for each additional 100 sq. ft. or fraction thereof
MISCELLANEOUS FEES	
Re-Inspection Fees	
A charge will be assessed beginning with the second failed Building or Fire inspection, for work rejected due to failure to meet applicable code requirements and/or for work not being ready on the date or the time the inspection was requested.	\$52.53
Any inspection after the third failed inspection for any project or activity for the same violation specifically or continuously noted in each rejection shall be charged a fee of:	\$210.12
All re-inspection fees shall be paid in full prior to scheduling the final inspection, prior to permanent power release, and prior to the issuance of the Certificate of Occupancy.	
Weekend/Holiday & After Hour Inspections	\$157.59
This fee is assessed per permit per day. Holidays are established by the City calendar and after hours are between 5:00 pm & 7:00 am	
Failure to obtain a permit prior to commencement of work	Double the Permit Fee *this will include sub fees

MISCELLANEOUS FEES		FEE
Permit / Application Extensions		\$52.53 or 1/2 the cost of original permit fee whichever is greater
Requests must be received in writing on the the applicable form and MUST be made prior to the expiration of the permit or permit application showing justifiable cause, and shall be limited to two (2) 90 day extensions.		
Application Extension - 180 days from the application submittal date		
Permit Extension - 180 days from the date of the last approved inspection or 180 days from permit issued date.		
Fee will be subject to include Administrative Fees		
Permit Renewal		100% of the permit fee or \$75.00 whichever is greater
Permit Renewals, are requests that are made in writing indicating justifiable cause, after the permit has already expired. These will be considered only if the request falls within the same code cycle of permit issuance.		
Fee will be subject to include Administrative Fees		
Abandoned Application		
Application/ permits will be considered abandoned or closed if not picked up or not approved within 180 days from application date and any fees collected will be non-refundable. Applications that are deemed Abandoned or revoked that have already been reviewed will require payment of all plan review fees.		
Copies		
Duplicate Permit Card		\$21.01
Copy of Plans or Surveys 8 1/2 x 11		\$.15 Per Page
Copy of Plans or Surveys 8 1/2 x 14 or Ledger Size		\$1.00 Per Page
Copy of Large Plans		\$5.00 Per Page
Additional set of Stamped Plans		\$2.06 Per Page
The first two stamped plans are included in the permit fee each additional plan provided for review, approval and stamp will be assessed the charge above.		
Plan Revisions / Digital Submittal Printing		
8 1/2 x 11		\$5.00 Per Page
8 1/2 x 14 or Ledger Size		\$10.00 Per Page
24 x 36 or Larger Plans		\$20.00 Per Page
The initial review fee includes response to comments resubmittals. All revisions submitted after permit issuance will be charged the rate above. Permits that are applied for digitally will be made available for the customer digitally, if copies are requested they will incur the above cost per page.		
Non- Digital Submittal Fee		
New Residential Construction (New Single Family)		\$250.00 Per Address/ Building
New Commercial Construction (New Structure / Multifamily)		\$500.00 Per Address/ Building

MISCELLANEOUS FEES	FEE
Contractor (Sub) Change Out	\$52.53
Requests must be received in writing by the Building Department on the applicable form. The fee is assessed per permit and per Contractor/Subcontractor/Private Provider.	
Private Provider Discounted Fees (DCA, DBPR and Technology Fees also apply and are additional)	
Commercial & Residential Private Provider Plan Review and Inspection Services	80% Discount of Base Permit Fee & 100% Discount of the Building Plan Review Fee
Commercial & Residential Private Provider Inspection and/or Plan Review ONLY Services	50% Discount of the Base Permit Fee
Breakdown of Administrative Fees	
Technology Fee	3% of: Permit Fee, Bldg., Fire and Flood Plan Review Fees
DCA - Department of Community Affairs	1% of: Permit Fee, Bldg., Fire and Flood Plan Review Fees with a \$2.00 minimum
DBPR - Department of Business & Professional Regulation	1.5% of: Permit Fee, Bldg., Fire and Flood Plan Review Fees with a \$2.00 minimum
Fire Permit Administration Fee	50% of the Fire Permit Fee

MISCELLANEOUS FEES		FEE
Plan Review Fee		
Building Department		
Commercial		50% of the permit fee
Residential		25% of the permit fee
Public Works Department		
Commercial		7.5% of the permit fee
Residential		5% of the permit fee
Planning & Zoning Department		
Commercial		7.5% of the permit fee
Residential		5% of the permit fee
Fire Department		
Commercial		15% of the permit fee
Floodplain		
Commercial		15% of the permit fee
Residential		10% of the permit fee
Refund Policy		
A written request is required in order to obtain a refund within 30 days of permit issuance. Refunds will be granted for 75% of the original permit fee and will not be granted for permit fees under \$100.00. Plan review and Non-Digital Submittal fees are non refundable. No refund will be made on any permit on which construction was begun.		



Meeting: August 14, 2025

Agenda Item Type: Consent Agenda
Resolution No.2025-114R

Finance Agenda Item:

Resolution No. 2025-114R, 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:

High-Performing Government

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, 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 08/14/2025

Attachments:

1. Exhibit A 2025-114R
2. Consent Signature 2025-114R



City of St. Cloud
Fixed Asset

Exhibit 'A' to Resolution No. 2025-114R

Thursday, August 14, 2025

								\$ 2,211,885.05	\$ 2,187,544.50	\$23,140.55		
QTY	FA #	Imp	Description	Serial #	Unit/Tag #	Dept.	Reason	Date Acquired	Original Cost	L-T-D Depreciation	Current Value	Status
1	55634		SECURITY SYSTEM CAMERAS FOR MARINA BLDG			IT	REPLACED	2/29/2012	\$ 23,824.67	\$ 23,824.67	\$ -	F
1	55634	1	SECURITY CAMERA AND DATA ACCESS			IT	REPLACED	8/27/2013	\$ 5,107.86	\$ 5,107.86	\$ -	F
1	24857	0	GEOXT HANDHELD WITH ARCPAD 603	4438E0869	16694	IT	OBSOLETE	10/21/2004	\$ 5,635.00	\$ 5,635.00	\$ -	F
1	24858	0	GEOXT HANDHELD WITH ARCPAD BLD	4441E01519	16695	IT	OBSOLETE	10/21/2004	\$ 6,485.00	\$ 6,485.00	\$ -	F
1	36862	0	WIFI RADIO, TROPUS 5210	21839	17673	IT	OBSOLETE	6/13/2006	\$ 5,758.23	\$ 5,758.23	\$ -	F
1	47142	0	SERVER, ARCGIS UPGRADE TO ENTERPRISE ADV			IT	REPLACED	6/8/2007	\$ 20,000.00	\$ 20,000.00	\$ -	F
1	53441	0	PROJECTOR WITH 60X80 SCREEN			IT	AUCTION	9/30/2007	\$ 7,135.07	\$ 7,135.07	\$ -	F
1	56943	0	SERVERS, 256GB VIRTUALIZAT HP DL380P GEN8 8-SFF CTO			IT	AUCTION	11/13/2013	\$ 84,439.86	\$ 84,439.86	\$ -	F
1	6380	0	VOICE COMMUNICATION/NEW CITY HALL			IT	REPLACED WITH AVAYA	9/28/2004	\$ 220,679.17	\$ 220,679.17	\$ -	F
1	47555	1	PROJ WA0309 PHONE SYSTEM		19357	IT	REPLACED WITH AVAYA	8/21/2008	\$ 162,440.16	\$ 162,440.16	\$ -	F
1	56848	0	2014 FORD TRANSIT VAN	NM0LS6E70E1147692	14-47	PUBLIC WORKS	AUCTION	5/14/2014	\$ 19,456.35	\$ 19,456.35	\$ -	F
1	56849	0	2014 250 CARGO VAN	1FTNE2EW3EDA59138	14-46	PUBLIC WORKS	AUCTION	4/10/2014	\$ 18,370.35	\$ 18,370.35	\$ -	F
1	56909	0	2014 FORD F150 2X4	1FTEX1CM4EFB95319	6-23	PUBLIC WORKS	AUCTION	8/21/2014	\$ 19,836.93	\$ 19,836.93	\$ -	F
1	57014	0	2014 FORD EXPLORER	1FM5K7B89EG82870	25-9	PUBLIC WORKS	AUCTION	9/12/2014	\$ 24,586.50	\$ 24,586.50	\$ -	F
1	57386	0	2015 FORD ESCAPE FWD	1FMCU0F70FUA37259	26-4	PUBLIC WORKS	AUCTION	12/12/2014	\$ 20,620.49	\$ 20,620.49	\$ -	F
1	57442	0	SOFTWARE, EMERGENCY REPORTING			FIRE	OBSOLETE	11/25/2014	\$ 14,553.00	\$ 14,553.00	\$ -	F
1	54521	0	2010 FORD F150 CREW CAB	1FTFW1C89AFC79118	11-51	FIRE	AUCTION	7/29/2010	\$ 23,349.10	\$ 23,349.10	\$ -	F
1	55659	0	2013 FORD EXPLORER	1FM5K8B8XDGA14997	11-41	FIRE	AUCTION	4/25/2012	\$ 28,203.00	\$ 28,203.00	\$ -	F
1	29922		2006 FORD F250 4X4	1FTSW21586EC60705	5-63	SOLID WASTE	AUCTION	2/20/2006	\$ 23,110.74	\$ 23,110.74	\$ -	F
1	37337		2008 FORD F150	1FTRX12W48FA21517	5-96	SOLID WASTE	AUCTION	9/24/2007	\$ 16,156.00	\$ 16,156.00	\$ -	F
1	37283		2008 FORD F250 4X4	1FTSX215X8EA08194	6-17	SOLID WASTE	AUCTION	2/22/2007	\$ 23,349.35	\$ 23,349.35	\$ -	F
1	56387		2013 DODGE CHARGER	2C3CDXB9G9DH592699	28-2	COMMUNICATIONS	AUCTION	1/15/2013	\$ 21,529.34	\$ 21,529.34	\$ -	F
1	57483		2014 FORD EXPLORER WAGON	1FM5K8B0EGC60114	15-171	PARKS & REC	AUCTION	2/23/2015	\$ 24,534.49	\$ 24,534.49	\$ -	F
1	6309		ROLLER, AMMANN RIDING TANDEM VIBRATORY	3460	4-69	STREETS	AUCTION	9/24/2004	\$ 24,900.00	\$ 24,900.00		
1	37284	0	2007 BACKHOE, CASE 580 SUPER M+	NC6415166	4-81	STREETS	AUCTION	11/30/2006	\$ 80,525.65	\$ 80,525.65		
1	37284	1	2007 BACKHOE, NEW ENGINE		4-81	STREETS	AUCTION	10/31/2012	\$ 12,734.56	\$ 12,734.56		
1	56763	0,2	2014 DODGE CHARGER UNIT 12-274	2C3CDXAG0EH194834	12-274	PD	AUCTION	1/20/2014	\$ 27,776.73	\$ 27,776.73	\$ -	F
1	57347	0	2015 CHEVROLET TAHOE	1GNLC2EC6FR524137	12-284	PD	AUCTION	11/28/2014	\$ 29,672.49	\$ 29,672.49	\$ -	F
1	57370	0	2015 CHEVROLET SILVERADO C/C 1500	3GCPCREH7FG171387	12-285	PD	AUCTION	11/16/2014	\$ 26,611.49	\$ 26,611.49	\$ -	F
1	6248	2	METAL ROOF SYSTEM			PD	REPLACED IMP#20, PO# 084674	9/30/1999	\$ 177,724.96	\$ 156,990.36	\$ 20,734.60	A
1	56705	0	2014 DODGE CHARGER	2C3CDXBG0EH198977	25-8	PD	AUCTION	1/10/2014	\$ 22,047.35	\$ 22,047.35	\$ -	F
1	4725		1999 STERLING L7501 DUMP TRUCK	2FZHRJAA4XAB84465	5-43	WELD SHOP	AUCTION	3/30/1999	\$ 48,154.85	\$ 48,154.85	\$ -	F
1	56413		2013 FORD F150	1FTBF2A65DEA43621	14-44	BUILDING MNT.	AUCTION	12/20/2012	\$ 26,416.85	\$ 26,416.85	\$ -	F
1	56847		2014 FORD F250	1FTBF2A69EEB36286	14-45	BUILDING MNT.	AUCTION	12/29/2013	\$ 27,687.35	\$ 27,687.35	\$ -	F
1	55770		VEEDER ROOT LEAK DETENTION AND FUEL LEVEL			PROCUREMENT	REPLACED	09/30/2012	\$ 11,579.09	\$ 11,579.09	\$ -	F
1	55771		FUEL PUMP, FMU 3500 PLUS 4 HOSE CONTROLLERS			PROCUREMENT	REPLACED	9/30/2012	\$ 13,430.79	\$ 13,430.79	\$ -	F
1	59421		ALTAIR 4XR GAS MONITOR	00138496	21591	FIRE	NOT COST EFFECTIVE TO REPAIR	5/1/2020	\$ 2,161.82	\$ 2,161.82	\$ -	F
1	5822		SCALE HOUSE @ TRANSFER STATION		14-64	LANDFILL	REPLACING WITH PO#084949. VENDOR IS DEMOLISHING	9/30/2003	\$ 22,766.00	\$ 22,766.00	\$ -	F
	60135		BUNKER GEAR, B. FABER		21-016	FIRE	DAMAGED-INSURANCE CLAIM	8/17/2021	\$ 3,646.75	\$ 2,917.40	\$ 729.35	A
	60170		BUNKER GEAR, M. SOTO III		21-057	FIRE	DAMAGED-INSURANCE CLAIM	8/17/2021	\$ 3,646.75	\$ 2,917.40	\$ 729.35	A
1	n/a		TRUCK TAILGATE		14-65	BUILDING MNT.	AUCTION; REMOVED FOR LIFT GATE INSTALLATION	7/8/2025	≈ \$400.00	N/A	\$ -	A
1	n/a		TRUCK TAILGATE		14-66	BUILDING MNT.	AUCTION; REMOVED FOR LIFT GATE INSTALLATION	7/8/2025	≈ \$400.00	N/A	\$ -	A
1	n/a		TRUCK TAILGATE			BUILDING MNT.	AUCTION; REMOVED FOR LIFT GATE INSTALLATION	7/8/2025	≈ \$400.00	N/A	\$ -	A
1	59684		DOLPHIN C6 PLUS CLEANER	V71027GLAJ	21779	PARKS & REC	OBSOLETE-CAN NO LONGER GET PARTS	12/9/2020	\$ 4,736.25	\$ 3,789.00	\$ 947.25	A
1	29982		2006 FORD DUMP TRUCK, FLAT BED	3FRXW75G36V285257	4-78	STREETS	AUCTION	3/20/2006	\$ 56,781.60	\$ 56,781.60	\$ -	F
1	00058603		GENETEC SRVR	2M5VCP2	20120	IT	OUT OF SERVICE-PERMANENTLY	8/22/2018	\$ 8,032.38	\$ 8,032.38	\$ -	F
1	00058602		GENETEC SRVR	2M7PCP2	20119	IT	OUT OF SERVICE-PERMANENTLY	8/22/2018	\$ 8,032.38	\$ 8,032.38	\$ -	F
1	00056943		SERVERS, 256GB VIRTUALAT HP DL380P GEN8 8-SFF CTO	LVZXEA7D4AE0DU, LEHTEB2DS49V059, LEHTEB6D43305K, LVZXEA7D4AE0DZ, LEHTEV2D49V02K, LEGTEB6D43909E		IT	AUCTION	11/13/2013	\$ 84,439.86	\$ 84,439.86	\$ -	F
1	N/A		MAX ATTACH NAS 4300 NETWORK STORAGE SRVR	267034		IT	AUCTION	1/1/2012	\$ 1,500.00	\$ 1,500.00	\$ -	F

1	N/A	ABERDEEN NETWORK SRVR	C8150LC33MD0420		IT	AUCTION	8/22/2018	\$ 2,000.00	\$ 2,000.00	\$ -	F
1	N/A	APC UPS 400	552116T30879		IT	AUCTION	1/1/2014	\$ 300.00	\$ 300.00	\$ -	F
1	N/A	CISCO 3560X SWITCH	FD01911F091		IT	AUCTION	4/17/2012	\$ 1,400.00	\$ 1,400.00	\$ -	F
1	N/A	CISCO 3560X SWITCH	FD01544W0PR		IT	AUCTION	4/14/2012	\$ 1,400.00	\$ 1,400.00	\$ -	F
1	N/A	CISCO 3560X SWITCH	FDO1615P1PH		IT	AUCTION	4/14/2012	\$ 1,400.00	\$ 1,400.00	\$ -	F
1	00059354	HP ELITEDESK 800 G5	MXL9513W6M	21520	IT	AUCTION	3/17/2020	\$ 1,027.11	\$ 1,027.11	\$ -	F
1	00059463	HP ELITEDESK 600 G5	MXL00837ZG	21503	IT	AUCTION	4/23/2020	\$ 970.00	\$ 970.00	\$ -	F
1	N/A	HP ELITEDESK 600 G5	MXL0083Y4M		IT	AUCTION	4/23/2020	\$ 900.00	\$ 900.00	\$ -	F
1	00059454	HP ELITEDESK 600 G5	MXL0083Y8Y	21551	IT	AUCTION	4/23/2020	\$ 956.45	\$ 956.45	\$ -	F
1	00059487	HP ELITEDESK 600 G5	MXL0122W97	21612	IT	AUCTION	7/15/2020	\$ 899.86	\$ 899.86	\$ -	F
1	00059435	HP ELITEDESK 600 G5	MXL0083HKK	21532	IT	AUCTION	4/23/2020	\$ 956.50	\$ 956.50	\$ -	F
1	00059439	HP ELITEDESK 600 G5	MXL0083Y26	21536	IT	AUCTION	4/23/2020	\$ 956.45	\$ 956.45	\$ -	F
1	00057683	HP ELITEDESK 800 G1	2UA5402F19	19564	IT	AUCTION	10/2/2015	\$ 884.95	\$ 884.95	\$ -	F
1	00059484	HP ELITEDESK 600 G5	MXL0122W4H	21609	IT	AUCTION	7/15/2020	\$ 899.86	\$ 899.86	\$ -	F
1	N/A	HP ELITEDESK 800 G5	MXL1033FYS		IT	AUCTION	3/17/2020	\$ 800.00	\$ 800.00	\$ -	F
1	00060266	HP ELITEDESK 800 G6	MXL1462LZW	22134	IT	AUCTION	11/29/2021	\$ 830.78	\$ 830.78	\$ -	F
1	00060069	HP ELITEDESK 800 G6	MXL1323K79	22025	IT	AUCTION	8/23/2021	\$ 830.78	\$ 830.78	\$ -	F
1	00059970	HP ELITEDESK 800 G6	MXL1182KXB	21981	IT	AUCTION	5/25/2021	\$ 810.82	\$ 810.82	\$ -	F
1	00060053	HP ELITEDESK 400 G7	MXL12844VZ	22074	IT	AUCTION	8/20/2021	\$ 929.54	\$ 929.54	\$ -	F
1	00060052	HP ELITEDESK 400 G7	MXL12844VL	22073	IT	AUCTION	8/20/2021	\$ 929.54	\$ 929.54	\$ -	F
1	00060026	HP ELITEDESK 400 G7	MXL1283D5Q	22047	IT	AUCTION	8/20/2021	\$ 929.54	\$ 929.54	\$ -	F
1	00060064	HP ELITEDESK 400 G7	MXL1284515	22085	IT	AUCTION	8/20/2021	\$ 929.54	\$ 929.54	\$ -	F
1	N/A	HP ELITEDESK 800 G2	2UA6352FVB	21327	IT	AUCTION	9/1/2016	\$ 850.00	\$ 850.00	\$ -	F
1	00059356	HP ELITEDESK 800 G2	MXL9513W7X	21522	IT	AUCTION	3/17/2020	\$ 1,027.11	\$ 1,027.11	\$ -	F
1	00059352	HP ELITEDESK 800 G5	MXL9513QTK	21518	IT	AUCTION	3/17/2020	\$ 1,027.11	\$ 1,027.11	\$ -	F
1	N/A	HP ELITEDESK 800 G2	2UA6352FVG		IT	AUCTION	3/17/2020	\$ 899.86	\$ 899.86	\$ -	F
1	00059488	HP ELITEDESK 600 G5	MXL0122W98	21613	IT	AUCTION	7/15/2020	\$ 970.00	\$ 970.00	\$ -	F
1	00059461	HP ELITEDESK 600 G5	MXL00837YJ	21126	IT	AUCTION	7/15/2020	\$ 970.00	\$ 970.00	\$ -	F
1	00060017	HP ELITEDESK 400 G7	MXL127432G	22038	IT	AUCTION	8/20/2021	\$ 929.54	\$ 929.54	\$ -	F
1	00059068	HP ELITEDESK 800 G4	MXL9255HFF	20856	IT	AUCTION	7/2/2019	\$ 816.00	\$ 816.00	\$ -	F
1	00059920	HP ELITEDESK 800 G4	MXL91355RY	20830	IT	AUCTION	2/27/2019	\$ 816.00	\$ 816.00	\$ -	F
1	N/A	HP ELITEDESK 800 G3	2UA80112RQ		IT	AUCTION	7/29/2020	\$ 786.00	\$ 786.00	\$ -	F
1	00058590	HP ELITEDESK 800 G3	2UA81115VW	20080	IT	AUCTION	3/12/2018	\$ 798.82	\$ 798.82	\$ -	F
1	00059074	HP ELITEDESK 800 G4	MXL9255HFM	20862	IT	AUCTION	7/2/2019	\$ 816.00	\$ 816.00	\$ -	F
1	00059581	HP ELITEDESK 800 G3	2UA81115V9	20078	IT	AUCTION	7/29/2020	\$ 978.00	\$ 978.00	\$ -	F
1	00058563	HP ELITEDESK 800 G3	2UA81115V2	20095	IT	AUCTION	3/12/2018	\$ 798.82	\$ 798.82	\$ -	F
1	00059976	HP ELITEDESK 800 G6	MXL1182KXJ	21987	IT	AUCTION	5/25/2021	\$ 810.82	\$ 810.82	\$ -	F
1	00059912	HP ELITEDESK 800 G4	MXL91355RP	20820	IT	AUCTION	2/27/2019	\$ 816.00	\$ 816.00	\$ -	F
1	00060055	HP ELITEDESK 400 G7	MXL12844WN	22076	IT	AUCTION	8/20/2021	\$ 929.54	\$ 929.54	\$ -	F
1	00060475	DELL OPTIPLX 7090	B8BPQN3	22399	IT	AUCTION	5/5/2022	\$ 850.00	\$ 850.00	\$ -	F
1	00060041	HP ELITEDESK 400 G7	MXL1283H2L	22062	IT	AUCTION	8/20/2021	\$ 929.54	\$ 929.54	\$ -	F
1	00058655	HP Z440	2UA7382722	20376	IT	AUCTION	9/25/2017	\$ 1,485.00	\$ 1,485.00	\$ -	F
1	00058169	HP Z440	2UA7312R2J	20370	IT	AUCTION	9/25/2017	\$ 1,485.00	\$ 1,485.00	\$ -	F
1	N/A	GATEWAY E6100D	0040310911		IT	AUCTION	4/1/2004	\$ 1,464.00	\$ 1,464.00	\$ -	F
1	N/A	HP Z800	2UA1370V2S	18594	IT	AUCTION	9/25/2017	\$ 500.00	\$ 500.00	\$ -	F
1	N/A	HP PROBOOK 450	5CD922BMBH	20829	IT	AUCTION	6/1/2019	\$ 1,700.00	\$ 1,700.00	\$ -	F
1	N/A	PANASONIC TOUGHBOOK CF-10 DEMO	7BKYA13181		IT	AUCTION	1/1/2016	\$ 1,500.00	\$ 1,500.00	\$ -	F
1	00060320	HP ELITEBOOK 850	5CG14858Q1	22187	IT	AUCTION	2/3/2022	\$ 1,586.31	\$ 1,586.31	\$ -	F
1	N/A	LENVO	MP1E4EJN		IT	AUCTION	10/1/2016	\$ 1,200.00	\$ 1,200.00	\$ -	F
1	00058577	HP PROBOOK 470 G5	5CD8266DPV	20114	IT	AUCTION	3/12/2018	\$ 798.82	\$ 798.82	\$ -	F
1	00057931	HP Z BOOK	5CG7034K61	20368	IT	AUCTION	4/12/2017	\$ 1,469.00	\$ 1,469.00	\$ -	F
1	00060326	DELL LATITUDE 3520	2RWZGL3	22241	IT	AUCTION	3/28/2022	\$ 958.64	\$ 958.64	\$ -	F
1	N/A	(7) 24" COMPUTER MONITORS			IT	AUCTION		\$ 1,800.00	\$ 1,800.00	\$ -	F
1	00057886	2015 MACK COLLECTION TRUCK SIDELOADER	1M2AU04C8GM010271	5-85	LANDFILL	AUCTION	10/13/2016	\$ 260,120.49	\$ 260,120.49	\$ -	F
1	00055326	2011 MACK COLLECTION TRUCK W FRONT LOADER	1M2AV02CXB007218	5-76	LANDFILL	AUCTION	3/17/2011	\$ 214,121.60	\$ 214,121.60	\$ -	F
1	00055550	2012 MAC WASTE TRAILER	5MAMN5323CC024432	24-47T	LANDFILL	AUCTION	12/19/2011	\$ 68,784.35	\$ 68,784.35	\$ -	F
1	00055551	2012 MAC WASTE TRAILER	5MAMN5325CC024433	24-48T	LANDFILL	AUCTION	12/19/2011	\$ 68,784.35	\$ 68,784.35	\$ -	F
1	00056900	2014 FORD F150 4X4 PICKUP	1FTFM1EM8EFA77656	24-53	LANDFILL	AUCTION	2/21/2014	\$ 19,519.35	\$ 19,519.35	\$ -	F
1	00047321	2008 FORD F350 TRUCK	1FDWW36R48ED74993	4-84	STORMWATER	AUCTION	5/14/2008	\$ 36,781.41	\$ 36,781.41	\$ -	F

For use by Fixed Asset Office:

Fixed Assets Disposition Date: _____

Fixed Asset AS400 Completion Date: _____

RESOLUTION NUMBER 2025-114R

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

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

WHEREAS, the items declared obsolete, damaged, and/or surplus will be traded in for credit toward new equipment, donated, sold at cost, as scrap or sold via auction.

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 14th day of August 2025.

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: August 14, 2025

Agenda Item Type: Consent Agenda
Resolution No. 2025-115R

Finance Agenda Item:

Resolution No. 2025-115R, a resolution of the City Council of the City of St. Cloud, Florida, amending Resolution 2021-002R adopted in accordance with Florida Statute 218.415 for adoption of an Investment Policy for administering Ordinance 2001-24 (City Charter Article V Section 2-150) and providing an effective date.

COST: No cost associated with this item

This item is to amend Resolution 2021-002R and adopt an Investment Policy.

Strategic Key Focus Areas:

High-Performing Government

Background Information:

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

Legal Authority:

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

Budget and Recommendation:

No Cost associated with this request.

Staff recommends approval.

Finance Director's Comments:

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

Procurement Director's Comments:

N/A

City Manager's Comments:

City Manager recommends approval

City Council Action:

Final Action - 08/14/2025

Attachments:

1. 2025-115R Resolution

2. 2025-115R Investment Policy Strikethrough Revision
3. 2025-115R Investment Policy Exhibit A.Final

RESOLUTION NUMBER 2025-115R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AMENDING RESOLUTION 2021-002R ADOPTED IN ACCORDANCE WITH FLORIDA STATUTE 218.415 FOR ADOPTION OF AN INVESTMENT POLICY FOR ADMINISTERING ORDINANCE 2001-24 (CITY CHARTER ARTICLE V SECTION 2-150) AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of St. Cloud approved Resolution 2021-002R on January 14, 2021, and

WHEREAS, changes have been made to update the Investment Policy approved by Resolution 2021-002R, to be in accordance with Florida Statute 218.415, and

WHEREAS, the City would like to amend and replace Resolution 2021-002R and replace it with the amended Investment Policy Statement attached, and

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

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

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

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

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida, on the 14th day of August 2025.

CITY OF ST. CLOUD

Christian B. Robertson, Mayor

ATTEST:

Ivy Llauro, City Clerk

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

Daniel F. Mantzaris, City Attorney

Exhibit “A”



Investment Policy

Adopted January 14, 2021
Revised August 14, 2025

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I. PURPOSE

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

II. SCOPE

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

III. INVESTMENT OBJECTIVES

Safety of Principal

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

Maintenance of Liquidity

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

Return on Investment

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

IV. DELEGATION OF AUTHORITY

In accordance with the City Charter, the City Manager has delegated the responsibility for conducting investment transactions to the City Finance Director, who shall establish written procedures for the operation of the investment portfolio. The Finance Director shall ultimately be responsible for all

transactions and shall establish a system of internal accounting and administrative controls to regulate the activities of employees as discussed in Section VII, including but not limited to, required periodic reporting of activities to the City Manager..

The City may retain an investment advisor to assist in managing some of the City's portfolios; hereafter referred to as "Investment Advisor." Such Investment Advisor must be registered under the Investment Advisers Act of 1940.

V. STANDARDS OF PRUDENCE

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

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

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

VI. ETHICS AND CONFLICTS OF INTEREST

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

VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

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

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

VIII. CONTINUING EDUCATION

All members of the Investment Committee and other appropriate staff shall annually complete eight (8) hours of continuing education in subjects or courses of study related to investment practices and products. **For the purpose of this section, the term annually refers to a calendar year.**

IX. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

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

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

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

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

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

X. MATURITY AND LIQUIDITY REQUIREMENTS

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

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

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

XI. RISK AND DIVERSIFICATION

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

XII. MASTER REPURCHASE AGREEMENT

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

XIII. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

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

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

- A. Tradeweb
- B. Bloomberg Information Systems
- C. Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing
- D. Daily market pricing provided by the City's custodian or their correspondent institutions.

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

Examples of when this method may be used include:

- A. When time constraints, due to unusual circumstances, preclude the use of the competitive bidding process
- B. When no active market exists for the issue being traded due to the age or depth of the issue
- C. When a security is unique to a single dealer, for example, a private placement
- D. When the transaction involves new issues or issues in the “when issued” market

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

XIV. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

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

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

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

Sector	Sector Maximum (%)	Per Issuer Maximum (%)	Minimum Ratings Requirement ¹	Maximum Maturity
Florida Local Government Surplus Funds Trust Funds ("Florida Prime")	25%	N/A	Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf, or equivalent)	N/A
<u>Notes:</u> ¹ Rating by at least one Nationally Recognized Statistical Ratings Organization ("NRSRO"). ST=Short-term; LT=Long-term. ² Maximum allocation to all corporate and bank credit instruments is 50% combined. ³ Maximum across all permitted investment sectors (excluding Treasuries, U.S. Federal Agencies, Agency MBS, Non-Negotiable CD's, Savings Accounts, Repos, Money Market Funds, Mutual Funds, LGIPs, and Florida Prime) is 5% combined per issuer. ⁴ Maximum exposure to any one Federal agency, including the combined holdings of Agency debt and Agency MBS, is 40%. ⁵ The maturity limit for MBS and ABS is based on the expected average life at time of purchase, measured using Bloomberg or other industry standard methods. ⁶ Issuer limits applies per fund; the funds' underlying securities are excluded from the policy's investment restrictions. * Federal National Mortgage Association (FNMA); Federal Home Loan Mortgage Corporation (FHLMC); Federal Home Loan Bank or its District banks (FHLB); Federal Farm Credit Bank (FFCB).				

1. **U.S. Treasury & Government Guaranteed** - U.S. Treasury obligations, and obligations the principal and interest of which are backed or guaranteed by the full faith and credit of the U.S. Government.
2. **Federal Agency/GSE** - Debt obligations, participations or other instruments issued or fully guaranteed by any U.S. Federal agency, instrumentality or government-sponsored enterprise (GSE).
3. **Supranationals** – U.S. dollar denominated debt obligations of a multilateral organization of governments where U.S. is a shareholder and voting member.
4. **Corporates** – U.S. dollar denominated corporate notes, bonds or other debt obligations issued or guaranteed by a domestic corporation, financial institution, non-profit, or other entity.
5. **Municipals** – Obligations, including both taxable and tax-exempt, issued or guaranteed by any State, territory or possession of the United States, political subdivision, public corporation, authority, agency board, instrumentality or other unit of local government of any State or territory.
6. **Agency Mortgage Backed Securities** - Mortgage-backed securities (MBS), backed by residential, multi-family or commercial mortgages, that are issued or fully guaranteed as to principal and interest by a U.S. Federal agency or government sponsored enterprise, including but not limited to pass-throughs, collateralized mortgage obligations (CMOs) and REMICs.
7. **Asset-Backed Securities** - Asset-backed securities (ABS) whose underlying collateral consists of loans, leases or receivables, including but not limited to auto loans/leases, credit card receivables, student loans, equipment loans/leases, or home-equity loans.
8. **Non-Negotiable Certificate of Deposit and Savings Accounts** - Non-negotiable interest bearing time certificates of deposit, or savings accounts in banks organized under the laws of this state or in national banks organized under the laws of the United States and doing business in this state, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.

9. **Commercial Paper** – U.S. dollar denominated commercial paper issued or guaranteed by a domestic corporation, company, financial institution, trust or other entity, including both unsecured debt and asset-backed programs.
10. **Repurchase Agreements** - Repurchase agreements (Repo or RP) that meet the following requirements:
 - a. Must be governed by a written SIFMA Master Repurchase Agreement which specifies securities eligible for purchase and resale, and which provides the unconditional right to liquidate the underlying securities should the Counterparty default or fail to provide full timely repayment.
 - b. Counterparty must be a Federal Reserve Bank, a Primary Dealer as designated by the Federal Reserve Bank of New York, or a nationally chartered commercial bank.
 - c. Securities underlying repurchase agreements must be delivered to a third-party custodian under a written custodial agreement and may be of deliverable or tri-party form. Securities must be held in the City's custodial account or in a separate account in the name of the City.
 - d. Acceptable underlying securities include only securities that are direct obligations of, or that are fully guaranteed by, the United States or any agency of the United States, or U.S. Agency-backed mortgage related securities.
 - e. Underlying securities must have an aggregate current market value of at least 102% (or 100% if the counterparty is a Federal Reserve Bank) of the purchase price plus current accrued price differential at the close of each business day.
 - f. Final term of the agreement must be 1 year or less.
11. **Money Market Funds** - Shares in open-end and no-load money market mutual funds, provided such funds are registered under the Investment Company Act of 1940 and operate in accordance with Rule 2a-7.

A thorough investigation of any money market fund is required prior to investing, and on an annual basis. Attachment A is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus must be obtained.
12. **Local Government Investment Pools** – State, local government or privately-sponsored investment pools that are authorized pursuant to state law.

A thorough investigation of any intergovernmental investment pool is required prior to investing, and on an annual basis. Attachment A is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus must be obtained.
13. **The Florida Local Government Surplus Funds Trust Funds ("Florida Prime")** A thorough investigation of the Florida Prime is required prior to investing, and on an annual basis. Attachment A is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus or portfolio report must be obtained.
14. **Fixed Income Mutual Funds and Exchange Traded Fund's** - Shares in open-end and no-load fixed income mutual funds or exchange-traded funds (ETF's).

General Investment and Portfolio Limits

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

- k. Mutual funds, other than fixed-income mutual funds, ETFs, and money market funds
- l. Equities, commodities, currencies and hard assets

XV. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS

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

XVI. PERFORMANCE MEASUREMENTS

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

- A. The Short-Term Portfolio’s benchmark is the S&P Rated GIP All Index 30-Day Gross of Fees Yield and will be compared to the portfolio’s net book value rate of return.
- B. Investment performance of funds designated as core funds (or “Investment Portfolio”) and other non-operating funds that have a longer-term investment horizon will be compared to the ICE BofAML 1-3 Year U.S. Treasury Note Index or ICE BofAML 1-5 Year U.S. Treasury Note Index. The appropriate index will have a duration and asset mix that approximates the portfolios and will be utilized as a benchmark to be compared to the portfolio’s total rate of return. Or any other benchmark, should one be deemed more appropriate by the City’s Investment Committee.

XVII. INVESTMENT COMMITTEE

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

XVIII. REPORTING

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

- A. A listing of individual securities held at the end of the reporting period
- B. Percentage of available funds represented by each investment type
- C. Coupon, discount or earning rate

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

E. Par value and market value

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

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

XIX. THIRD-PARTY CUSTODIAL AGREEMENTS

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

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

XX. INVESTMENT POLICY ADOPTION

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

ATTACHMENT A

Due Diligence for Money Market Funds

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

General Fund/Pool Information:

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

Oversight:

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

Fund/Pool Statistics:

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

Liquidity:

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

Investor Requirements

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

ATTACHMENT B

Glossary of Cash and Investment Management Terms

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

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

Agency. See "Federal Agency Securities."

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

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

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

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

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

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

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

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

ATTACHMENT B

Glossary of Cash and Investment Management Terms

development of a liquid overnight and term repo market. Issues under the Benchmark program constitute the same credit standing as other FNMA issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Derivatives. (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities, or commodities). For hedging purposes, common derivatives are options, futures, interest rate swaps, and swaptions.

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

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

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

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

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

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

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

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

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

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

Fannie Mae. See "Federal National Mortgage Association."

Fed Money Wire. A computerized communications system that connects the Federal Reserve System with its member banks, certain U. S. Treasury offices, and the Washington D.C. office of the Commodity Credit

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Corporation. The Fed Money Wire is the book entry system used to transfer cash balances between banks for themselves and for customer accounts.

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

Fed. See "Federal Reserve System."

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

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

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

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

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

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

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

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed

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by the sale of debt and guaranteed mortgage backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities, and MBS. Also issues notes under its “reference note” program.

Federal National Mortgage Association (FNMA or "Fannie Mae"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its “benchmark note” program.

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

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

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

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

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

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

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

Ginnie Mae. See "Government National Mortgage Association."

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

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

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

Government Sponsored Enterprise (GSE). Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. government, but they are not direct obligations of the U.S. government. For this reason, these securities will offer a yield premium over U.S. Treasuries. Examples of GSEs include: FHLB, FHLMC, FNMA, and SLMA.

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

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

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

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

1. **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
2. **Separation of transaction authority from accounting and record keeping** - A separation of duties is achieved by separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction.
3. **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.
4. **Avoidance of physical delivery securities** - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
5. **Clear delegation of authority to subordinate staff members** - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear

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delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.

6. **Written confirmation of transactions for investments and wire transfers** - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.
7. **Development of a wire transfer agreement with the lead bank and third-party custodian** - The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

$$[(\text{Total assets}) - (\text{Liabilities})]/(\text{Number of shares outstanding})$$

NRSRO. A "Nationally Recognized Statistical Rating Organization" (NRSRO) is a designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings

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on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating. Includes Moody's, S&P, Fitch, and Duff & Phelps.

Offered Price. See also "Ask Price."

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

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

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

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

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

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

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

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

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

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

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

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

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2. Has its principal place of business in this state or has a branch office in this state which is authorized under the laws of this state or of the United States to receive deposits in this state.
3. Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12 U.S.C. ss.1811 et seq.
4. Has procedures and practices for accurate identification, classification, reporting, and collateralization of public deposits.
5. Meets all requirements of Chapter 280, F.S.
6. Has been designated by the Chief Financial Officer as a qualified public depository.

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

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

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

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

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

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

Repurchase Agreement (Repo). A short-term investment vehicle where an investor agrees to buy securities from a counterparty and simultaneously agrees to resell the securities back to the counterparty at an agreed upon time and for an agreed upon price. The difference between the purchase price and the sale price represents interest earned on the agreement. In effect, it represents a collateralized loan to the investor, where the securities are the collateral. Can be DVP, where securities are delivered to the investor’s custodial bank, or “tri-party” where the securities are delivered to a third party intermediary. Any type of security can be used as “collateral,” but only some types provide the investor with special bankruptcy protection

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under the law. Repos should be undertaken only when an appropriate Securities Industry and Financial Markets Association (SIFMA) approved master repurchase agreement is in place.

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

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

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

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

Securities Lending. An arrangement between an investor and a custody bank that allows the custody bank to “loan” the investor’s investment holdings, reinvest the proceeds in permitted investments, and share any profits with the investor. Should be governed by a securities lending agreement. Can increase the risk of a portfolio in that the investor takes on the default risk on the reinvestment at the discretion of the custodian.

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

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

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

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

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

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

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bond” programs specifically designed for energy resource conservation and management. Supranational bonds, which are issued by multi-national organizations that transcend national boundaries. Examples include the World Bank, African Development Bank, and European Investment Bank.

Swap. Trading one asset for another.

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

Tennessee Valley Authority (TVA). One of the large Federal Agencies. A wholly owned corporation of the United States government that was established in 1933 to develop the resources of the Tennessee Valley region in order to strengthen the regional and national economy and the national defense. Power operations are separated from non-power operations. TVA securities represent obligations of TVA, payable solely from TVA's net power proceeds, and are neither obligations of nor guaranteed by the United States. TVA is currently authorized to issue debt up to \$30 billion. Under this authorization, TVA may also obtain advances from the U.S. Treasury of up to \$150 million. Frequent issuer of discount notes, agency notes, and callable agency securities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit “A”



Investment Policy

Adopted January 14, 2021
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I. PURPOSE

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

II. SCOPE

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

III. INVESTMENT OBJECTIVES

Safety of Principal

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

Maintenance of Liquidity

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

Return on Investment

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

IV. DELEGATION OF AUTHORITY

In accordance with the City Charter, the City Manager has delegated the responsibility for conducting investment transactions to the City Finance Director, who shall establish written procedures for the operation of the investment portfolio. The Finance Director shall ultimately be responsible for all

transactions and shall establish a system of internal accounting and administrative controls to regulate the activities of employees as discussed in Section VII, including but not limited to, required periodic reporting of activities to the City Manager..

The City may retain an investment advisor to assist in managing some of the City's portfolios; hereafter referred to as "Investment Advisor." Such Investment Advisor must be registered under the Investment Advisers Act of 1940.

V. STANDARDS OF PRUDENCE

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

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

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

VI. ETHICS AND CONFLICTS OF INTEREST

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

VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

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

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

VIII. CONTINUING EDUCATION

All members of the Investment Committee and other appropriate staff shall annually complete eight (8) hours of continuing education in subjects or courses of study related to investment practices and products. For the purpose of this section, the term annually refers to a calendar year.

IX. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

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

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

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

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

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

X. MATURITY AND LIQUIDITY REQUIREMENTS

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

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

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

XI. RISK AND DIVERSIFICATION

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

XII. MASTER REPURCHASE AGREEMENT

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

XIII. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

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

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

- A. Tradeweb
- B. Bloomberg Information Systems
- C. Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing
- D. Daily market pricing provided by the City's custodian or their correspondent institutions.

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

Examples of when this method may be used include:

- A. When time constraints, due to unusual circumstances, preclude the use of the competitive bidding process
- B. When no active market exists for the issue being traded due to the age or depth of the issue
- C. When a security is unique to a single dealer, for example, a private placement
- D. When the transaction involves new issues or issues in the “when issued” market

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

XIV. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

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

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

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

Sector	Sector Maximum (%)	Per Issuer Maximum (%)	Minimum Ratings Requirement ¹	Maximum Maturity
Florida Local Government Surplus Funds Trust Funds ("Florida Prime")	25%	N/A	Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf, or equivalent)	N/A
<u>Notes:</u> ¹ Rating by at least one Nationally Recognized Statistical Ratings Organization ("NRSRO"). ST=Short-term; LT=Long-term. ² Maximum allocation to all corporate and bank credit instruments is 50% combined. ³ Maximum across all permitted investment sectors (excluding Treasuries, U.S. Federal Agencies, Agency MBS, Non-Negotiable CD's, Savings Accounts, Repos, Money Market Funds, Mutual Funds, LGIPs, and Florida Prime) is 5% combined per issuer. ⁴ Maximum exposure to any one Federal agency, including the combined holdings of Agency debt and Agency MBS, is 40%. ⁵ The maturity limit for MBS and ABS is based on the expected average life at time of purchase, measured using Bloomberg or other industry standard methods. ⁶ Issuer limits applies per fund; the funds' underlying securities are excluded from the policy's investment restrictions. * Federal National Mortgage Association (FNMA); Federal Home Loan Mortgage Corporation (FHLMC); Federal Home Loan Bank or its District banks (FHLB); Federal Farm Credit Bank (FFCB).				

1. **U.S. Treasury & Government Guaranteed** - U.S. Treasury obligations, and obligations the principal and interest of which are backed or guaranteed by the full faith and credit of the U.S. Government.
2. **Federal Agency/GSE** - Debt obligations, participations or other instruments issued or fully guaranteed by any U.S. Federal agency, instrumentality or government-sponsored enterprise (GSE).
3. **Supranationals** – U.S. dollar denominated debt obligations of a multilateral organization of governments where U.S. is a shareholder and voting member.
4. **Corporates** – U.S. dollar denominated corporate notes, bonds or other debt obligations issued or guaranteed by a domestic corporation, financial institution, non-profit, or other entity.
5. **Municipals** – Obligations, including both taxable and tax-exempt, issued or guaranteed by any State, territory or possession of the United States, political subdivision, public corporation, authority, agency board, instrumentality or other unit of local government of any State or territory.
6. **Agency Mortgage Backed Securities** - Mortgage-backed securities (MBS), backed by residential, multi-family or commercial mortgages, that are issued or fully guaranteed as to principal and interest by a U.S. Federal agency or government sponsored enterprise, including but not limited to pass-throughs, collateralized mortgage obligations (CMOs) and REMICs.
7. **Asset-Backed Securities** - Asset-backed securities (ABS) whose underlying collateral consists of loans, leases or receivables, including but not limited to auto loans/leases, credit card receivables, student loans, equipment loans/leases, or home-equity loans.
8. **Non-Negotiable Certificate of Deposit and Savings Accounts** - Non-negotiable interest bearing time certificates of deposit, or savings accounts in banks organized under the laws of this state or in national banks organized under the laws of the United States and doing business in this state, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.

9. **Commercial Paper** – U.S. dollar denominated commercial paper issued or guaranteed by a domestic corporation, company, financial institution, trust or other entity, including both unsecured debt and asset-backed programs.
10. **Repurchase Agreements** - Repurchase agreements (Repo or RP) that meet the following requirements:
 - a. Must be governed by a written SIFMA Master Repurchase Agreement which specifies securities eligible for purchase and resale, and which provides the unconditional right to liquidate the underlying securities should the Counterparty default or fail to provide full timely repayment.
 - b. Counterparty must be a Federal Reserve Bank, a Primary Dealer as designated by the Federal Reserve Bank of New York, or a nationally chartered commercial bank.
 - c. Securities underlying repurchase agreements must be delivered to a third-party custodian under a written custodial agreement and may be of deliverable or tri-party form. Securities must be held in the City's custodial account or in a separate account in the name of the City.
 - d. Acceptable underlying securities include only securities that are direct obligations of, or that are fully guaranteed by, the United States or any agency of the United States, or U.S. Agency-backed mortgage related securities.
 - e. Underlying securities must have an aggregate current market value of at least 102% (or 100% if the counterparty is a Federal Reserve Bank) of the purchase price plus current accrued price differential at the close of each business day.
 - f. Final term of the agreement must be 1 year or less.
11. **Money Market Funds** - Shares in open-end and no-load money market mutual funds, provided such funds are registered under the Investment Company Act of 1940 and operate in accordance with Rule 2a-7.

A thorough investigation of any money market fund is required prior to investing, and on an annual basis. Attachment A is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus must be obtained.
12. **Local Government Investment Pools** – State, local government or privately-sponsored investment pools that are authorized pursuant to state law.

A thorough investigation of any intergovernmental investment pool is required prior to investing, and on an annual basis. Attachment A is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus must be obtained.
13. **The Florida Local Government Surplus Funds Trust Funds ("Florida Prime")** A thorough investigation of the Florida Prime is required prior to investing, and on an annual basis. Attachment A is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus or portfolio report must be obtained.
14. **Fixed Income Mutual Funds and Exchange Traded Fund's** - Shares in open-end and no-load fixed income mutual funds or exchange-traded funds (ETF's).

General Investment and Portfolio Limits

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

- k. Mutual funds, other than fixed-income mutual funds, ETFs, and money market funds
- l. Equities, commodities, currencies and hard assets

XV. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS

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

XVI. PERFORMANCE MEASUREMENTS

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

- A. The Short-Term Portfolio’s benchmark is the S&P Rated GIP All Index 30-Day Gross of Fees Yield and will be compared to the portfolio’s net book value rate of return.
- B. Investment performance of funds designated as core funds (or “Investment Portfolio”) and other non-operating funds that have a longer-term investment horizon will be compared to the ICE BofAML 1-3 Year U.S. Treasury Note Index or ICE BofAML 1-5 Year U.S. Treasury Note Index. The appropriate index will have a duration and asset mix that approximates the portfolios and will be utilized as a benchmark to be compared to the portfolio’s total rate of return. Or any other benchmark, should one be deemed more appropriate by the City’s Investment Committee.

XVII. INVESTMENT COMMITTEE

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

XVIII. REPORTING

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

- A. A listing of individual securities held at the end of the reporting period
- B. Percentage of available funds represented by each investment type
- C. Coupon, discount or earning rate

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

E. Par value and market value

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

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

XIX. THIRD-PARTY CUSTODIAL AGREEMENTS

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

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

XX. INVESTMENT POLICY ADOPTION

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

ATTACHMENT A

Due Diligence for Money Market Funds

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

General Fund/Pool Information:

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

Oversight:

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

Fund/Pool Statistics:

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

Liquidity:

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

Investor Requirements

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

ATTACHMENT B

Glossary of Cash and Investment Management Terms

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

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

Agency. See "Federal Agency Securities."

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

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

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

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

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

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

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

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

ATTACHMENT B

Glossary of Cash and Investment Management Terms

development of a liquid overnight and term repo market. Issues under the Benchmark program constitute the same credit standing as other FNMA issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Derivatives. (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities, or commodities). For hedging purposes, common derivatives are options, futures, interest rate swaps, and swaptions.

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

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

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

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

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

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

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

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

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

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

Fannie Mae. See "Federal National Mortgage Association."

Fed Money Wire. A computerized communications system that connects the Federal Reserve System with its member banks, certain U. S. Treasury offices, and the Washington D.C. office of the Commodity Credit

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Corporation. The Fed Money Wire is the book entry system used to transfer cash balances between banks for themselves and for customer accounts.

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

Fed. See "Federal Reserve System."

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

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

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

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

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

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

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

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed

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by the sale of debt and guaranteed mortgage backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities, and MBS. Also issues notes under its “reference note” program.

Federal National Mortgage Association (FNMA or "Fannie Mae"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its “benchmark note” program.

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

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

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

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

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

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

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

Ginnie Mae. See "Government National Mortgage Association."

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

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

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

Government Sponsored Enterprise (GSE). Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. government, but they are not direct obligations of the U.S. government. For this reason, these securities will offer a yield premium over U.S. Treasuries. Examples of GSEs include: FHLB, FHLMC, FNMA, and SLMA.

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

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

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

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

1. **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
2. **Separation of transaction authority from accounting and record keeping** - A separation of duties is achieved by separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction.
3. **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.
4. **Avoidance of physical delivery securities** - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
5. **Clear delegation of authority to subordinate staff members** - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear

ATTACHMENT B

Glossary of Cash and Investment Management Terms

delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.

6. **Written confirmation of transactions for investments and wire transfers** - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.
7. **Development of a wire transfer agreement with the lead bank and third-party custodian** - The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

$$[(\text{Total assets}) - (\text{Liabilities})]/(\text{Number of shares outstanding})$$

NRSRO. A "Nationally Recognized Statistical Rating Organization" (NRSRO) is a designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings

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on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating. Includes Moody's, S&P, Fitch, and Duff & Phelps.

Offered Price. See also "Ask Price."

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

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

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

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

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

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

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

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

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

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

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

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

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2. Has its principal place of business in this state or has a branch office in this state which is authorized under the laws of this state or of the United States to receive deposits in this state.
3. Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12 U.S.C. ss.1811 et seq.
4. Has procedures and practices for accurate identification, classification, reporting, and collateralization of public deposits.
5. Meets all requirements of Chapter 280, F.S.
6. Has been designated by the Chief Financial Officer as a qualified public depository.

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

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

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

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

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

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

Repurchase Agreement (Repo). A short-term investment vehicle where an investor agrees to buy securities from a counterparty and simultaneously agrees to resell the securities back to the counterparty at an agreed upon time and for an agreed upon price. The difference between the purchase price and the sale price represents interest earned on the agreement. In effect, it represents a collateralized loan to the investor, where the securities are the collateral. Can be DVP, where securities are delivered to the investor’s custodial bank, or “tri-party” where the securities are delivered to a third party intermediary. Any type of security can be used as “collateral,” but only some types provide the investor with special bankruptcy protection

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under the law. Repos should be undertaken only when an appropriate Securities Industry and Financial Markets Association (SIFMA) approved master repurchase agreement is in place.

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

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

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

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

Securities Lending. An arrangement between an investor and a custody bank that allows the custody bank to “loan” the investor’s investment holdings, reinvest the proceeds in permitted investments, and share any profits with the investor. Should be governed by a securities lending agreement. Can increase the risk of a portfolio in that the investor takes on the default risk on the reinvestment at the discretion of the custodian.

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

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

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

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

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

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

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bond” programs specifically designed for energy resource conservation and management. Supranational bonds, which are issued by multi-national organizations that transcend national boundaries. Examples include the World Bank, African Development Bank, and European Investment Bank.

Swap. Trading one asset for another.

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

Tennessee Valley Authority (TVA). One of the large Federal Agencies. A wholly owned corporation of the United States government that was established in 1933 to develop the resources of the Tennessee Valley region in order to strengthen the regional and national economy and the national defense. Power operations are separated from non-power operations. TVA securities represent obligations of TVA, payable solely from TVA's net power proceeds, and are neither obligations of nor guaranteed by the United States. TVA is currently authorized to issue debt up to \$30 billion. Under this authorization, TVA may also obtain advances from the U.S. Treasury of up to \$150 million. Frequent issuer of discount notes, agency notes, and callable agency securities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Meeting: August 14, 2025

Agenda Item Type: Consent Agenda
Resolution No. 2025-119R

Procurement Agenda Item:

Resolution No. 2025-119R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the City Manager to enter into agreements with GAFS Co., GrantWorks, Inc., Hale Innovation, LLC, Holist Consulting Group, LLC, Langton Associates, Inc., The Ferguson Group, LLC, and TriMerge Consulting Group, P.A., per Request for Proposal (RFP) No. 2025-083 Grant Consulting Services, and providing an effective date.

COST: Undetermined at this time as goods and services are provided on a task authorization basis. These contracts will be utilized by various departments on an as-needed basis for various approved projects and budgeted expenditure accounts.

This item is to authorize the City Manager to enter into agreements for grant consulting services.

Strategic Key Focus Areas:

High-Performing Government

Background Information:

RFP No. 2025-083 Grant Consulting Services was advertised in the Orlando Sentinel, VendorLink, Florida Department of Management Services, and on OpenGov beginning April 13, 2025, with a due date of May 22, 2025. OpenGov shows that there were 1,594 notifications to matching vendors and 116 planholders for this RFQ.

Twenty-one (21) submittals were received for the following companies (in alphabetical order):

1. Ascend Nonprofit & Business Solutions
2. Berry, Dunn, McNeil & Parker, LLC
3. Colliers Engineering & Design, Inc.
4. Crunch Fundings
5. Ecostrata Services, Inc.
6. Elos Environmental, LLC
7. GAFS Co.
8. GrantWorks, Inc.
9. GTC 360, LLC
10. Hale Innovation, LLC
11. Holist Consulting Group, LLC
12. In Rem Solutions, Inc.
13. Jeanne Devlin
14. Kimley-Horn and Associates, Inc.
15. Langton Associates, Inc.
16. Raftelis Financial Consultants, Inc.
17. Tech Army, LLC

18. The Ferguson Group, LLC
19. TriMerge Consulting Group, P.A.
20. Trinsic LLC, dba CIC Planning Group
21. Whitman, Requardt and Associates, LLP

A three-member evaluation committee independently reviewed and scored the submittals according to the RFP criteria. The committee held a discussion on the scoring and ranking, and it was determined to recommend the award of agreements to the top seven (7) ranked companies: GAFs Co., GrantWorks, Inc., Hale Innovation, LLC, Holist Consulting Group, LLC, Langton Associates, Inc., The Ferguson Group, LLC, and TriMerge Consulting Group, P.A.

Legal Authority:

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

Budget and Recommendation:

Undetermined at this time as goods and services are provided on an as-needed basis. This contract will be utilized by various departments on an as-needed basis from various approved projects and budgeted expenditure accounts.

Staff recommends APPROVAL of this request.

Finance Director's Comments:

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

Procurement Director's Comments:

Recommends approval

City Manager's Comments:

City Manager recommends approval

City Council Action:

08/14/2025 - Final Action

Attachments:

1. Resolution No. 2025-119R
2. RFP 2025-083 Grant Consulting Services

RESOLUTION NO. 2025-119R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH GAFS CO., GRANTWORKS, INC., HALE INNOVATION, LLC, HOLIST CONSULTING GROUP, LLC, LANGTON ASSOCIATES, INC., THE FERGUSON GROUP, LLC, AND TRIMERGE CONSULTING GROUP, P.A., PER REQUEST FOR PROPOSAL (RFP) 2025-083 GRANT CONSULTING SERVICES, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Cloud is in need of qualified grant consulting services, and

WHEREAS, the City of St. Cloud advertised RFP No. 2025-083 Grant Consulting Services, and

WHEREAS, the submittals have been regularly processed, and the review committee has ranked the respondents based upon identified components in accordance with the request for qualifications and the anticipated needs of the City of St. Cloud.

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

SECTION I. The City Manager is hereby authorized and directed, after consultation and review by the City Attorney, to enter into agreements with GAFs Co., GrantWorks, Inc., Hale Innovation, LLC, Holist Consulting Group, Langton Associates, Inc., The Ferguson Group, LLC, and TriMerge Consulting Group, P.A.

SECTION II. The City Manager shall have the authority to execute 1) agreement renewals which do not increase the annual not to exceed amount and 2) contract amendments which do not increase the no to exceed amount of the contract of the scope of services as approved.

SECTION III. The Mayor and/or City Manager are specifically authorized to withhold the formal written agreement upon their determination of any matter or factor, hereafter coming to their attention, which may indicate such action is not in the City's best interest, provided that upon such withholding, the City Manager, with reasonable dispatch, shall present the issue to the City Council, in session, for review and direction.

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

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida, this 14th day of August, 2025.

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



REQUEST FOR QUALIFICATION (RFQ)

2025-083

REQUEST FOR PROPOSAL - GRANT CONSULTING SERVICES

City of St. Cloud
1300 9th Street
St. Cloud, FL 34769

RELEASE DATE: April 13, 2025

DEADLINE FOR QUESTIONS: May 2, 2025

RESPONSE DEADLINE: May 22, 2025, 10:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of St. Cloud
REQUEST FOR QUALIFICATION (RFQ)
Request for Proposal - Grant Consulting Services

I.	INTRODUCTION.....
II.	DETAILED SCOPE OF SERVICES AND REQUIREMENTS.....
III.	PROPOSAL CONTENT / FORMAT
IV.	INSTRUCTIONS TO BIDDERS
V.	EVALUATION CRITERIA.....
VI.	FEDERAL REQUIRMENTS
VII.	INSURANCE REQUIREMENTS
VIII.	GENERAL TERMS AND CONDITIONS.....

Attachments:

- A - RFQ 2025-083 Sample Agreement
- B - C-2 Acord Certificate of Insurance Sample
- C - No Response Form
- D - Federal Requirements

1. INTRODUCTION

1.1. Summary

A. **SCOPE OF SERVICES SUMMARY**

The City of St. Cloud, is seeking to retain the services of one or more qualified and experienced consultant(s) for Request for Proposal - Grant Consulting Services on an “as needed” basis, as specified in the Detailed Scope of Services and Requirements Section of this RFP document. The successful proposer(s) shall prove by their qualifications, experience, and plan for the work, that they will best serve the overall needs of the City. The selection of the successful proposer(s) shall be at the City’s discretion and shall be made in a prompt manner after receipt and evaluation of all responses. If you are interested in preparing a response to this RFP, please complete all the requirements set forth in this RFP document. Under the proposal process, the stipulations set forth herein are fully binding on the proposer by confirming acceptance on the Respondent’s Certification.

B. **PRE-RESPONSE CONFERENCE**

A pre-response conference is not required for this RFP.

C. **CONTRACT FOR SERVICES**

Contract term will begin upon an executed agreement for an initial period of three (3) years with the option of two (2) additional one (1) year renewal periods upon mutual agreement.

D. **MINIMUM BIDDER QUALIFICATIONS**

In order for a Proposal to be considered by the City, Proposers shall demonstrate, in their proposals, compliance with the following minimum requirements:

- Consultant must demonstrate qualifications and experience in providing professional grant consulting services services.
- Proposer must demonstrate a minimum of five (5) years experience in writing and submitting grant proposals in order to obtain federal, state and local funding for public agencies.
- Consultant licensed to do business in the State of Florida.

E. **FUND AVAILABILITY**

Any Contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of St. Cloud abides by the provisions set forth in Florida Statutes relative to appropriations of funds. The ability of the successful Proposer to maintain a sense of fiscal responsibility and budgetary awareness shall be favorably considered in the ranking and award of a contract. This disclosure is being made to assist all Proposers in the gauging of their desire to participate in this Proposal and in the planning and preparation of their written response. The

City reserves the right to negotiate all Proposer fees, costs, charges, for any proposed services or appurtenant requirement.

F. PERSONNEL

The work shall be performed and directed by the key personnel identified in the submittal from the awarded firm or individual in response to this RFQ. The awarded firm or individual shall not subcontract, assign or transfer any work under the agreement without the prior written consent of the City. Subconsultants must be identified in the submittal and shall be subject to the approval of the City. Any changes in the identified personnel shall be subject to the prior review and approval of the City. When directed by the City, subconsultants personnel whose performance or behavior is determined to be unsatisfactory shall be immediately removed. The awarded firm or individual shall provide a sufficient number of qualified personnel as necessary to effectively carry out its responsibilities under the agreement.

1.2. Background

The City of St. Cloud is a community of approximately 62,000 residents, covering approximately 34 square miles in Osceola County, located in Central Florida. To obtain general information about the City of St. Cloud, access www.stcloud.org.

1.3. Contact Information

Procurement Services

Procurement Services

1300 9th Street

Building A, 2nd Floor

St. Cloud, FL 34769

Email: purchasing@stcloudfl.gov

Phone: [\(407\) 957-7212](tel:(407)957-7212)

Department:

Procurement

Department Head:

Leslie Flores

Procurement Services Director

1.4. Timeline

Release Project Date	April 13, 2025
Question Submission Deadline	May 2, 2025, 5:00pm
Proposal Submission Deadline	May 22, 2025, 10:00am

2. DETAILED SCOPE OF SERVICES AND REQUIREMENTS

2.1. Project Definition

The intent of this solicitation is to engage qualified Consultants to assist the City with comprehensive general grant consulting services on an as-needed basis. These services will include grant research, grant writing, submission of grant applications, and program administration. The selected consultants will coordinate with the Grants Administrator and work with City staff to identify funding opportunities, write and submit grant proposals, and support the effective administration of awarded grants.

2.2. Grant Research / Grant Writing / Submission of Applications

- Research to identify grant resources including but not limited to Federal, State, and local funding opportunities to support the City's needs and priorities.
- Research grant opportunities identified by the City.
- Develop and maintain a pipeline of suitable grants aligned with the City's Strategic Goals.
- Coordinate with the City's Administrator to identify projects compatible with available local, state and federal funding sources.
- Works with appropriate personnel to develop and expedite internal processing of grant proposals.
- Research and obtain necessary documents for grant applications.
- Provide general grant proposal writing services associated with the completion of grant applications.
- Preparation of grant applications and any other materials required for submission and consideration. This includes grant application narratives and data including, if necessary, charts, tables and diagrams to illustrate data. The Grant Consultant will provide the City with a draft of any grant application 15 days in advance of the application deadline for review and incorporate the City's comments and/or edits into the application within 48 hours of receiving them.
- Solicit Letters of Support on behalf of the City in conjunction with grant applications, if needed.
- Support the submission process, ensuring all proposals meet funding requirements and deadlines.

2.3. Program Administration

- Assist in compliance of awarded grant.
- Act as a liaison between the City and State or Federal agencies.

- Provide assistance in fulfilling the administration and reporting requirements of grants, to include progress reports, final reports, and all other required documentation.
- Knowledgeable and ability to implement and comply with the specific terms, regulations, and requirements governing the disbursement of federal funds, and as identified in 2 CFR Part 200, as amended. Consultant needs knowledge of and is able to access online systems such as HEROS and DRGR.
- Review budgets and expenditures to ensure funds are being utilized in compliance with grant terms.
- Track awarded grants and ensure that project milestones are achieved in accordance with the grant agreements.
- Assist with any required audits or site visits as related to awarded grants.
- Meet with the City's Grants Administrator monthly.
- Monthly Reporting to the City: provide monthly reports summarizing the amount of time expended, describing activities undertaken during the previous month, and status of those activities.

2.4. [No Guarantee of Minimum or Maximum Services](#)

The City reserves the right to request services on an as-needed basis, but does not guarantee any minimum or maximum services to be requested during the term of the Agreement resulting from this solicitation.

3. PROPOSAL CONTENT / FORMAT

In order to achieve a more consistent evaluation of all proposals, proposals shall be submitted in the following format and include the following information:

3.1. DBA*

*Response required

3.2. Authorized Representative Name/Title*

*Response required

3.3. Federal Employer Identification Number (FEIN)*

Verified in SunBiz

*Response required

3.4. PROPOSAL*

A. **TITLE PAGE**

1. The title page shall list the subject "RFQ NO.2025-083 Request for Proposal - Grant Consulting Services" It shall also contain the proposing firm's full legal name, physical address, mailing address (if different than physical address), telephone number and e-mail address, as well as the name, address, telephone and/or cell phone number, and e-mail address of a contact person.

B. **TABLE OF CONTENTS**

1. The table of contents shall list all major topics with their corresponding section title or heading and beginning page number.

C. **INTRODUCTORY LETTER**

1. Describe information about your Firm and explain why your Firm is best suited to meet the services for this RFQ.

D. **QUALIFICATIONS AND EXPERIENCE**

1. All firms that submit a proposal shall meet, but not be limited to, the following minimum qualifications:
 - a. Familiarity and years of service to public agencies.
 - b. Indicate specifically the personnel who will have primary responsibility for this contract.
 - c. Organizational chart with team member resumes. The Respondent shall provide an organizational chart depicting the proposed project team and each team member's role on the project. The Respondent shall identify all subconsultants.

- d. Professional staff (name, project role, business address, phone number and email address) including job skills, education (degree and specification), professional training, total years of experience, years of experience with the current firm, professional registration, and other professional qualifications.
- e. Identify any subconsultants who are to participate in providing services. This must include their respective tasks or disciplines they are to perform and evidence of their qualifications (name, project role, business address, phone number and email address) including job skills, education (degree and specification), professional training, total years of experience, years of experience with the current firm, years of experience working with the respondent, percent of subconsultants business to be performed for prime and also include past relationships, professional registration, and other professional qualifications.
- f. Current and projected workload. Provide a list of your current and projected workload addressing the addition of the City as a client.
- g. Provide a statement as to whether the proposer has, in the last five years, been a party to a lawsuit of any kind related to, in any manner, the type of services requested in this RFQ. If any such litigation exists, provide a statement as to legal style of the matter, the jurisdiction in which it was filed and the status.
- h. State that the business is licensed, permitted, and/or certified to do business in the State of Florida. All required federal, state, and local licenses and permits shall be kept in force during the term(s) of the contract. Copies of all required licenses are to be provided with Consultant's submittal.

E. PROJECT UNDERSTANDING AND PROPOSED APPROACH

- 1. Proposer shall include a proposed approach for providing the services outlined in the requested "Scope of Services" as understood by the Firm and the ability of the Firm to provide such resources.

F. SIMILAR PROJECTS

- 1. To demonstrate experience and success in conducting similar work, the proposer shall provide a minimum of five (5) similar contracts that best illustrates the proposed team's qualification for the scope of services indicated in this RFQ. This shall include project name, project start and completion date, client name and contact information, project staff involved from the proposed project team as listed on the organization chart (to be included with submittal); and a detailed description of the project and its applicability to evaluation of this RFQ. Do not include the City of St. Cloud as a reference.

*Response required

3.5. Proposed Fees*

The Consultant's proposed fees shall include all costs that the Consultant may anticipate incurring during the performance of this RFP

*Response required

3.6. ADDITIONAL DATA TO SUPPORT PROPOSAL*

Provide a copy of your current certificate of insurance. During the entire period of performance of any contract resulting from this solicitation, the successful Proposer shall procure and maintain the minimum insurance coverage required by the City of St. Cloud as stipulated in the Insurance Requirements Section. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the company by the Department of Insurance of the State of Florida to conduct business in the State of Florida, with a minimum A.M. Best rating of VII/A-. Proof of such insurance must be provided to the City prior to beginning contract performance.

*Response required

3.7. COMPLIANCE FORMS

3.7.1. Respondent's Certification*

I have carefully examined the solicitation.

I hereby propose to furnish the services specified in the Solicitation. I agree that my submittal will remain firm for a period of at least 90 days in order to allow the City adequate time to award bid.

I certify that all information contained in this submittal is truthful. I further certify that I am duly authorized to provide this submittal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation tendering a submittal for the same service, that no officer, employee or agent of the City of St. Cloud or any other respondent is interested in said submittal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

☐ Please confirm

*Response required

3.7.2. Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes*

I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.

I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the following statement, is true in relations to the entity submitting this statement.

Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

☐ Please confirm

*Response required

3.7.3. *Americans with Disabilities Act (ADA) Disability Nondiscrimination Statement**

I, being duly first sworn state: That the named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor

under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provision pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction. The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat327,42USC1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions. The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes: The Rehabilitation Act of 1973, 229 USC Section 794; The Federal Transit Act, as amended 49 USC Section 1612; The Fair Housing Act as amended 42USC Section 3601-3631

☐ Please confirm

*Response required

3.7.4. *Business Entity Affidavit (Vendor/Bidder Disclosure)**

OWNERSHIP DISCLOSURE AFFIDAVIT

A. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name:

Address:

Ownership %:

B. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

Full Legal Name:

Address:

Ownership %:

☐ Please confirm

*Response required

3.7.5. *City of St. Cloud Drug Free Workplace Compliance Form**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a

business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall: (The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that does): (Name of Business)

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.
- D. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I confirm that this form complies fully with the above requirements.

☐ Please confirm

*Response required

3.7.6. No Lobbying Affidavit*

I confirm that I am an authorized representative, maker of the attached submittal made in response to a request for bid, proposals, qualifications and/or any other solicitation released by the City of St. Cloud, and swear that the bidder and any of its agents agrees to abide by the City of St. Cloud's no lobbying restrictions in regard to this solicitation

☐ Please confirm

*Response required

3.7.7. *Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge, that: 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. 3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The undersigned Contractor hereby certifies and attests to the accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

☐ Please confirm

*Response required

3.7.8. *Vendor Certification of Scrutinized Companies Lists**

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S., or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or companies that are engaged in a boycott of Israel. As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I confirm that I am authorized to sign on behalf of the referenced company and certify acknowledgement and acceptance that the above statement is true.

☐ Please confirm

*Response required

3.7.9. Certification Regarding Debarment, Suspension, and Other Responsibility Matters*

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85,668,682), Department of Health and Human Services (45 CFR Part 76).

I, the prospective bidder certify to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements , or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. Any exceptions provided will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the City will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

☐ Please confirm

*Response required

3.7.10. E-Verify Compliance Form*

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- A. All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of St. Cloud, Florida; and
- C. Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

☐ Please confirm

*Response required

3.7.11. Anti-Human Trafficking Affidavit*

Please download the below documents, complete, and upload. Florida Statute §787.06(13) requires all non-governmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the non-governmental entity under penalty

of perjury that the non-governmental entity does not use coercion for labor or services as defined in that statute. The City of St. Cloud, Florida is a governmental entity for the purposes of this statute.

- [Anti-Human Trafficking Affi...](#)

*Response required

3.7.12. *Federal Requirements**

Please review and confirm the acceptance of the Federal Requirements. See **Section 7. Attachments** for copy of Federal Requirements

☐ Please confirm

*Response required

3.7.13. *General Terms and Conditions*

Please review and confirm the acceptance of the General Terms and Conditions.

☐ Please confirm

3.8. Additional Documents

3.8.1. *PROPRIETARY INFORMATION*

4. INSTRUCTIONS TO BIDDERS

4.1. PUBLIC RECORD STATEMENT

By submitting a proposal to the City of St. Cloud, each Proposer acknowledges and understands that the City of St. Cloud is a public agency subject to Chapter 119 Florida Statutes ("Public Records Law") and all responses are deemed a public record and open to public scrutiny. Any Proposal document the Bidder submits will be a public record when the City of St. Cloud provides notice of an intended decision or 30 days after opening the bids, proposals, or final replies, whichever is earlier. Trade Secrets, certain background financial information, and other items, may constitute exemptions to disclosure under the Public Records law. Proposer expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records Law, to include:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services contemplated herein.
- B. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this Florida's Public Records law or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfers, at no cost, to the City, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contractor shall contact the City's custodian of public records at City Clerk's Office, 1300 9th Street, St. Cloud, Florida 34769, telephone 407-957-7300, email cityclerk@stcloud.org.

E.

4.2. ACKNOWLEDGEMENT

1. Submission of a bid/proposal shall constitute an acknowledgement by the Bidder/Proposer and certifies that they have thoroughly examined and is familiar with the solicitation. The failure or neglect of the Bidder/Proposer to examine the solicitation shall in no way relieve him/her of any obligations with respect to either his/her bid/proposal or the RFP. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the solicitation.
2. The selected Bidder/Proposer shall comply with all Federal and State requirements.

3. All bids/proposals must be confirmed by an authorized signer of the firm. Obligations assumed by such confirmation must be fulfilled.
4. Alternate proposals will not be considered unless they are specifically called for in this solicitation.
5. From the issue date of this solicitation until a selection decision is made, no unauthorized contact related to this solicitation will be allowed between a Bidder/Proposer, their employees or subcontractors and any elected or appointed officials, City Manager or any City staff, with the exception of the Procurement Services Department. Any unauthorized contact will disqualify the Bidder/Proposer from further consideration.
6. Any protest shall be in accordance with the City of St. Cloud Procurement Policy.
7. The selected Bidder/Proposer agrees to provide, within ten (10) calendar days from the notice of award, insurance requirements in accordance to the requirements in the terms and conditions specified in this solicitation. All policies shall be subject to approval by the City of St. Cloud, and issued by companies authorized by the State of Florida's Department of Insurance to conduct business in the State of Florida.
8. The selected Bidder/Proposer agrees that it and its subcontractors have a Drug-Free Workplace Program that complies with Florida §§ 287.087. Refer to required forms.
9. The selected Bidder/Proposer shall submit only one bid/proposal in response to this solicitation, and shall have no financial interest in other entities submitted proposals/bid responses for the same solicitation.
10. Neither the selected Bidder/Proposer, nor its affiliates, nor anyone associated with them shall have any potential conflict of interest due to any other clients, contracts, business relationships or property interests for this solicitation packet's scope of work.
11. No member of the selected Bidder's/Proposer's ownership, management, or staff shall have a vested interest in any of the City, nor any business or other relationship with any of the City's employees, officers, directors, or elected officials, that creates a conflict of interest or the appearance of a conflict of interest. All Bidders/Proposers must disclose with their Bid/Proposal the name of any officer, director, or agent, who is also an employee of the City. Further, all Bidders/Proposers must disclose the name of any City employee who owns, directly or indirectly, any interest in the Bidder's/Proposer's firm or any of its branches. The Award hereunder is subject to provisions of State Statutes and City Ordinance.
12. No member of the selected Bidder's/Proposer's ownership or management is presently applying for an employee position or actively seeking an appointment with the City.
13. The selected Bidder/Proposer, or authorized signatory, shall provide written notice to the City in the event that a conflict of interest is identified at any time.
14. The vendor shall comply with Federal requirements per 2 Code of Federal Regulations (CFR) Part 200, Uniform Guidance, and any subsequent revisions and updates.

4.3. REQUEST FOR ADDITIONAL INFORMATION

The respondent shall furnish such additional information as the City of St. Cloud may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The City reserves the right to make investigations of the qualifications of the respondent as it deems appropriate, including but not limited to, a background investigation.

4.4. ECONOMY OF PREPARATION

Submittals should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to fulfill the requirements.

4.5. PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Record Law) and except as may be provided by other applicable State and Federal Law, all respondents should be aware that the Request for Qualifications and the responses are in the public domain. However, the respondents are requested to identify specifically any information contained in their submittals which they consider confidential and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received from respondents in response to this Request for Qualifications will become the property of the City of St. Cloud and will not be returned to the respondents. In the event of award, all documentation produced as part of the contract will become the exclusive property of the City, unless otherwise specified in the contract.

4.6. STATEMENT OF NO RESPONSE

The City of St. Cloud Procurement Services Department is committed to continuously improving its processes to receive maximum participation from the industry/market. The City is requesting that firms and individuals, who do not wish to bid on this solicitation, complete the No Response Form in the portal.

4.7. INFORMATION

Bidders shall prepare submittals in accordance with the requirements of these Instructions to Bidders. Not preparing a submittal, in accordance with such instructions, implies that the Bidder does not intend to comply with all the proposed contract conditions. Such submittals will be considered irregular and may be rejected.

The City of St. Cloud will receive submittals through the OpenGov portal for goods, equipment, materials, and related services set forth in the included specifications and documents.

4.8. ELECTRONIC SUBMITTAL OF THE PROPOSAL

To ensure correct Proposal formatting, Proposers shall:

- A. Submit Proposals electronically through the Portal.
- B. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf).

- C. Enable printing on files submitted. \Clearly identify the RFQ Number, Name, Submission Date, and Bidder Name on the Response Cover Page.
- D. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.
- E. Contact technical support using the real-time chat bubble located in the lower right-hand corner of the Portal, or at procurement-support@opengov.com, if technical difficulties arise during bid submission.
- F. Follow all instructions outlined in this RFQ and provide all requested information.

4.9. MINORITY/WOMEN BUSINESS ENTERPRISES (M/WBE)

The City of St. Cloud encourages the full and equitable participation of Minority and Women Business Enterprises (M/WBE) in the procurement of services.

4.10. PROPOSAL PREPARATION COSTS

The City of St. Cloud shall not compensate any proposer for preparation of responses to this solicitation.

4.11. CLARIFICATIONS

If a prospective Proposer has doubt as to the true meaning of any part of the solicitation, they may submit a question via the Portal through the Questions and Answers Tab; verbal requests will not be accepted.

Failure of the Proposer to request information or make inquiries will not relieve them of any responsibility to perform under the terms of any contract awarded for the work in accordance with subsequent clarifications.

The City of St. Cloud shall issue an addendum to all Bidders, via the Portal, following the deadline for questions.

4.12. LOCAL CONDITIONS

Each Proposer shall have thorough knowledge of conditions, factors, and scope of work, which would affect the execution and completion of the requested work. If required, site visits may be held the day of the Pre-Response Conference.

Bidders shall investigate properly and consider all such factors in the preparation of every Proposal submitted. The City of St. Cloud shall not permit claims for financial adjustment based on the lack of prior information or its effect on the cost of the work.

4.13. SOLICITATION OPENING

The City of St. Cloud shall open Proposals electronically via the Portal on the RFP Due date.

4.14. SOLICITATION SCHEDULE

The City of St. Cloud shall adhere to the stated schedule during the solicitation process, unless a change notice is issued to the Bidders via a written addendum. The City of St. Cloud reserves the right to postpone the date and time announced for the opening of proposals at any time.

4.15. PROPOSAL ACCEPTANCE AND REJECTION

The City of St. Cloud reserves the right to accept or reject any and/or all Bids/Proposals, with or without cause, when in the best interest of the City. The City also reserves the right to withdraw all or part of this request at any time in order to protect the City's interest. The City reserves the right to reject any proposal found to be non-responsive, vague, non-conforming, or irresponsible. The City of St. Cloud reserves the right to make such investigation as it deems necessary to make this determination. Additional information shall be provided by the Vendor if requested by the City. Such information may include, but shall not be limited to, current financial statements, verification of availability of equipment and personnel, and past performance goals. The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive irregularities in the procedure if, in the City's judgment, it will best serve the City's interests. The desire of the City of St. Cloud to pursue proposals shall in no way obligate the City to execute a contract with proposer(s).

4.16. CANCELTION

Prior to the final execution of a Contract or full Notice to Proceed, the City of St. Cloud reserves the right to rescind said award without prior notice to Proposers. In addition, the City of St. Cloud may reject all Proposals, reissue the solicitation packet, or re-award the contract.

4.17. CONTRACT AND EXECUTION

"Contract" shall mean the solicitation documents as defined and listed herein, advertisement, instructions to bidders, bid form, bid bond, contract agreement, payment and performance bonds, general and special conditions, and specifications, together with all addenda and supplemental agreements. The selected Bidder shall execute the necessary contractual forms, and return the executed forms within ten (10) business days of receipt of forms for execution.

4.18. AWARD

The City of St. Cloud Procurement Services Department will present the selected firm to the City Council for approval or rejection of all or some categories of submittals within ninety (90) calendar days from the date of opening of submittals, when applicable.

4.19. TAXES, PERMITS, AND LICENSES

The Bidder's attention is directed to the General Terms and Conditions and the Florida Statutes regarding taxes, permits, and licenses. It shall be the Proposer's responsibility to determine the applicable taxes, permits, and licenses. If the Bidder has doubt as to whether or not a tax, permit, or license is applicable, they shall state in their proposal whether this item has been included in their proposal price and the amount of the applicable tax, permit, or license in question.

4.20. ERRORS AND OMISSIONS

Any or all proposals will be rejected if there is reason to believe that collusion exists among the Bidders/Proposers and no participants in such collusion will be considered in future solicitations. Bids/Proposals in which the prices obviously are unbalanced will be rejected.

Falsification of any entry made on the Contractor's bid will be deemed a material irregularity and will be grounds, at the Owner's option, for rejection.

The Owner reserves the right to reject any or all bids, to waive technicalities, and to reject the bid of a Bidder/Proposer who is not in a position to perform the contract.

4.21. AWARD OF CONTRACT

Bidders/Proposers or their authorized representatives are expected to be fully informed as to their conditions, requirements and specifications before submitting bids/proposals; failure to do so will be at the Bidder's/Proposer's own risk.

4.22. BID PROTEST

Any actual or prospective Bidder, Proposer, Submitter, or Contractor who is aggrieved in connection with a solicitation or award of a bid or agreement may protest in accordance with the appeal process in the City of St. Cloud's Procurement Policy.

4.23. BID EVALUATION CRITERIA

The City of St. Cloud reserves the right to consider historic information and facts, whether gained from the Bidder's submittal, pre-bid conference, references, and/or other sources during evaluation process. The City of St. Cloud may conduct such investigations to assist with the evaluation of any Bid/Proposal. The investigation also serves to establish the Bidders'/Proposers', subcontractors', and other related entities' responsibility, qualifications, and financial ability to fulfill the Bid requirements to the City's satisfaction, within the prescribed time. The Bidder/Proposer solely is responsible to submit information required by the solicitation. The City of St. Cloud is under no obligation to solicit such information. Failure of the Bidder/Proposer to submit required information may result in disqualification of bid/proposal.

5. EVALUATION CRITERIA

The City of St. Cloud shall evaluate the Proposal based on the information provided by each of the Proposers. The City of St. Cloud will establish an Evaluation Committee consisting of a minimum of three (3) members to evaluate and rank all responsive proposals utilizing the following evaluation scoring system with the highest possible score being 100 points.

The evaluation factors used for scoring and determining rankings are listed below. Interviews of proposers will only be conducted if the Evaluation Committee is unable to make a determination after evaluation of the proposals. The City reserves the right to forego the interview process if the Evaluation Committee feels that adequate rankings have been provided by the initial review and evaluation of proposals.

Each Proposer acknowledges that the City of St. Cloud shall evaluate all Proposals and may initiate clarification discussions or seek additional information from all or some of the Bidders to fully understand any unclear elements of their proposals.

The City of St. Cloud reserves the right to consider historic information and facts, whether gained from the Bidder's Proposal, pre-proposal conference, references, and/or other sources during evaluation process. The City of St. Cloud may conduct such investigations to assist with the evaluation of any Proposal. The investigation also serves to establish the Proposers', subcontractors', and other related entities' responsibility, qualifications, and financial ability to fulfill the Proposal requirements to the City's satisfaction, within the prescribed time.

The Proposers solely is responsible to submit information related to the evaluation categories. The City of St. Cloud is under no obligation to solicit such information. Failure of the Bidder to submit information may cause an adverse impact on the Proposal's evaluation.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	Qualifications and Experience A. All firms that submit a proposal shall meet, but not be limited to, the following minimum qualifications: 1. Familiarity and years of service to public agencies. 2. Indicate specifically the personnel who will have primary responsibility for this contract. 3. Organizational chart with team member resumes. The Respondent shall provide an organizational chart depicting the proposed project team and each team member's role on the project. The Respondent shall identify all subconsultants. 4. Professional staff (name, project role, business address, phone number and email address) including job skills, education (degree and specification), professional training, total years of experience, years of experience with the current firm, professional registration, and other professional qualifications. 5. Identify any subconsultants who are to participate in providing services. This must include their respective tasks or disciplines they are to perform and evidence of their qualifications (name, project role, business address, phone number and email address) including job skills, education (degree and specification), professional training, total years of experience, years of experience with the current firm, years of experience working with the respondent, percent of	Points Based	25 (25% of Total)
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	subconsultants business to be performed for prime and also include past relationships, professional registration, and other professional qualifications. 6. Current and projected workload. Provide a list of your current and projected workload addressing the addition of the City as a client. 7. Provide a statement as to whether the proposer has, in the last five years, been a party to a lawsuit of any kind related to, in any manner, the type of services requested in this RFQ. If any such litigation exists, provide a statement as to legal style of the matter, the jurisdiction in which it was filed and the status. 8. State that the business is licensed, permitted, and/or certified to do business in the State of Florida. All required federal, state, and local licenses and permits shall be kept in force during the term(s) of the contract. Copies of all required licenses are to be provided with Consultant's submittal.		
2.	Project Understanding and Proposed Approach A. Proposer shall include a proposed approach for providing the services outlined in the requested "Scope of Services" as understood by the Firm and the ability of the Firm to provide such resources.	Points Based	25 (25% of Total)

3.	Similar Projects A. To demonstrate experience and success in conducting similar work, the proposer shall provide a minimum of five (5) similar contracts that best illustrates the proposed team's qualification for the scope of services indicated in this RFQ. This shall include project name, project start and completion date, client name and contact information, project staff involved from the proposed project team as listed on the organization chart (to be included with submittal); and a detailed description of the project and its applicability to evaluation of this RFQ. Do not include the City of St. Cloud as a reference.	Points Based	25 <i>(25% of Total)</i>
4.	Pricing Proposal	Points Based	25 <i>(25% of Total)</i>

6. FEDERAL REQUIREMENTS

6.1. 2 CFR. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Contractor shall comply with the Federal requirements per 2 Code of Federal Regulations (CFR) Part 200 Super Circular, titled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", effective December 26, 2014, and any subsequent revisions and updates to 2 CFR. Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".

6.2. Federal Equal Opportunity Employer Requirement.

- A. The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all subcontractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.
- B. During the performance of this contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - 3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs a) through f) in every subcontract or Purchase Order (PO) unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or PO as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

6.3. Compliance of Reporting Requirements.

The Contractor hereby acknowledges that the City has the responsibility for providing required reporting, including financial information, program progress, and real property status, in accordance with 2 CFR. § 200.327, 2 CFR. § 200.328, and 2 CFR. § 200.329 on frequencies established by the Federal awarding agency.

6.4. Access to Records.

The following access to records requirements apply to this contract in respect to federal financial assistance awards:

- A. The CONTRACTOR agrees to provide the City, the State of Florida, the Federal grantor agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- B. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The CONTRACTOR agrees to provide the Federal grantor agency administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

6.5. Retention of Records.

- A. The City shall retain all records related to this project for three (3) years from the date of final expenditure report for projects funded by the FEMA PA program.
- B. The Contractor shall retain all records related to this Agreement for three (3) years after termination of this contract.

6.6. Compliance with the Contract Work Hours and Safety Standards Act.

- A. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph A of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this section, in the sum of \$10 for each Day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph A of this section.
- C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this section.

- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 3 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 3 of this section.

6.7. Clean Air Act and The Federal Water Pollution Control Act.

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

6.8. Suspension and Debarment.

- A. This contract is a covered transaction for purposes of 2 CFR. Part 180 and 2 CFR. Part 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR. § 180.995), or its affiliates (defined at 2 CFR. § 180.905) are excluded (defined at 2 CFR. § 180.940) or disqualified (defined at 2 CFR. § 180.935).
- B. The Contractor must comply with 2 CFR. Part 180, subpart C and 2 CFR. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the City of St. Cloud. If it is later determined that the Contractor did not comply with 2 CFR. Part 180, subpart C and 2 CFR. Part 3000, subpart C, in addition to remedies available to the Florida Department of Emergency Management (recipient) and the City of St. Cloud (sub-recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The Proposer agrees to comply with the requirements of 2 CFR. Part 180, subpart C and 2 CFR. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6.9. Byrd Anti-Lobbying Amendment, 31 U.S. C. § 1352 (As Amended).

- A. Contractors who apply or propose for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal

appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

- B. Federal Form 'C.1' titled "44 CFR. Part 18 – Certification Regarding Lobbying" is hereby attached and made a binding part hereof.

6.10. Procurement of Recovered Materials.

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
- B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products>.

6.11. Department of Homeland Security (DHS) Seal, Logo and Flags.

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific pre-approval from the appropriate Federal agency.

6.12. Compliance with Federal Law, Regulations and Executive Orders.

This is an acknowledgement that Federal and state financial assistance may be used to fund payment for services provided under this contract. The Contractor will comply will all applicable federal law, regulations, executive orders, as well as policies, procedures and directives of the respective funding Federal grantor agency.

6.13. No Obligation by the Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the contract.

6.14. Fraud and False or Fraudulent or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

6.15. Compliance with the “Davis-Bacon Act”:

- A. In accordance with the requirements of the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction) as amended), all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act. CONTRACTORS are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTORS must pay wages not less than once a week.
- B. The CITY shall report all suspected or reported violations to the appropriate Federal agency in accordance with 2 C.F.R. Part 200, Appendix II, ¶ D

6.16. Compliance with the Copeland “Anti-Kickback Act”

- A. The CONTRACTOR hereby agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S. C. 3145), as supplemented by the Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”.
- B. Each CONTRACTOR or SUBCONTRACTOR are hereby prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- C. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- D. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR and subcontractor as provided in 29 C.F.R. § 5.12.
- E. The CITY shall report all suspected or reported violations to the appropriate Federal agency in accordance with 2 C.F.R. Part 200, Appendix II, ¶ D

6.17. Hatch Act

The CONTRACTOR shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

7. INSURANCE REQUIREMENTS

Please have your insurance agent fax or e-mail an acceptable Certificate of Liability Insurance (in Word or PDF format) no later than **30 DAYS PRIOR TO THE PROJECT START DATE** to:

City of St. Cloud
Attention: Procurement Services Department
1300 9th Street, Building A, 2nd Floor
St. Cloud, Florida 34769
E-mail: purchasing@stcloud.org Fax: (407) 957-7369

The certificate of liability insurance must reflect the following:

Insurers Must have an A.M. Best Financial Strength Rating of A- or better and Financial Strength Category of VII or better. Proof of the insurer's rating and category size must accompany the certificate of liability insurance.

General Liability*

Required for all contractors and vendors.

- \$1,000,000 Each Occurrence
- \$50,000 Fire Damage (Any one fire)
- \$0 Medical Expenses (Any one person)
- \$1,000,000 Personal and Advertisement Injury
- \$2,000,000 General Aggregate
- 1,000,000 Products – Comp/Op Aggregate

Auto Liability*

Required if vendor vehicle will be on City property.

- \$1,000,000 Combined Single Limit
(required when vehicle is used to perform contracted work)
- \$500,000 Combined Single Limit
(required for all other contractors/vendors for vehicle driven to/from worksite)

Garage and Garage Keepers Liability*

Required if a city vehicle is being repaired at your facility.

- \$1,000,000 Each Occurrence

Excess Liability*

Required when specified by contract.

- \$2,000,000

Worker's Compensation*

Required if two or more employees are employed. WC Statutory limits must be marked.

Other (as applicable)*

- Liquor Liability (Hold harmless agreement and authorization by the City Council): \$1,000,000 minimum
- Builder's Risk Insurance: Completed project amount
- Environmental/Pollution Liability Insurance: \$1,000,000 minimum
- Professional Liability: \$1,000,000 minimum
- Other: Project specific

Description of Operations

The City of St. Cloud must be listed as an Additional Insured. The project name and dates (both begin and end dates) must be included.

Certificate Holder Should be listed as follows:

City of St. Cloud
Attention: Procurement Services Department
1300 9th Street, Building A, 2nd Floor
St. Cloud, Florida 34769

A sample of the certificate of liability insurance is attached in the [#ATTACHMENTS](#) section.

**The City of St. Cloud reserves the right to require increased limits of coverage. Refer to the bid specifications for details.*

8. GENERAL TERMS AND CONDITIONS

As applicable, the following provisions apply to the Bidder/Proposer or any Consultant or subconsultant engaged to perform any aspect of the negotiated scope of work.

8.1. SUBMISSION OF BID/PROPOSALS

Bidders shall submit Proposals in accordance with the instructions and schedule included in the solicitation containing these specifications and documents.

8.2. EXECUTION OF BID/PROPOSAL

Bidder acknowledges any executed document submitted electronically or digitally shall be considered an original.

8.3. BID/PROPOSAL OPENING

Bid/Proposal opening shall be public on the date and time specified. Bids/Proposals must be submitted electronically prior to the specified date and time. Bids will be opened and publicly read aloud via a virtual meeting, on the above appointed date and time. Bid/Proposal may not be modified after opening. Bid/Proposal may not be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

8.4. BID/PROPOSAL TABULATION

Bid/Proposal tabulations are available via the portal.

8.5. CLARIFICATION/CORRECTION OF BID/PROPOSAL ENTRY

The City of St. Cloud reserves the right to allow for the clarification of questionable entries and for the withdrawal of obvious mistakes. Each Bidder/Proposer shall examine all Bid/Proposal submittal documents and shall judge all matters relating to the adequacy and accuracy of such documents. All inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the Bid/Proposal shall be made via the portal. The City of St. Cloud shall not be responsible for oral interpretations given by any City of St. Cloud employee, representative, or others. The issuance of a written Addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid/Proposal, all plan holders will be notified via the portal. It will be the responsibility of the Bidder/Proposer to obtain and acknowledge addenda via the portal.

8.6. PRICING

Firm prices shall be bid and include all packing, handling, shipping charges, and delivery to any point within the City of St. Cloud, to a secure area or inside delivery, F.O.B. DESTINATION. Pricing shall also include any and all costs for lodging, mileage, meals, permits, license(s), insurance, fees, or any other cost. Unit prices shall be shown in the Bid/Proposal. The obligations of City of St. Cloud under this Award are subject to the availability of funds lawfully appropriated for its purpose.

8.7. TAXES

The City of St. Cloud is exempt from Federal Excise Taxes and Sales Taxes. Tax exemption certification 85-8012621679C-5 available upon request.

8.8. DISCOUNTS

Discounted Payment Terms shall not be considered in determining the lowest net cost for the Bid/Proposal evaluation purposes.

8.9. BRAND NAME OR EQUAL

If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids/Proposals offering "equal" products, when allowed, will be considered for Award if such products are clearly identified in the Bid/Proposal and are determined by the City to meet fully the salient characteristics requirements listed in the specifications. Highly technical or specialized equipment or commodities are to be performance equal and, therefore, must be pre-approved. Unless the Bidder/Proposer clearly indicates in his/her Bid/Proposal that he/she is offering an "equal" product, the Bid/Proposal shall be considered as offering the same brand name product referenced in the specifications. If the Bidder/Proposer proposes to furnish an "equal" product, when allowed, the brand name, if any, of the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of Bids/Proposals and the determination as to equality of the product offered shall be the responsibility of the City and will be based on information furnished by the Bidder/Proposer. Procurement Services is not responsible for locating or securing any information, which is not identified in the Bid/Proposal and reasonably available to Procurement Services. To ensure that sufficient information is available, the Bidder/Proposer shall furnish, as a part of the Bid/Proposal, all descriptive material necessary for Procurement Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Bidder/Proposer proposes to furnish and what the City of St. Cloud would be binding itself to purchase by making an Award.

8.10. ADDITIONAL TERMS & CONDITIONS

The City of St. Cloud reserves the right to accept or reject any and/or all Bids/Proposals, to waive irregularities and technicalities, and to request re-submission. Also, the City of St. Cloud reserves the right to accept all or any part of the Bid/Proposal. Any sole response received on the original bid submittal date may or may not be rejected by the City of St. Cloud depending on available competition and timely needs of the City of St. Cloud. The Vendor shall have the capability in all respects to perform fully the Contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capability, facilities, equipment, and credit, which will assure good faith performance to be a responsible Vendor. The City of St. Cloud reserves the right to make such investigation as it deems necessary to make this determination. Additional information shall be provided by the Vendor if requested by the City. Such information may include, but shall not be limited to, current financial statements; verification of availability of equipment and personnel, and past performance goals.

8.11. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications, and any supplemental specifications, as to any details, or the omission from same, of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement.

8.12. PATENTS AND ROYALTIES

The Bidder/Proposer, without exception, shall indemnify and save harmless the City of St. Cloud and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or article, manufactured or used in the performance of the Contract, including its use by the City of St. Cloud. If the Bidder/Proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid/Proposal prices shall include all royalties or costs arising from the use of such design, device, or materials involved in the work.

8.13. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for Contractual obligations between the Awarded Vendor/Contractor and the City of St. Cloud for any terms and conditions not specifically stated in this Bid/Proposal.

8.14. EEO STATEMENT

The City of St. Cloud is committed to assuring equal opportunity in the Award of Contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, handicap, age, and gender. The City of St. Cloud recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority-owned and women-owned business enterprises. All Bidders/Proposers are asked to make an affirmative statement as to their support of all applicable equal opportunity/affirmative action requirements. A copy of the City's Employment Opportunity policy is available upon request.

8.15. SAFETY WARRANTY

The selling dealer, distributor, supplier, contractor, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified, and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

8.16. WARRANTY

The Bidder/Proposer agrees that, unless otherwise specified, the supplies and/or services furnished under this Bid/Proposal shall be covered by the most favorable commercial warranty the Bidder/Proposer gives to any customer for comparable quantities of such supplies and/or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of St. Cloud by any other provision of this Bid/Proposal.

8.17. AWARDS

As the best interest of the City may require, the right is reserved to make Award(s) by individual item, group of items, all or none, or a combination thereof, on a geographical basis and/or on a countywide basis, to reject any and all Bids/Proposals, or waive any minor irregularity or technicality in Bids/Proposals received. Bidders/Proposers are cautioned to make no assumptions unless their Bid/Proposal has been evaluated as being responsive. All Awards made as a result of this Bid/Proposal shall conform to applicable ordinances of the City of St. Cloud. The City may return, for full credit, any unused items received which fail to meet the City's performance standards. City of St. Cloud reserves the right to cancel an Awarded Bid/Proposal upon due cause, i.e. vendor misrepresentation, vendor negligence, non-performance, etc., via written notice. The vendor will be responsible WAIVER: The City reserves the right to reject any Bid/Proposal, or part thereof, or to accept any Bid/Proposal that it deems in its best interest. Further, the City reserves the right to waive informalities.

8.18. FUND AVAILABILITY

Any Contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of St. Cloud abides by the provisions set forth in Florida Statutes relative to appropriations of funds. The ability of the successful Bidder/Proposer to maintain a sense of fiscal responsibility and budgetary awareness shall be favorably considered in the ranking and award of a contract. This disclosure is being made to assist all Bidders/Proposers in the gauging of their desire to participate in this Bid/Proposal and in planning and preparation of their written response. The City reserves the right to negotiate all Bidder/Proposer fees, costs, charges, etc., for any proposed service or appurtenant requirement.

8.19. PAYMENTS

Payments shall be made pursuant to Florida Statute Section 218.70, the Prompt Payment Act, and all City Policies promulgated thereby.

8.20. GOVERNING LAWS

Any contractual arrangement between the City of St. Cloud and the Bidder/Proposer shall be consistent with, and be governed by, the ordinances of the City of St. Cloud, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulation. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Osceola County, Florida.

8.21. STATEMENT OF INTEREST

All Bidders/Proposers must disclose with their offer the name of any corporate officer, director, or agenda who is also an officer or employee of the City of St. Cloud. Further, all Bidders/Proposers must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's/Proposer's firm or any of its branches, subsidiaries, or partnerships.

8.22. CHANGES

The City of St. Cloud reserves the right to order, in writing, changes in the work/services within the scope of the Contract, such as changes in quantity or delivery schedule. The successful Bidder/Proposer has the right to request an equitable price adjustment in cases where modifications to the Contract under the authority of this clause result in increased costs to the Contractor.

8.23. BID/PROPOSAL AS PUBLIC DOMAIN

All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of Chapter 119, Florida Statutes. The Bid/Proposal will become part of the public domain upon opening. Bidders/Proposers must invoke the exemptions to disclosure provided by law in the response to the Bid, must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary.

8.24. QUALIFICATIONS

Bidders/Proposers shall provide, within the Bid/Proposal submitted, substantial data sufficient for evaluating the ability of the potential Bidder/Proposer to execute a project of the type contemplated.

8.25. INDEMNIFICATION

The successful Bidder/Proposer covenants and agrees to indemnify and save harmless the City, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the City, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit, or action and the investigation thereof. Nothing in the award, resulting agreement, contract, or Purchase Order shall be deemed to affect the rights, privileges, and immunities of the City as set for in Florida Statute Section 768.28.

8.26. TIME FOR PERFORMANCE

The services described herein and on the attached shall be performed in a prompt and correct manner within the standards of good and ethical productivity as negotiated between the City and the successful Bidder/Proposer. All Bidders/Proposers are asked to provide their best estimate for compliance with the scope of work as established by the Bid/Proposal. All contract time lines will be based on the projected scope and the estimated time for performance.

8.27. OCCUPATIONAL LICENSE

Occupational licenses are required.

8.28. PERMITS/LICENSES/FEES

Any permits, licenses, inspections, or fees required will be the responsibility of the Contractor. No separate payment will be made.

8.29. MODIFICATIONS

In addition to changes made under the changes clause, any contract resulting from this solicitation may be modified within the scope of the contract upon the written and mutual consent of both parties and approval by the City of St. Cloud.

8.30. NO ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are not applicable to this proposal. If submitted, either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal, and the Bidder's/Proposer's authorized signature affixed to the proposal signature section attests to this.

8.31. INSURANCE:

During the entire period of performance of any contract resulting from this solicitation, the successful Bidder/Proposer shall procure and maintain the minimum insurance coverage required by the City of St. Cloud as stipulated in the insurance attachment. Types of coverage and limits of liability shall be as set forth in the Agreement. Proof of such insurance must be provided to the City prior to beginning contract performance.

8.32. PUBLIC ENTITIES CRIMES:

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By signature on this solicitation, vendor certifies that they are qualified to do business with City of St. Cloud in accordance with Florida State Statute.

8.33. ACCEPTANCE:

Receipt of service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets specifications and/or all conditions. Should the delivered service or materials differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the agency, Procurement Services may authorize the recipient to refuse final acceptance of the service.

8.34. ASSIGNMENT:

Successful Bidder/Proposer shall not assign or sublet the resulting contract or subcontract any of the work required to be performed without prior written approval of the City of St. Cloud.

8.35. REFERENCES:

References for the company reflecting the experience in the specific service or requirement being requested in the Bid/Proposal shall be made part of your response. All reference materials provided shall become the property of the City of St. Cloud and will become public record. The City reserves the right to expand its reference requirements at any time.

8.36. PERIOD OF AGREEMENT:

Agreement shall be awarded for the optimal term as agreed to between the parties and as approved by the City.

8.37. OPTION TO EXTEND:

The performance period of any contract resulting from this Bid/Proposal may be extended upon mutual agreement between the Contractor and the City of St. Cloud. Either party may request an extension to the resulting agreement at least 120 days prior to expiration of the resulting contract.

8.38. ADDITIONAL INFORMATION:

The City of St. Cloud Procurement Services Department reserves the right to request any additional information needed for clarification from any Bidder/Proposer for evaluation purposes.

8.39. ATTACHMENTS:

All attachments to this document are made a material part of this solicitation. Failure to address the requirements may result in the lessening of your evaluation score.

8.40. CONTRACTING PARAMETERS

This Bid/Proposal, and other additional materials submitted by the Bidder/Proposer and accepted by the City, shall be the basis for negotiation of a contract addressing the requirements of this Bid/Proposal. A purchase order and/or other award document will be issued by the City upon completion of all negotiations and approval of the contract by the City of St. Cloud City Council.

8.41. INDEPENDENT PRICING

The Bidder/Proposer certifies by submission of this proposal and in the case of a joint offer each party thereto certifies, as to its own organization, that in connection with this procurement:

- A. Prices, costs, or calculations in this Bid/Proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such, with any other Bidder/Proposer or with any competitor.
- B. Unless otherwise required by law, the prices, costs, and calculations which have been quoted in this Bid/Proposal have not been knowingly disclosed by the Bidder/Proposer, and will not knowingly be disclosed by the Bidder/Proposer, prior to opening, directly or indirectly, to any Bidder/Proposer or to any competitor.

- C. No attempt has been made, or will be made, by the Bidder/Proposer to induce any other person or firm to submit or not to submit a Bid/Proposal for the purpose of restricting competition.

8.42. CONFLICT OF INTEREST

The Award hereunder is subject to provisions of State Statutes and City Ordinance. All Bidders/Proposers must disclose with their Bid/Proposal the name of any officer, director, or agent, who is also an employee of the City. Further, all Bidders/Proposers must disclose the name of any City employee who owns, directly or indirectly, any interest in the Bidder's/Proposer's firm or any of its branches.

8.43. WAIVER

The City reserves the right to reject any Bid/Proposal, or part thereof, or to accept any Bid/Proposal that it deems in its best interest. Further, the City reserves the right to waive informalities.



Meeting: August 14, 2025

Agenda Item Type: Consent Agenda
Resolution No. 2025-124R

Procurement Agenda Item:

Resolution No. 2025-124R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the City Manager to enter into agreements with Civitas, LLC and Langton Associates, Inc., per Request for Proposal (RFP) 2025-116 Housing and Community Development Strategic Consulting Services, and providing an effective date.

COST: Undetermined at this time as goods and services are provided on a task authorization basis. These contracts will be utilized for consultant services on an as-needed basis for various approved projects and budgeted expenditure accounts.

This item is to approve an agreement with Civitas, LLC, dba Civitas Community Development, LLC and Langton Associates, Inc., for RFP No. 2025-116 Housing and Community Development Strategic Consulting Services.

Strategic Key Focus Areas:

High-Performing Government

Background Information:

RFP No. 2025-116 Housing and Community Development Strategic Consulting Services was advertised in the Orlando Sentinel, VendorLink, Florida Department of Management Services, and on OpenGov beginning April 20, 2025, with a due date of May 29, 2025. OpenGov shows that there were 806 notifications to matching vendors and 58 planholders for this RFP.

Three (3) submittals were received for the following companies (in alphabetical order):

1. Civitas, LLC
2. Langton Associates, Inc.
3. Residential Matchmakers LLC

A three-member evaluation committee independently reviewed and scored the submittals according to the RFP criteria. The committee held discussion on the scoring and ranking and it was determined to recommend the award to the top ranked firm. In the best interest of the City, it has been determined to award to the top two ranked firms:

1. Civitas, LLC
2. Langton Associates, Inc.

Legal Authority:

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

Budget and Recommendation:

Undetermined at this time as goods and services are provided on an as-needed basis. This

contract will be utilized for consulting services on an as-needed basis from various approved projects and budgeted expenditure accounts.
Staff recommends **APPROVAL** of this request.

Finance Director's Comments:

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

Procurement Director's Comments:

Recommends approval

City Manager's Comments:

City Manager recommends approval

City Council Action:

08/14/2025 - Final Action

Attachments:

1. Resolution No. 2025-124R
2. RFP 2025-116 Housing and Community Development Consulting Services

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH CIVITAS, LLC. AND LANGTON ASSOCIATES, INC., PER REQUEST FOR PROPOSAL (RFP) 2025-116 HOUSING AND COMMUNITY DEVELOPMENT STRATEGIC CONSULTING SERVICES, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Cloud is in need of housing and community development strategic consulting services, and

WHEREAS, the City of St. Cloud advertised RFP No. 2025-116 Housing and Community Development Strategic Consulting Services, and

WHEREAS, the submittals have been regularly processed, and the review committee has ranked the respondents based upon identified components in accordance with the request for qualifications and the anticipated needs of the City of St. Cloud.

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

SECTION I. The City Manager is hereby authorized and directed, after consultation and review by the City Attorney, to enter into agreements with Civiat, LLC and Langton Associates, Inc.

SECTION II. The City Manager shall have the authority to execute 1) agreement renewals which do not increase the annual not to exceed amount and 2) contract amendments which do not increase the no to exceed amount of the contract of the scope of services as approved.

SECTION III. The Mayor and/or City Manager are specifically authorized to withhold the formal written agreement upon their determination of any matter or factor, hereafter coming to their attention, which may indicate such action is not in the City's best interest, provided that upon such withholding, the City Manager, with reasonable dispatch, shall present the issue to the City Council, in session, for review and direction.

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

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida, this 14th day of August, 2025.

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



REQUEST FOR PROPOSAL (RFP)

2025-116

HOUSING AND COMMUNITY DEVELOPMENT STRATEGIC CONSULTING SERVICES

City of St. Cloud
1300 9th Street
St. Cloud, FL 34769

RELEASE DATE: April 20, 2025

DEADLINE FOR QUESTIONS: May 8, 2025

RESPONSE DEADLINE: May 29, 2025, 10:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of St. Cloud
REQUEST FOR PROPOSAL (RFP)
Housing and Community Development Strategic Consulting Services

I. INTRODUCTION.....

II. DETAILED SCOPE OF SERVICES AND REQUIREMENTS.....

III. PROPOSAL CONTENT / FORMAT

IV. INSTRUCTIONS TO BIDDERS

V. EVALUATION CRITERIA.....

VI. FEDERAL REQUIREMENTS

VII. INSURANCE REQUIREMENTS

VIII. GENERAL TERMS AND CONDITIONS.....

Attachments:

- A - 2025-116 Sample Agreement
- B - C-2 Acord Certificate of Insurance Sample
- C - Federal Requirements

1. INTRODUCTION

1.1. Summary

A. **SCOPE OF SERVICES SUMMARY**

The City of St. Cloud, is seeking to retain the services of a qualified and experienced consultant for Housing and Community Development Strategic Consulting Services on an “as needed” basis, as specified in the Detailed Scope of Services and Requirements Section of this RFP document. The successful proposer shall prove by their qualifications, experience, and plan for the work, that they will best serve the overall needs of the City. The selection of the successful proposer shall be at the City’s discretion and shall be made in a prompt manner after receipt and evaluation of all responses. If you are interested in preparing a response to this RFP, please complete all the requirements set forth in this RFP document. Under the proposal process, the stipulations set forth herein are fully binding on the proposer to the extent that you confirm acceptance by your electronic signature on the Respondent’s Certification.

B. **PRE-RESPONSE CONFERENCE**

A pre-response conference is not required for this RFP.

C. **CONTRACT FOR SERVICES**

After selection of Consultants by the City, each Consultant will be required to negotiate and execute a Professional Services Agreement with the City.

D. **MINIMUM BIDDER QUALIFICATIONS**

In order for a Proposal to be considered by the City, Proposers shall demonstrate, in their proposals, compliance with the following minimum requirements:

- Consultant must demonstrate minimum five (5) year related qualifications and experience in providing professional housing and community development strategic consulting services to public sector entities.
- Consultant licensed to do business in the State of Florida.

E. **FUND AVAILABILITY**

Any Contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of St. Cloud abides by the provisions set forth in Florida Statutes relative to appropriations of funds. The ability of the successful Proposer to maintain a sense of fiscal responsibility and budgetary awareness shall be favorably considered in the ranking and award of a contract. This disclosure is being made to assist all Proposers in the gauging of their desire to participate in this Proposal and in the planning and preparation of their written response. The City reserves the right to negotiate all Proposer fees, costs, charges, for any proposed services or appurtenant requirement.

F. PERSONNEL

The work shall be performed and directed by the key personnel identified in the submittal from the awarded firm or individual in response to this RFP. The awarded firm or individual shall not subcontract, assign or transfer any work under the agreement without the prior written consent of the City. Subconsultants must be identified in the submittal and shall be subject to the approval of the City. Any changes in the identified personnel shall be subject to the prior review and approval of the City. When directed by the City, subconsultants personnel whose performance or behavior is determined to be unsatisfactory shall be immediately removed. The awarded firm or individual shall provide a sufficient number of qualified personnel as necessary to effectively carry out its responsibilities under the agreement.

1.2. Background

The City of St. Cloud is a community of approximately 64,000 residents, covering approximately 34 square miles in Osceola County, located in Central Florida. To obtain general information about the City of St. Cloud, access www.stcloudfl.gov.

1.3. Contact Information**Procurement Services**

Procurement Services

1300 9th Street

Building A, 2nd Floor

St. Cloud, FL 34769

Email: purchasing@stcloudfl.govPhone: [\(407\) 957-7212](tel:(407)957-7212)**Department:**

Procurement

Department Head:

Leslie Flores

Procurement Services Director

1.4. Timeline

Release Project Date	April 20, 2025
Question Submission Deadline	May 8, 2025, 5:00pm
Proposal Submission Deadline	May 29, 2025, 10:00am

2. DETAILED SCOPE OF SERVICES AND REQUIREMENTS

2.1. Overview

Consultant shall provide continuing professional consulting services related to housing and community development initiatives for Federal, State, Regional, and private grant program development, administration, and training. These services to include, but not limited to Community Development Block Grant (CDBG), State Housing Initiatives Partnership (SHIP), HOME Investment Partnerships (HOME) Program, Neighborhood Stabilization Program (NSP), Emergency Solutions Grant (ESG), Housing Opportunities for Persons with AIDS (HOPWA), Choice Neighborhoods Planning (CNP) Grant, and Choice Neighborhoods Implementation (CNI) Grant, among others.

2.2. Grant Application Assistance

- A. Consultant shall assist the Community Development Department (the "Department") in the preparation of federal, state, regional, and private grant applications, such as, but not limited to, Federal Department of Housing and Urban Development's (HUD) Choice Neighborhood Initiatives (CNI) Planning and Implementation grants, and any other grants related to the business and objectives of the Department.
- B. Consultant shall research grant opportunities for developing additional funding resources for both current and proposed services, programs, and administrative operations of the Department.
- C. Consultant shall, on a regular basis, provide the Department with summaries of potential funding opportunities, which shall include, at a minimum, but not be limited to:
 1. Name of agency
 2. Due dates for applications
 3. Eligibility
 4. Brief program summary
 5. Level of funding available

2.3. Reporting Compliance Assistance

- A. Consultant shall assist, as needed, in preparing annual and periodic financial and programmatic reporting as required for federal and state funding. This includes accounting analysis of activities and inputting data onto federal and state grant monitoring systems such as IDIS and HEROS.
- B. Consultant shall assist the Department with creation and periodic updating of required annual housing and community development planning documents, such as, 5-Year Consolidated Plan; Annual Action Plan and Amendments; Comprehensive Annual Performance and Evaluation Report, Analysis of Fair Housing Plan, and Local Housing Assistance Plan, among others.

2.4. Contract Compliance Assistance

In conjunction with the City, the Consultant shall carry out post-award compliance activities such as single audits and monitor financial management of all grant processes to ensure compliance with the program and funding guidelines of awarding agencies. Some of the compliance activities shall include, but are not limited to the following:

- A. Review contract documents for compliance.
- B. Coordinate and assist with any required public comment and advertisements.
- C. Comply, document, and monitor Davis-Bacon, Section 3 and Uniform Relocation Act record-keeping requirements for projects.
- D. Coordinate and advise on the review and inspection of grant budget timelines in relation to grant-funded construction projects, timelines, and budgets.
- E. Provide periodic report to Department's Project Manager, as requested, to ensure grant funding does not lapse.
- F. Complete requirements related to the receipt, use, and audited "close-out" of the use of any federal, state, or regional funding sources.
- G. Assist staff with all statutory and federal requirements and financial reconciliation to ensure compliance with housing, economic community development programs.

2.5. Technical Assistance and Data Analysis

- A. Consultant shall serve as a technical advisor to the Department by providing assistance in improving Department processes, procedures, and programs, as needed, for the Department to meet its objectives.
- B. Consultant shall advise on industry best practices, proposed and implemented legal and administrative rule changes, and topics necessary to increase the Department's working knowledge and experience.
- C. Consultant shall advise on industry standards, best practices, and potential opportunities related to data collection and analysis, strategic code enforcement, and housing and community development strategies.
- D. Consultant shall assist the Department in identifying and implementing processes, procedures, and tools needed to become more data driven in decision-making.
- E. Consultant shall assist the Department in planning and implementing the use of financial resources more strategically to leverage available financial resources.
- F. Consultant shall assist the Department in creating and implementing innovative finance tools for housing and community development projects.

- G. Consultant shall provide training on HUD programs and resources and assist in educating Department staff on industry standards, best practices, and potential funding opportunities.
- H. Consultant shall assist Department staff in document preparation for, participation in, and presenting at meetings with City Council members, advisory committees, other government agencies, and public meetings for various programs.

2.6. Project Initiation Timeframe

The Consultant must be available for City project initiation within a reasonable timeframe. Typically, a reasonable project initiation timeframe is a maximum of two (2) weeks, unless notified otherwise.

2.7. Federal Requirements (when applicable)

The Consultant shall comply with Federal requirements per 2 Code of Federal Regulations (CFR) Part 200, Uniform Guidance and any subsequent revisions and updates.

3. PROPOSAL CONTENT / FORMAT

In order to achieve a more consistent evaluation of all proposals, proposals shall be submitted in the following format and include the following information:

3.1. DBA*

*Response required

3.2. Authorized Representative Name/Title*

*Response required

3.3. Federal Employer Identification Number (FEIN)*

Verified in SunBiz

*Response required

3.4. PROPOSAL*

A. **TITLE PAGE**

1. The title page shall list the subject "RFP NO.2025-116 Housing and Community Development Strategic Consulting Services" It shall also contain the proposing firm's full legal name, physical address, mailing address (if different than physical address), telephone number and e-mail address, as well as the name, address, telephone and/or cell phone number, and e-mail address of a contact person.

B. **TABLE OF CONTENTS**

1. The table of contents shall list all major topics with their corresponding section title or heading and beginning page number.

C. **INTRODUCTORY LETTER**

1. Describe information about your Firm and explain why your Firm is best suited to meet the services for this RFP.

D. **QUALIFICATIONS AND EXPERIENCE**

1. All firms that submit a proposal shall meet, but not be limited to, the following minimum qualifications:
 - a. Familiarity and years of service to public agencies.
 - b. Indicate specifically the personnel who will have primary responsibility for this contract.
 - c. Organizational chart with team member resumes. The Respondent shall provide an organizational chart depicting the proposed project team and each team member's role on the project. The Respondent shall identify all subconsultants.

- d. Professional staff (name, project role, business address, phone number and email address) including job skills, education (degree and specification), professional training, total years of experience, years of experience with the current firm, professional registration, and other professional qualifications.
- e. Identify any subconsultants who are to participate in providing services. This must include their respective tasks or disciplines they are to perform and evidence of their qualifications (name, project role, business address, phone number and email address) including job skills, education (degree and specification), professional training, total years of experience, years of experience with the current firm, years of experience working with the respondent, percent of subconsultants business to be performed for prime and also include past relationships, professional registration, and other professional qualifications.
- f. Current and projected workload. Provide a list of your current and projected workload addressing the addition of the City as a client.
- g. Provide a statement as to whether the proposer has, in the last five years, been a party to a lawsuit of any kind related to, in any manner, the type of services requested in this RFP. If any such litigation exists, provide a statement as to legal style of the matter, the jurisdiction in which it was filed and the status.
- h. State that the business is licensed, permitted, and/or certified to do business in the State of Florida. All required federal, state, and local licenses and permits shall be kept in force during the term(s) of the contract. Copies of all required licenses are to be provided with Consultant's submittal.

E. PROJECT UNDERSTANDING AND PROPOSED APPROACH

- 1. Proposer shall include a proposed approach for providing the services outlined in the requested "Scope of Services" as understood by the Firm and the ability of the Firm to provide such resources.

F. SIMILAR PROJECTS

- 1. To demonstrate experience and success in conducting similar work, the proposer shall provide a minimum of five (5) similar contracts that best illustrates the proposed team's qualification for the scope of services indicated in this RFP. This shall include project name, project start and completion date, client name and contact information, project staff involved from the proposed project team as listed on the organization chart (to be included with submittal); and a detailed description of the project and its applicability to evaluation of this RFP. Do not include the City of St. Cloud as a reference.

*Response required

3.5. PRICE PROPOSAL*

*Response required

3.6. ADDITIONAL DATA TO SUPPORT PROPOSAL*

Provide a copy of your current certificate of insurance. During the entire period of performance of any contract resulting from this solicitation, the successful Proposer shall procure and maintain the minimum insurance coverage required by the City of St. Cloud as stipulated in the Insurance Requirements Section. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the company by the Department of Insurance of the State of Florida to conduct business in the State of Florida, with a minimum A.M. Best rating of VII/A-. Proof of such insurance must be provided to the City prior to beginning contract performance.

*Response required

3.7. COMPLIANCE FORMS

3.7.1. Respondent's Certification*

I have carefully examined the Invitation to Bid.

I hereby propose to furnish the services specified in the Solicitation. I agree that my submittal will remain firm for a period of at least 90 days in order to allow the City adequate time to award bid.

I certify that all information contained in this submittal is truthful. I further certify that I am duly authorized to provide this submittal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation tendering a submittal for the same service, that no officer, employee or agent of the City of St. Cloud or any other respondent is interested in said submittal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

☐ Please confirm

*Response required

3.7.2. Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes*

I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information

after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.

I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement below is true in relations to the entity submitting this sworn statement.

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

☐ Please confirm

*Response required

3.7.3. *Americans with Disabilities Act (ADA) Disability Nondiscrimination Statement**

I, being duly first sworn state: That the named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provision pertaining to employment, provision of programs and services,

transportation, communications, access to facilities, renovations, and new construction. The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat327,42USC1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions. The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes: The Rehabilitation Act of 1973, 229 USC Section 794; The Federal Transit Act, as amended 49 USC Section 1612; The Fair Housing Act as amended 42USC Section 3601-3631

☐ Please confirm

*Response required

3.7.4. *Business Entity Affidavit (Vendor/Bidder Disclosure)**

OWNERSHIP DISCLOSURE AFFIDAVIT

A. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name:

Address:

Ownership %:

B. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

Full Legal Name:

Address:

Ownership %:

☐ Please confirm

*Response required

3.7.5. *City of St. Cloud Drug Free Workplace Compliance Form**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a

business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall: (The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that does): (Name of Business)

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.
- D. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I confirm that this form complies fully with the above requirements.

☐ Please confirm

*Response required

3.7.6. No Lobbying Affidavit*

I confirm that I am an authorized representative, maker of the attached submittal made in response to a request for bid, proposals, qualifications and/or any other solicitation released by the City of St. Cloud, and swear that the bidder and any of its agents agrees to abide by the City of St. Cloud's no lobbying restrictions in regard to this solicitation

☐ Please confirm

*Response required

3.7.7. Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge, that: 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. 3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The undersigned Contractor hereby certifies and attests to the accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

☐ Please confirm

*Response required

3.7.8. Vendor Certification of Scrutinized Companies Lists*

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S., or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or companies that are engaged in a boycott of Israel. As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I confirm that I am authorized to sign on behalf of the referenced company and certify acknowledgement and acceptance that the above statement is true.

☐ Please confirm

*Response required

3.7.9. Certification Regarding Debarment, Suspension, and Other Responsibility Matters*

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85,668,682), Department of Health and Human Services (45 CFR Part 76).

I, the prospective bidder certify to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements , or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. Any exceptions provided will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the City will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

☐ Please confirm

*Response required

3.7.10. E-Verify Compliance Form*

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- A. All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of St. Cloud, Florida; and
- C. Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

☐ Please confirm

*Response required

3.7.11. Anti-Human Trafficking Affidavit*

Please download the below documents, complete, and upload. Florida Statute §787.06(13) requires all non-governmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the non-governmental entity under penalty

of perjury that the non-governmental entity does not use coercion for labor or services as defined in that statute. The City of St. Cloud, Florida is a governmental entity for the purposes of this statute.

- [Anti-Human Trafficking Affi...](#)

*Response required

3.7.12. *Federal Requirements (If Applicable)**

Please review and confirm the acceptance of the Federal Requirements. See [Section 7. Attachments](#) for copy of Federal Requirements.

☐ Please confirm

*Response required

3.7.13. *General Terms and Conditions**

Please review and confirm the acceptance of the General Terms and Conditions.

☐ Please confirm

*Response required

3.8. [Additional Documents](#)

3.8.1. *PROPRIETARY INFORMATION*

4. INSTRUCTIONS TO BIDDERS

4.1. PUBLIC RECORD STATEMENT

By submitting a proposal to the City of St. Cloud, each Bidder acknowledges and understands that the City of St. Cloud is a public agency subject to Chapter 119 Florida Statutes ("Public Records Law") and all responses are deemed a public record and open to public scrutiny. Any Proposal document the Bidder submits will be a public record when the City of St. Cloud provides notice of an intended decision or 30 days after opening the bids, proposals, or final replies, whichever is earlier. Trade Secrets, certain background financial information, and other items, may constitute exemptions to disclosure under the Public Records law. Bidder expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records Law, to include:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services contemplated herein.
- B. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this Florida's Public Records law or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfers, at no cost, to the City, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- E. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1300 9TH STREET, ST. CLOUD, FLORIDA 34769, TELEPHONE 407-957-7300, EMAIL CITYCLERK@STCLOUDFL.GOV**

4.2. ACKNOWLEDGEMENT

- A. Submission of a proposal shall constitute an acknowledgement by the Bidders/Proposers and certifies that they have thoroughly examined and is familiar with the Request for Proposal. The failure or neglect of the Bidders/Proposers to examine the RFP shall in no way relieve him/her of any obligations with respect to either his/her proposal or the RFP. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the Request for Proposal.

- B. The selected Bidders/Proposers shall comply with all Federal and State requirements, to include 2 Code of Federal Regulations (CFR) Part 200, Uniform Guidance, listed in Attachment 'B', and any subsequent revisions and updates.
- C. All proposals must be signed with the firm's name and by an authorized signer of the firm. Obligations assumed by such signature must be fulfilled.
- D. Alternate proposals will not be considered unless they are specifically called for in this solicitation.
- E. From the issue date of this solicitation packet until a selection decision is made, no unauthorized contact related to this solicitation will be allowed between a Bidders/Proposers, their employees or subcontractors and any elected or appointed officials, City Manager or any City staff, with the exception of the Procurement Services Department. Any unauthorized contact will disqualify the Bidder from further consideration.
- F. Any protest shall be in accordance with St. Cloud Procurement Policy.
- G. The selected Bidder/Proposer agrees to provide, within ten (10) calendar days from the notice of award, insurance requirements in accordance to the requirements in the terms and conditions specified in section 7. All policies shall be subject to approval by the City of St. Cloud, and issued by companies authorized by the State of Florida's Department of Insurance to conduct business in the State of Florida.
- H. The selected Proposer agrees that it and its subcontractors have a Drug-Free Workplace Program that complies with Florida §§ 287.087. Refer to required forms.
- I. The selected Bidders/Proposers shall submit only one proposal/bid in response to this solicitation packet, and shall have no financial interest in other entities submitted proposals/bid responses for the same solicitation packet.
- J. Neither the selected Bidder/Proposer, nor its affiliates, nor anyone associated with them shall have any potential conflict interest due to any other clients, contracts, business relationships or property interests for this solicitation packet's scope of work.
- K. No member of the selected Bidders/Proposers ownership, management, or staff shall have a vested interest in any of the City, nor any business or other relationship with any of the City's employees, officers, directors, or elected officials that create a conflict of interest or the appearance of a conflict of interest. All Bidders/Proposers must disclose with their Bid/ Proposal the name of any officer, director, or agent, who is also an employee of the City. Further, all Bidders/Proposers must disclose the name of any City employee who owns, directly or indirectly, any interest in the Bidder's/Proposer's firm or any of its branches. The Award hereunder is subject to provisions of State Statutes and City Ordinance.

- L. No member of the selected Bidders/Proposers ownership or management is presently applying for an employee position or actively seeking an appointment with the City.
- M. The selected Bidders/Proposers, or authorized signatory, shall provide written notice to the City in the event that a conflict of interest is identified at any time.

4.3. REQUEST FOR ADDITIONAL INFORMATION

The respondent shall furnish such additional information as the City of St. Cloud may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The City reserves the right to make investigations of the qualifications of the respondent as it deems appropriate, including but not limited to, a background investigation.

4.4. ECONOMY OF PREPARATION

Submittals should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to fulfill the requirements.

4.5. PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Record Law) and except as may be provided by other applicable State and Federal Law, all respondents should be aware that the Request for Proposal and the responses are in the public domain. However, the respondents are requested to identify specifically any information contained in their submittals which they consider confidential and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received from respondents in response to this Request for Proposal will become the property of the City of St. Cloud and will not be returned to the respondents. In the event of award, all documentation produced as part of the contract will become the exclusive property of the City, unless otherwise specified in the contract.

4.6. STATEMENT OF NO RESPONSE

The City of St. Cloud Procurement Services Department is committed to continuously improving its processes to receive maximum participation from the industry/market. The City is requesting that firms and individuals, who do not wish to bid on this solicitation, complete the No Response Form in the portal.

4.7. GENERAL INFORMATION

Bidders/Proposers shall prepare Proposals in accordance with the requirements of these Instructions to Bidders. Not preparing a Proposal, in accordance with such instructions, implies that the Bidder does not intend to comply with all the proposed contract conditions. Such proposals will be considered irregular and may be rejected.

The City of St. Cloud will receive Proposals through the City's e-Procurement Portal

<https://procurement.opengov.com/portal/stcloud> ("Portal") for goods, equipment, materials, and related services set forth in the included specifications and documents.

A. COMMON TERMS

The City of St. Cloud and Bidders/Proposers (the parties) agree that the following phrases each shall have the meaning provided here and may be used interchangeably:

1. "Bidder(s)", "Supplier(s)", "Proposer(s)", and "Respondent(s)" shall mean the organization, party, person, firm, company, corporation, partnership, joint venture, or other type of entity responding to this solicitation.
2. "Solicitation" shall mean, "Request for Proposal(s)", "RFP", "Request for Qualifications", "RFQ", "Request for Quote", "QUO", "Invitation to Bid", "ITB", "Solicitation Package" or, "Solicitation Packet", to which the Bidder is responding.
3. "Bid(s)", "Proposal(s)", "Submittal(s)" or "Quote(s)" shall mean the documents formally submitted to the City of St. Cloud by each of the Bidders responding to this solicitation packet.

B. SUBMITTAL

Bidders shall submit Proposals in accordance with the instructions and schedule included in the solicitation containing these specifications and documents.

C. ALTERNATE BIDS

Alternate bids will not be considered unless they are specifically called for in this solicitation.

D. WITHDRAWAL

Bidders/Proposers may withdraw, alter, and resubmit their Proposals electronically through the Portal at any time prior to the Proposal due date and time. Proposals may not be withdrawn, altered, or resubmitted after the Proposal due date and time. The City of St. Cloud may request clarifications and additional information after proposal submission.

4.8. ELECTRONIC SUBMITTAL OF THE PROPOSAL

To ensure correct Proposal formatting, Bidders shall:

- A. Submit Proposals electronically through the Portal.
- B. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf).
- C. Enable printing on files submitted. Clearly identify the RFP Number, Name, Submission Date, and Bidder Name on the Response Cover Page.
- D. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.

- E. Contact technical support using the real-time chat bubble located in the lower right-hand corner of the Portal, or at procurement-support@opengov.com, if technical difficulties arise during bid submission.
- F. Follow all instructions outlined in this RFP and provide all requested information.

4.9. MINORITY/WOMEN BUSINESS ENTERPRISES (M/WBE)

The City of St. Cloud encourages the full and equitable participation of Minority and Women Business Enterprises (M/WBE) in the procurement of services.

4.10. PROPOSAL PREPARATION COSTS

The City of St. Cloud shall not compensate any bidder for preparation of responses to this invitation to bid.

4.11. CLARIFICATIONS

If a prospective Bidder/Proposer has doubt as to the true meaning of any part of the solicitation, they may submit a question via the Portal through the Questions and Answers Tab.

4.12. LOCAL CONDITIONS

Each Bidder/Proposer shall have thorough knowledge of conditions, factors, and scope of work, which would affect the execution and completion of the requested work. If required, site visits may be held the day of the Pre-Response Conference.

Bidders/Proposers shall investigate properly and consider all such factors in the preparation of every Proposal submitted. The City of St. Cloud shall not permit claims for financial adjustment based on the lack of prior information or its effect on the cost of the work.

4.13. SOLICITATION OPENING

The City of St. Cloud shall open Proposals electronically via the Portal on the RFP Due date.

4.14. SOLICITATION SCHEDULE

The City of St. Cloud shall adhere to the stated schedule during the solicitation process, unless a change notice is issued to the Bidders/Proposers via a written addendum. The City of St. Cloud reserves the right to postpone the date and time announced for the opening of proposals at any time.

4.15. PROPOSAL ACCEPTANCE AND REJECTION

The City of St. Cloud reserves the right to accept or reject any and/or all Bids/Proposals, with or without cause, when in the best interest of the City. The City also reserves the right to withdraw all or part of this request at any time in order to protect the City's interest. The City reserves the right to reject any proposal found to be non-responsive, vague, non-conforming, or irresponsible. The City of St. Cloud reserves the right to make such investigation as it deems necessary to make this determination.

Additional information shall be provided by the Vendor if requested by the City. Such information may include, but shall not be limited to, current financial statements, verification of availability of equipment and personnel, and past performance goals. The City reserves the right to negotiate modifications to

proposals that it deems acceptable, reject any and all proposals, and to waive irregularities in the procedure if, in the City's judgment, it will best serve the City's interests. The desire of the City of St. Cloud to pursue proposals shall in no way obligate the City to execute a contract with proposer(s).

4.16. CANCELATION

Prior to the final execution of a Contract or full Notice to Proceed, the City of St. Cloud reserves the right to rescind said award without prior notice to Bidders/Proposers. In addition, the City of St. Cloud may reject all Proposals, reissue the solicitation packet, or re-award the contract.

4.17. CONTRACT AND EXECUTION

"Contract" shall mean the solicitation documents as defined and listed herein, advertisement, instructions to Bidders/Proposers, bid form, bid bond, contract agreement, payment and performance bonds, general and special conditions, and specifications, together with all addenda and supplemental agreements. The selected Bidder shall execute the necessary contractual forms, and return the executed forms within ten (10) business days of receipt of forms for execution.

4.18. AWARD

The City of St. Cloud Procurement Services Department will present the selected firm to the City Council for approval or rejection of all or some categories of submittals within ninety (90) calendar days from the date of opening of submittals, if applicable.

4.19. TAXES, PERMITS, AND LICENSES

The Bidders/Proposers attention is directed to the General Terms and Conditions and the Florida Statutes regarding taxes, permits, and licenses. It shall be the Bidder's responsibility to determine the applicable taxes, permits, and licenses. If the Bidder has doubt as to whether or not a tax, permit, or license is applicable, they shall state in their proposal whether this item has been included in their proposal price and the amount of the applicable tax, permit, or license in question.

4.20. ERRORS AND OMISSIONS

Bidders/Proposers or their authorized representatives are expected to be fully informed as to their conditions, requirements and specifications before submitting proposals; failure to do so will be at the Bidder's own risk. In case of error of extension of prices in the proposal, the unit price shall govern.

5. EVALUATION CRITERIA

The City of St. Cloud shall evaluate the Proposal based on the information provided by each of the Proposers. The City of St. Cloud will establish an Evaluation Committee consisting of a minimum of three (3) members to evaluate and rank all responsive proposals utilizing the following evaluation scoring system with the highest possible score being 100 points.

The evaluation factors used for scoring and determining rankings are listed below. Interviews of proposers will only be conducted if the Evaluation Committee is unable to make a determination after evaluation of the proposals. The City reserves the right to forego the interview process if the Evaluation Committee feels that adequate rankings have been provided by the initial review and evaluation of proposals.

Each Proposer acknowledges that the City of St. Cloud shall evaluate all Proposals and may initiate clarification discussions or seek additional information from all or some of the Bidders to fully understand any unclear elements of their proposals.

The City of St. Cloud reserves the right to consider historic information and facts, whether gained from the Proposers Proposal, pre-proposal conference, references, and/or other sources during evaluation process. The City of St. Cloud may conduct such investigations to assist with the evaluation of any Proposal. The investigation also serves to establish the Proposers', subcontractors', and other related entities' responsibility, qualifications, and financial ability to fulfill the Proposal requirements to the City's satisfaction, within the prescribed time.

The Proposer solely is responsible to submit information related to the evaluation categories. The City of St. Cloud is under no obligation to solicit such information. Failure of the Proposer to submit information may cause an adverse impact on the Proposal's evaluation.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	Qualifications and Experience	Points Based	25 (25% of Total)
	A. All firms that submit a proposal shall meet, but not be limited to, the following minimum qualifications: 1. Familiarity and years of service to public agencies. 2. Indicate specifically the personnel who will have primary responsibility for this contract. 3. Organizational chart with team member resumes. The Respondent shall provide an organizational chart depicting the proposed project team and each team member's role on the project. The Respondent shall identify all subconsultants. 4. Professional staff (name, project role, business address, phone number and email address) including job skills, education (degree and specification), professional training, total years of experience, years of experience with the current firm, professional registration, and other professional qualifications. 5. Identify any subconsultants who are to participate in providing services. This must include their respective tasks or disciplines they are to perform and evidence of their qualifications (name, project role, business address, phone number and email address) including job skills, education (degree and specification), professional training, total years of experience, years of experience with the current firm, years of experience working with the respondent, percent of		

	subconsultants business to be performed for prime and also include past relationships, professional registration, and other professional qualifications. 6. Current and projected workload. Provide a list of your current and projected workload addressing the addition of the City as a client. 7. Provide a statement as to whether the proposer has, in the last five years, been a party to a lawsuit of any kind related to, in any manner, the type of services requested in this RFP. If any such litigation exists, provide a statement as to legal style of the matter, the jurisdiction in which it was filed and the status. 8. State that the business is licensed, permitted, and/or certified to do business in the State of Florida. All required federal, state, and local licenses and permits shall be kept in force during the term(s) of the contract. Copies of all required licenses are to be provided with Consultant's submittal.		
2.	Project Understanding and Proposed Approach A. Proposer shall include a proposed approach for providing the services outlined in the requested "Scope of Services" as understood by the Firm and the ability of the Firm to provide such resources.	Points Based	25 (25% of Total)

3.	Similar Projects A. To demonstrate experience and success in conducting similar work, the proposer shall provide a minimum of five (5) similar contracts that best illustrates the proposed team's qualification for the scope of services indicated in this RFP. This shall include project name, project start and completion date, client name and contact information, project staff involved from the proposed project team as listed on the organization chart (to be included with submittal); and a detailed description of the project and its applicability to evaluation of this RFP. Do not include the City of St. Cloud as a reference.	Points Based	25 <i>(25% of Total)</i>
4.	Proposal Pricing	Points Based	25 <i>(25% of Total)</i>

6. FEDERAL REQUIREMENTS

6.1. 2 CFR. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

The Contractor shall comply with the Federal requirements per 2 Code of Federal Regulations (CFR) Part 200 Super Circular, titled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", effective December 26, 2014, and any subsequent revisions and updates to 2 CFR. Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".

6.2. Federal Equal Opportunity Employer Requirement

- A. The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all subcontractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.
- B. During the performance of this contract, the Contractor agrees as follows:
 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs a) through f) in every subcontract or Purchase Order (PO) unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or PO as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

6.3. Compliance of Reporting Requirements

The Contractor hereby acknowledges that the City has the responsibility for providing required reporting, including financial information, program progress, and real property status, in accordance with 2 CFR. § 200.327, 2 CFR. § 200.328, and 2 CFR. § 200.329 on frequencies established by the Federal awarding agency.

6.4. Access to Records

The following access to records requirements apply to this contract in respect to federal financial assistance awards:

- A. The CONTRACTOR agrees to provide the City, the State of Florida, the Federal grantor agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- B. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The CONTRACTOR agrees to provide the Federal grantor agency administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

6.5. Retention of Records

- A. The City shall retain all records related to this project for three (3) years from the date of final expenditure report for projects funded by the FEMA PA program.
- B. The Contractor shall retain all records related to this Agreement for three (3) years after termination of this contract.

6.6. Compliance with the Contract Work Hours and Safety Standards Act

- A. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth under 2 CFR. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth under 2 CFR. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in the sum of \$10 for each Day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth under 2 CFR. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may

be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth under Federal Equal Opportunity Employer Requirement.

- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 3 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through C of this section.

6.7. Rights to Inventions Made Under a Contract Agreement (If Applicable)

Standard. If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

6.8. Clean Air Act and The Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6.9. Suspension and Debarment

- A. This contract is a covered transaction for purposes of 2 CFR. Part 180 and 2 CFR. Part 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR. § 180.995), or its affiliates (defined at 2 CFR. § 180.905) are excluded (defined at 2 CFR. § 180.940) or disqualified (defined at 2 CFR. § 180.935).
- B. The Contractor must comply with 2 CFR. Part 180, subpart C and 2 CFR. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the City of St. Cloud. If it is later determined that the Contractor did not comply with 2 CFR. Part 180, subpart C and 2 CFR.

Part 3000, subpart C, in addition to remedies available to the Florida Department of Emergency Management (recipient) and the City of St. Cloud (sub-recipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- D. The Proposer agrees to comply with the requirements of 2 CFR. Part 180, subpart C and 2 CFR. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6.10. Byrd Anti-Lobbying Amendment, 31 U.S. C. § 1352 (As Amended)

- A. Contractors who apply or propose for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- B. Federal Form 'C.1' titled "44 CFR. Part 18 – Certification Regarding Lobbying" is hereby attached and made a binding part hereof.

6.11. Procurement of Recovered Materials

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
- B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

6.12. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications

Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

6.13. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

6.14. Department of Homeland Security (DHS) Seal, Logo and Flags

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific pre-approval from the appropriate Federal agency.

6.15. Compliance with Federal Law, Regulations and Executive Orders

This is an acknowledgement that Federal and state financial assistance may be used to fund payment for services provided under this contract. The Contractor will comply with all applicable federal law, regulations, executive orders, as well as policies, procedures and directives of the respective funding Federal grantor agency.

6.16. No Obligation by the Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the contract.

6.17. Fraud and False or Fraudulent or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

6.18. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

6.19. Copyright and Data Rights

The Contractor grants to the City of St. Cloud a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify 75 See 17 U.S.C. § 102. Contract Provisions Guide 35 such data and grant to the City of St. Cloud or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of St. Cloud data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of St. Cloud.

6.20. Compliance with the "Davis-Bacon Act"

- A. In accordance with the requirements of the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction) as amended), all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act. CONTRACTORS are required to pay wages to laborers and mechanics at a rate not

less that the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTORS must pay wages not less than once a week.

- B. The CITY shall report all suspected or reported violations to the appropriate Federal agency in accordance with 2 C.F.R. Part 200, Appendix II, ¶ D

6.21. Compliance with the Copeland “Anti-Kickback Act”

- A. The CONTRACTOR hereby agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S. C. 3145), as supplemented by the Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- B. Each CONTRACTOR or SUBCONTRACTOR are hereby prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- C. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- D. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR and subcontractor as provided in 29 C.F.R. § 5.12.
- E. The CITY shall report all suspected or reported violations to the appropriate Federal agency in accordance with 2 C.F.R. Part 200, Appendix II, ¶ D

6.22. Hatch Act

The CONTRACTOR shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

7. INSURANCE REQUIREMENTS

Please have your insurance agent fax or e-mail an acceptable Certificate of Liability Insurance (in Word or PDF format) no later than **30 DAYS PRIOR TO THE PROJECT START DATE** to:

City of St. Cloud
Attention: Procurement Services Department
1300 9th Street, Building A, 2nd Floor
St. Cloud, Florida 34769
E-mail: purchasing@stcloudfl.gov

The certificate of liability insurance must reflect the following:

Insurers Must have an A.M. Best Financial Strength Rating of A- or better and Financial Strength Category of VII or better. Proof of the insurer's rating and category size must accompany the certificate of liability insurance.

General Liability*

Required for all contractors and vendors.

- \$1,000,000 Each Occurrence
- \$50,000 Fire Damage (Any one fire)
- \$0 Medical Expenses (Any one person)
- \$1,000,000 Personal and Advertisement Injury
- \$2,000,000 General Aggregate
- 1,000,000 Products – Comp/Op Aggregate

Auto Liability*

Required if vendor vehicle will be on City property.

- \$1,000,000 Combined Single Limit
(required when vehicle is used to perform contracted work)
- \$500,000 Combined Single Limit
(required for all other contractors/vendors for vehicle driven to/from worksite)

Garage and Garage Keepers Liability*

Required if a city vehicle is being repaired at your facility.

- \$1,000,000 Each Occurrence

Excess Liability*

Required when specified by contract.

- \$2,000,000

Worker's Compensation*

Required if two or more employees are employed. WC Statutory limits must be marked.

Other (as applicable)*

- Liquor Liability (Hold harmless agreement and authorization by the City Council): \$1,000,000 minimum
- Builder's Risk Insurance: Completed project amount
- Environmental/Pollution Liability Insurance: \$1,000,000 minimum
- Professional Liability: \$1,000,000 minimum
- Other: Project specific

Description of Operations

The City of St. Cloud must be listed as an Additional Insured. The project name and dates (both begin and end dates) must be included.

Certificate Holder Should be listed as follows:

City of St. Cloud
Attention: Procurement Services Department
1300 9th Street, Building A, 2nd Floor
St. Cloud, Florida 34769

A sample of the certificate of liability insurance is attached in the [#ATTACHMENTS](#) section.

**The City of St. Cloud reserves the right to require increased limits of coverage. Refer to the bid specifications for details.*

8. GENERAL TERMS AND CONDITIONS

As applicable, the following provisions apply to the Bidder/Proposer or any Consultant or subconsultant engaged to perform any aspect of the negotiated scope of work.

8.1. SUBMISSION OF BID/PROPOSALS:

Bidders/Proposers shall submit Bids/Proposals in accordance with the instructions and schedule included in the solicitation containing these specifications and documents.

8.2. EXECUTION OF BID/PROPOSAL:

Bidder/Proposer acknowledges any executed document submitted electronically or digitally shall be considered an original.

8.3. BID/PROPOSAL OPENING:

Bid/Proposal opening shall be public on the date and time specified. Bid/Proposal must be submitted on forms provided by the City. No other forms will be accepted. Telephone and fax Bids/Proposals will not be considered. Bid/Proposal may not be modified after opening. Bid/Proposal may not be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

8.4. BID/PROPOSAL TABULATION

Bid/Proposal tabulations are available via the portal.

8.5. CLARIFICATION/CORRECTION OF BID/PROPOSAL ENTRY:

The City of St. Cloud reserves the right to allow for the clarification of questionable entries and for the withdrawal of obvious mistakes. Each Bidder/Proposer shall examine all Bid/Proposal submittal documents and shall judge all matters relating to the adequacy and accuracy of such documents. All inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the Bid/Proposal shall be made via the portal. The City of St. Cloud shall not be responsible for oral interpretations given by any City of St. Cloud employee, representative, or others. The issuance of a written Addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid/Proposal, all plan holders will be notified via the portal. It will be the responsibility of the Bidder/Proposer to obtain and acknowledge addenda via the portal.

8.6. PRICING:

Firm prices shall be bid and include all packing, handling, shipping charges, and delivery to any point within the City of St. Cloud, to a secure area or inside delivery, F.O.B. DESTINATION. Pricing shall also include any and all costs for lodging, mileage, meals, permits, license(s), insurance, fees, or any other cost. Unit prices shall be shown in the Bid/Proposal. The obligations of City of St. Cloud under this Award are subject to the availability of funds lawfully appropriated for its purpose.

8.7. TAXES:

The City of St. Cloud is exempt from Federal Excise Taxes and Sales Taxes. Tax exemption certification 85-8012621679C-5 available upon request.

8.8. DISCOUNTS:

Discounted Payment Terms shall not be considered in determining the lowest net cost for the Bid/Proposal evaluation purposes.

8.9. BRAND NAME OR EQUAL:

If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids/Proposals offering "equal" products, when allowed, will be considered for Award if such products are clearly identified in the Bid/Proposal and are determined by the City to meet fully the salient characteristics requirements listed in the specifications. Highly technical or specialized equipment or commodities are to be performance equal and, therefore, must be pre-approved. Unless the Bidder/Proposer clearly indicates in his/her Bid/Proposal that he/she is offering an "equal" product, the Bid/Proposal shall be considered as offering the same brand name product referenced in the specifications. If the Bidder/Proposer proposes to furnish an "equal" product, when allowed, the brand name, if any, of the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of Bids/Proposals and the determination as to equality of the product offered shall be the responsibility of the City and will be based on information furnished by the Bidder/Proposer. Procurement Services is not responsible for locating or securing any information, which is not identified in the Bid/Proposal and reasonably available to Procurement Services. To ensure that sufficient information is available, the Bidder/Proposer shall furnish, as a part of the Bid/Proposal, all descriptive material necessary for Procurement Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Bidder/Proposer proposes to furnish and what the City of St. Cloud would be binding itself to purchase by making an Award.

8.10. ADDITIONAL TERMS & CONDITIONS:

The City of St. Cloud reserves the right to accept or reject any and/or all Bids/Proposals, to waive irregularities and technicalities, and to request re-submission. Also, the City of St. Cloud reserves the right to accept all or any part of the Bid/Proposal. Any sole response received on the original bid submittal date may or may not be rejected by the City of St. Cloud depending on available competition and timely needs of the City of St. Cloud. The Vendor shall have the capability in all respects to perform fully the Contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capability, facilities, equipment, and credit, which will assure good faith performance to be a responsible Vendor. The City of St. Cloud reserves the right to make such investigation as it deems necessary to make this determination. Additional information shall be provided by the Vendor if requested by the City. Such information may include, but shall not be limited to, current financial statements; verification of availability of equipment and personnel, and past performance goals.

8.11. SILENCE OF SPECIFICATIONS:

The apparent silence of the specifications, and any supplemental specifications, as to any details, or the omission from same, of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement.

8.12. PATENTS AND ROYALTIES:

The Bidder/Proposer, without exception, shall indemnify and save harmless the City of St. Cloud and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or article, manufactured or used in the performance of the Contract, including its use by the City of St. Cloud. If the Bidder/Proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid/Proposal prices shall include all royalties or costs arising from the use of such design, device, or materials involved in the work.

8.13. UNIFORM COMMERCIAL CODE:

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for Contractual obligations between the Awarded Vendor/Contractor and the City of St. Cloud for any terms and conditions not specifically stated in this Bid/Proposal.

8.14. EEO STATEMENT:

The City of St. Cloud is committed to assuring equal opportunity in the Award of Contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, handicap, age, and gender. The City of St. Cloud recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority-owned and women-owned business enterprises. All Bidders/Proposers are asked to make an affirmative statement as to their support of all applicable equal opportunity/affirmative action requirements. A copy of the City's Employment Opportunity policy is available upon request.

8.15. SAFETY WARRANTY:

The selling dealer, distributor, supplier, contractor, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified, and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

8.16. WARRANTY:

The Bidder/Proposer agrees that, unless otherwise specified, the supplies and/or services furnished under this Bid/Proposal shall be covered by the most favorable commercial warranty the Bidder/Proposer gives to any customer for comparable quantities of such supplies and/or services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of St. Cloud by any other provision of this Bid/Proposal

8.17. AWARDS:

As the best interest of the City may require, the right is reserved to make Award(s) by individual item, group of items, all or none, or a combination thereof, on a geographical basis and/or on a countywide basis, to reject any and all Bids/Proposals, or waive any minor irregularity or technicality in Bids/Proposals received. Bidders/Proposers are cautioned to make no assumptions unless their Bid/Proposal has been evaluated as being responsive. All Awards made as a result of this Bid/Proposal shall conform to applicable ordinances of the City of St. Cloud. The City may return, for full credit, any unused items received which fail to meet the City's performance standards. City of St. Cloud reserves the right to cancel an Awarded Bid/Proposal upon due cause, i.e. vendor misrepresentation, vendor negligence, non-performance, etc., via written notice. The vendor will be responsible WAIVER: The City reserves the right to reject any Bid/Proposal, or part thereof, or to accept any Bid/Proposal that it deems in its best interest. Further, the City reserves the right to waive informalities.

8.18. CONFLICT OF INTEREST:

The Award hereunder is subject to provisions of State Statutes and City Ordinance. All Bidders/Proposers must disclose with their Bid/Proposal the name of any officer, director, or agent, who is also an employee of the City. Further, all Bidders/Proposers must disclose the name of any City employee who owns, directly or indirectly, any interest in the Bidder's/Proposer's firm or any of its branches.

8.19. WAIVER:

The City reserves the right to reject any Bid/Proposal, or part thereof, or to accept any Bid/Proposal that it deems in its best interest. Further, the City reserves the right to waive informalities.

8.20. FUND AVAILABILITY:

Any Contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of St. Cloud abides by the provisions set forth in Florida Statutes relative to appropriations of funds. The ability of the successful Bidder/Proposer to maintain a sense of fiscal responsibility and budgetary awareness shall be favorably considered in the ranking and award of a contract. This disclosure is being made to assist all Bidders/Proposers in the gauging of their desire to participate in this Bid/Proposal and in planning and preparation of their written response. The City reserves the right to negotiate all Bidder/Proposer fees, costs, charges, etc., for any proposed service or appurtenant requirement.

8.21. PAYMENTS:

Payments shall be made pursuant to Florida Statute Section 218.70, the Prompt Payment Act, and all City Policies promulgated thereby.

8.22. GOVERNING LAWS:

Any contractual arrangement between the City of St. Cloud and the Bidder/Proposer shall be consistent with, and be governed by, the ordinances of the City of St. Cloud, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulation. Any and all

litigation arising under any contractual arrangement shall be brought in the appropriate court in Osceola County, Florida.

8.23. STATEMENT OF INTEREST:

All Bidders/Proposers must disclose with their offer the name of any corporate officer, director, or agenda who is also an officer or employee of the City of St. Cloud. Further, all Bidders/Proposers must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's/Proposer's firm or any of its branches, subsidiaries, or partnerships.

8.24. CHANGES:

The City of St. Cloud reserves the right to order, in writing, changes in the work/services within the scope of the Contract, such as changes in quantity or delivery schedule. The successful Bidder/Proposer has the right to request an equitable price adjustment in cases where modifications to the Contract under the authority of this clause result in increased costs to the Contractor.

8.25. BID/PROPOSAL AS PUBLIC DOMAIN:

All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of Chapter 119, Florida Statutes. The Bid/Proposal will become part of the public domain upon opening. Bidders/Proposers must invoke the exemptions to disclosure provided by law in the response to the Bid, must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary.

8.26. QUALIFICATIONS:

Bidders/Proposers shall provide, within the Bid/Proposal submitted, substantial data sufficient for evaluating the ability of the potential Bidder/Proposer to execute a project of the type contemplated.

8.27. IDEMNIFICATION:

The successful Bidder/Proposer covenants and agrees to indemnify and save harmless the City, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the City, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit, or action and the investigation thereof. Nothing in the award, resulting agreement, contract, or Purchase Order shall be deemed to affect the rights, privileges, and immunities of the City as set for in Florida Statute Section 768.28.

8.28. TIME FOR PERFORMANCE:

The services described herein and on the attached shall be performed in a prompt and correct manner within the standards of good and ethical productivity as negotiated between the City and the successful Bidder/Proposer. All Bidders/Proposers are asked to provide their best estimate for compliance with the

scope of work as established by the Bid/Proposal. All contract time lines will be based on the projected scope and the estimated time for performance.

8.29. PERMITS/LICENSES/FEES:

Any permits, licenses, inspections, or fees required will be the responsibility of the Contractor. No separate payment will be made.

8.30. MODIFICATIONS:

In addition to changes made under the changes clause, any contract resulting from this solicitation may be modified within the scope of the contract upon the written and mutual consent of both parties and approval by the City of St. Cloud.

8.31. NO ADDITIONAL TERMS AND CONDITIONS:

No additional terms and conditions included with the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are not applicable to this proposal. If submitted, either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal, and the Bidder's/Proposer's authorized signature affixed to the proposal signature section attests to this.

8.32. INSURANCE:

During the entire period of performance of any contract resulting from this solicitation, the successful Bidder/Proposer shall procure and maintain the minimum insurance coverage required by the City of St. Cloud as stipulated in the insurance attachment. Types of coverage and limits of liability shall be as set forth in the Agreement. Proof of such insurance must be provided to the City prior to beginning contract performance.

8.33. PUBLIC ENTITIES CRIMES:

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By signature on this solicitation, vendor certifies that they are qualified to do business with City of St. Cloud in accordance with Florida State Statute.

8.34. ACCEPTANCE:

Receipt of service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets specifications and/or all conditions. Should the delivered service or materials differ in any respect from specifications, payment

will be withheld until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the agency, Procurement Services may authorize the recipient to refuse final acceptance of the service.

8.35. ASSIGNMENT:

Successful Bidder/Proposer shall not assign or sublet the resulting contract or subcontract any of the work required to be performed without prior written approval of the City of St. Cloud.

8.36. REFERENCES:

References for the company reflecting the experience in the specific service or requirement being requested in the Bid/Proposal shall be made part of your response. All reference materials provided shall become the property of the City of St. Cloud and will become public record. The City reserves the right to expand its reference requirements at any time.

8.37. PERIOD OF AGREEMENT:

Agreement shall be awarded for the optimal term as agreed to between the parties and as approved by the City.

8.38. OPTION TO EXTEND:

The performance period of any contract resulting from this Bid/Proposal may be extended upon mutual agreement between the Contractor and the City of St. Cloud. Either party may request an extension to the resulting agreement at least 120 days prior to expiration of the resulting contract.

8.39. ADDITIONAL INFORMATION:

The City of St. Cloud Procurement Services Department reserves the right to request any additional information needed for clarification from any Bidder/Proposer for evaluation purposes.

8.40. ATTACHMENTS:

All attachments to this document are made a material part of this solicitation. Failure to address the requirements may result in the lessening of your evaluation score.

8.41. CONTRACTING PARAMETERS:

This Bid/Proposal, and other additional materials submitted by the Bidder/Proposer and accepted by the City, shall be the basis for negotiation of a contract addressing the requirements of this Bid/Proposal. A purchase order and/or other award document will be issued by the City upon completion of all negotiations and approval of the contract by the City of St. Cloud City Council.

8.42. INDEPENDENT PRICING:

The Bidder/Proposer certifies by submission of this proposal and in the case of a joint offer each party thereto certifies, as to its own organization, that in connection with this procurement:

- A. Prices, costs, or calculations in this Bid/Proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such, with any other Bidder/Proposer or with any competitor.
- B. Unless otherwise required by law, the prices, costs, and calculations which have been quoted in this Bid/Proposal have not been knowingly disclosed by the Bidder/Proposer, and will not knowingly be disclosed by the Bidder/Proposer, prior to opening, directly or indirectly, to any Bidder/Proposer or to any competitor.
- C. No attempt has been made, or will be made, by the Bidder/Proposer to induce any other person or firm to submit or not to submit a Bid/Proposal for the purpose of restricting competition.



Meeting: August 14, 2025

Agenda Item Type: Consent Agenda
Resolution No. 2025-120R

Procurement Agenda Item:

Resolution No. 2025-120R, 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 Ten-8 Fire and Safety, LLC, for repair services for Pierce fire vehicles, 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 Pierce fire vehicles, 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 Pierce fire vehicles with Ten-8 Fire and Safety, LLC, exclusive dealer for sales, service, parts and warranty of custom and commercial fire apparatus in the states of Florida and Georgia.

Strategic Key Focus Areas:

Effective Community Safety

Background Information:

Per Kevin Felblinger, Public Works Director, professional repair services are needed for the City's Pierce fire vehicles. Ten-8 Fire & Safety, LLC is the exclusive dealer for the sale, service, parts, and warranty of custom and commercial fire apparatus manufactured by Pierce in the states of Florida and Georgia, which ensures the best possible repair outcomes as original equipment manufacturer (OEM) dealers have access to manufacturer training, special tools and OEM parts, as well as warranty preservation considerations. The term of this agreement is one year.

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 Pierce fire vehicles, 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:

08/14/2025 - Final Action

Attachments:

1. Resolution No. 2025-120R
2. 2025-161 Repair Services for Pierce Trucks Agreement

RESOLUTION NO. 2025-120R

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 TEN-8 FIRE AND SAFETY, LLC, FOR REPAIR SERVICES FOR PIERCE FIRE VEHICLES, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Cloud wishes to purchase repair services for Pierce fire vehicles from Ten-8 Fire and Safety, LLC, 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 for Pierce fire vehicles from Ten-8 Fire and Safety, LLC, 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 Ten-8 Fire and Safety, LLC.

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 Ten-8 Fire and Safety, LLC 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 14th day of August 2025.

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

**AGREEMENT BETWEEN THE CITY OF ST. CLOUD, FLORIDA
AND TEN-8 FIRE AND SAFETY, LLC
FOR REPAIR SERVICES FOR PIERCE FIRE VEHICLES**

THIS AGREEMENT, made this _____ day of _____, 20____, between the City of St. Cloud, a Municipal Corporation of the State of Florida (hereinafter referred to as the "CITY"), whose address is 1300 9th Street, St. Cloud, Florida 34769 and Ten-8 Fire and Safety, LLC (hereinafter referred to as "CONTRACTOR"), whose address is 2904 59th Avenue Drive East, Bradenton, Florida 34203, who, in consideration of the covenants, representations and agreements herein contained, agree as follows:

1. **SCOPE OF SERVICES:** CONTRACTOR agrees to furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation to provide said repair services for Pierce fire vehicles as set forth in Attachment 'A,' attached hereto and incorporated herein. In the event of conflict, the terms and conditions of this contract shall prevail. CONTRACTOR agrees to perform the assigned responsibilities and duties faithfully, intelligently, and to the best of its ability, and in the best interest of CITY during the term of this agreement. All services provided shall be performed in accordance with this agreement and with any and all applicable law, professional standards and guidelines.
2. **AUTHORIZATION TO PROVIDE SERVICES:** CONTRACTOR shall not be authorized to provide any services as set forth in Attachment 'A' until such time as CONTRACTOR has received written authorization from the City Manager, or designee, to perform the specific tasks set forth in Attachment 'A'. CONTRACTOR shall commence work as provided in written Notice to Proceed or Purchase Order. In the event that CONTRACTOR commences any such services without such authorization, CONTRACTOR expressly acknowledges that it shall not be entitled to compensation of any kind related to said services provided herein.
3. **COMPENSATION:** Payments shall be made pursuant to Florida Statute Section 218.70, the Prompt Payment Act, and all City Policies promulgated thereby. The preferred method of payment by the City of St. Cloud is via electronic funds transfer (EFT) per Florida Statute 215 or by P-card.
 - a. CONTRACTOR shall be compensated in an amount and in accordance with the compensation schedule set forth in Attachment 'A'. The preferred method of payment by the City of St. Cloud is via electronic funds transfer (EFT) or by P-Card.
 - b. As a condition precedent to receiving payment, CONTRACTOR shall have been authorized to proceed by CITY, shall not be in default of any of the terms and conditions of this agreement, and shall provide to CITY an invoice. The invoice shall be forwarded to CITY, upon completion of work contemplated herein, and signed by an authorized representative of CONTRACTOR. The invoice shall include a statement identifying the period for which it applies and the sub-tasks or portions thereof, completed by CONTRACTOR in accordance with Attachment 'A.'
 - c. CITY shall pay all valid, approved and undisputed invoices pursuant to Florida Statute Section 218.70, the Prompt Payment Act. In the event that CITY disputes any invoice submitted, it shall advise CONTRACTOR in writing and said invoice shall not be deemed due and payable under this agreement. Neither the CITY'S review approval or acceptance of, nor payment for, any services provided hereunder shall be construed to operate as a waiver of any rights under this agreement and CONTRACTOR shall be liable to CITY for any and all damages to CITY caused by the CONTRACTOR'S negligent or wrongful performance of any of the services furnished under this agreement.

The acceptance of final payment by CONTRACTOR shall constitute a waiver of all claims by CONTRACTOR except those previously made in writing and identified by CONTRACTOR as unsettled at the time of a request for final payment.
4. **TERM.** This Agreement shall become effective on September 1, 2025, and shall remain in effect for one year through August 31, 2026, unless terminated as provided for herein. Any change in price, terms, or conditions shall be accomplished by written amendment to this Agreement.

5. **TERMINATION/CANCELLATION OF AGREEMENT.** The CITY reserves the right to cancel the agreement without cause with a minimum 30-day written notice. Termination or cancellation of the agreement will not relieve the CONTRACTOR of any obligations or liabilities resulting from any acts committed by the CONTRACTOR prior to the termination of the contract.

The CONTRACTOR may cancel the resulting agreement with ninety (90) days of written notice to the CITY. Failure to provide proper notice to the CITY may result in the CONTRACTOR being barred from future business with the CITY.

Termination for Default. The CITY shall notify, in writing, the CONTRACTOR of deficiencies or default in the performance of its duties under the Agreement. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default. It shall be at the CITY's discretion whether to exercise the right to terminate. CONTRACTOR shall not be found in default for events arising due to acts of God.

Termination for City's Convenience. The performance of work under this agreement may be terminated for convenience should the CITY determine it is in the best interest of the CITY. Any such termination shall be effected by the delivery to the CONTRACTOR of a Notice of Termination specifying the extent to which performance of work under the agreement is terminated and the date upon which such termination becomes effective. Upon such termination for convenience, CONTRACTOR shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the CITY shall have no other obligations to CONTRACTOR. CONTRACTOR shall be obligated to continue performance of agreement services, in accordance with the agreement, until the termination date and shall have no further obligation to perform services after the termination date.

Termination for Contracting with Scrutinized Companies

City may terminate this contract at any time in accordance with Section 238.135 Florida Statutes, as may be amended.

6. **WARRANTY OF CONTRACTOR.** CONTRACTOR does hereby expressly warrant and guarantee the services provided hereunder from any and all defects, failures, faulty construction, inconsistency with plans, or damage, other than that resulting from reasonable wear and tear or actions of third parties, for a period of one year from the acceptance of the work by CITY. In the event that such a claim occurs, CONTRACTOR shall immediately act to repair, replace, and restore the damaged work, or, if applicable, reconstruct the work to make it completely and strictly comply with the agreement documents. All warranty services provided hereunder shall be performed at CONTRACTOR'S sole expense, including materials and labor. It is expressly agreed and understood that this warranty shall not apply to materials and equipment normally expected to deteriorate or wear out or become subject to normal repair and replacement before their condition is discovered. Additionally, CONTRACTOR shall not be required to do normal maintenance work under this provision. Failure of the CONTRACTOR to substantially act within thirty (30) days of notice of a claim hereunder, shall entitle CITY, at its sole option, to replace or repair the subject defect and to recover the reasonable costs of said repair from CONTRACTOR. The enforcement of the warranty provision shall not be deemed a waiver of any rights that CITY may have to declare CONTRACTOR in breach of the terms of this agreement and to pursue any and all available legal remedies.
7. **AUTHORIZED REPRESENTATIVE OF THE CITY.** During the term of this agreement, CITY shall designate a representative authorized to act on behalf of the CITY, as provided by law, with respect to the project.
8. **INSURANCE PROVIDED BY CONTRACTOR.** (See attached Sample ACORD form and City Insurance Requirements sheet)
- a. Insurance. Except as otherwise specified in this agreement, the CONTRACTOR and all subcontractors of any tier shall be required at their sole cost and expense to maintain in effect at all times during the performance of the work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies satisfactory to the CITY. It shall be the responsibility of the CONTRACTOR and all his subcontractors to maintain adequate insurance coverage and it shall also be the responsibility of the CONTRACTOR to assure and evidence that subcontractors are adequately insured at all times. Failure of the CONTRACTOR and his

subcontractors to maintain adequate coverage shall not relieve the CONTRACTOR of any contractual responsibility or obligation.

- b. The CONTRACTOR and his subcontractors shall furnish to the CITY such certificates of insurance or endorsements required by the provisions set forth herein. It shall be the responsibility of the CONTRACTOR to maintain adequate insurance coverage and to assure that subcontractors are adequately insured at all times. Failure of the CONTRACTOR and his subcontractors to maintain adequate coverage shall not relieve the CONTRACTOR of any contractual responsibility or obligation. A verification form of such insurance policy shall be filed with the City of St. Cloud within ten (10) days of the execution of the agreement. The certificate of insurance shall list the CITY as additional insured.
- c. Certificate of Insurance. At the time of the execution of this agreement and each subcontract, but in any event, prior to commencing work at the job site, the CONTRACTOR and his subcontractors shall furnish the City of St. Cloud with certificates of insurance as evidence that the policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under this agreement shall provide not less than thirty (30) days of advance written notice of cancellation, non-renewal, or material change in the policy of insurance. In addition, the CONTRACTOR shall immediately provide written notice to the CITY upon receipt of notice of cancellation of an insurance policy or a decision to terminate or alter any insurance policy. CITY may deem cancellation or termination of any insurance policy a material breach on the part of the CONTRACTOR and the CONTRACTOR may be held to be in default of his agreement with CITY at the CITY'S option. All certificates of insurance shall clearly state that all applicable requirements have been satisfied including certification that the policies are of the "occurrence" type. Certificates of insurance for the CONTRACTOR and the subcontractors' furnished insurance and notices of any cancellation, terminations, or alterations of such policies shall be mailed to Procurement Services City of St. Cloud, and 1300 9th Street, St. Cloud, FL 34769.
- d. Additional Insured. All insurance furnished under this agreement shall designate the City of St. Cloud as additional insured.
- e. All policies shall contain a "cross-liability" or "severability of interest" clause or endorsement. Notwithstanding any other provision of these policies, the insurance afforded shall apply separately to each insured, named insured, or additional insured with respect to any claim, suit or judgment made or brought by or for any other insured, named insured or additional insured with respect to any claim, suit or judgment made or brought by or for any other insured, named insured or additional insured as though a separate policy had been issued to each.
- f. Waivers of Subrogation: The CONTRACTOR and his subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the City of St. Cloud, its Council members, partners, officials, directors, officers, agents, and employees.
- g. Comprehensive General Liability. This insurance shall be an occurrence type policy written in comprehensive form and shall protect the CONTRACTOR and his subcontractors and the additional insured against any and all claims arising from bodily injury, sickness, disease or death of any person other than the CONTRACTOR'S employees or damage to property of the CITY or others arising directly or indirectly from or out of the act of omission of the CONTRACTOR or his subcontractors or their agents, employees or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, a (protective liability) endorsement to ensure the contractual liability assumed by the CONTRACTOR and its subcontractors under the article entitled indemnification and completed operations, products liability, contractual liability, broad form property coverage, XCU, premises/operations, and independent CONTRACTORS (to remain in force for two years after final payment).
- h. Worker's Compensation Insurance. The CONTRACTOR shall take out and maintain during the life of this agreement, workers compensation insurance for all of his employees connected with the work of this project and in case any work is sublet, the CONTRACTOR shall require the subcontractor similarly to provide workers compensation insurance for all of the latter's employees

unless such employees are covered by the protection afforded by the CONTRACTOR. Such insurance shall comply fully with the Florida Workers Compensation Law. In case any class of employees engaged in hazardous work under this agreement at the site of the project is not protected under the workers compensation statute, the CONTRACTOR shall provide adequate insurance, and cause such subcontractor to provide adequate insurance, satisfactory to the owner, for the protection of his employees not otherwise protected.

The insurance companies providing coverage must be rated through the A.M. Best rating guide or internet site at ambest.com. Proof of the carrier's FSC rate (must be a 7 or better) and proof of the carrier's best rating (must be A- or better) must be submitted with the Certificate of Insurance.

The City of St. Cloud must be listed as additional insured. You must show the work/event and the dates of the project (both beginning and end dates) along with City of St. Cloud, 1300 9th Street, St. Cloud, FL 34769 for description of operations.

- i. General Liability limits are required as follows:

1) Each Occurrence	\$1,000,000
2) Fire Damage	\$ 50,000
3) Personal & Adv. Injury	\$1,000,000
4) General Aggregate	\$2,000,000
5) Products-Comp/OP AGG	\$1,000,000

- j. Automobile Liability with the following minimum limits:
(If vendor/contractor vehicles will be on City property) \$1,000,000

- k. Garage Liability with the following minimum limits:
(If work is to be performed on City vehicle at Vendor facility) \$1,000,000

- l. Excess Liability: (Contractor's)

Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

This amount may be greater depending on the award of contract amount.

- m. Workers Compensation:
(two or more employees)

1) E.L. Each Accident	\$ 100,000
2) E.L. Disease	\$ 100,000
3) E.L. Disease	\$ 500,000

WC Statutory limits box must be marked.

- n. Other:

1) Liquor Liability – must also include a hold harmless agreement and authorization by the City Council. (if applicable)	
2) Builder's Risk Insurance per project amounts (if applicable)	
3) Environmental Insurance (if applicable)	
4) Errors and Omissions if Consultant Services (if applicable)	

Insurance Coverage Not Limitation of Liability: The maintenance of insurance coverage as provided herein shall not be construed to limit nor have the effect of limiting contractor's liability to city under the provision of any clause or paragraph contained in this agreement.

Public Entities / Municipalities: Sovereign immunity standard should appear in Description of Operations with \$100,000 / \$200,000 limits. If self funded, rating requirement is waved.

- 9. **INDEMNIFICATION.** CONTRACTOR agrees to hold harmless and indemnify, including attorney fees, CITY, its officers, employees and agents against any and all claims, losses, damages or lawsuits for damages or threat thereof, arising from or related to negligent acts, errors or omissions of the CONTRACTOR.

- 10. **INDEPENDENT CONTRACTOR.** It is agreed by the parties that at all times and for all purposes within the scope of this agreement, the relationship of CONTRACTOR and CITY is that of an independent contractor.

11. **NOTICES.** All notices shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized overnight courier service to the address of the party set forth below. Any such notice shall be deemed given when received by the party to whom it is intended.

CONTRACTOR: Richard Downer, Chief Operating Officer
Ten-8 Fire and Safety, LLC
2904 59th Avenue Drive East
Bradenton, Florida 34203

CITY: City Manager
City of St. Cloud
1300 9th Street
St. Cloud, Florida 34769

12. **GENERAL PROVISIONS.**

- A. **Attorneys' Fees.** In the event a suit or action is instituted to enforce or interpret any provision of this agreement, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees at trial or on any appeal, in addition to all other sums provided by law.
- B. **Waiver.** The waiver by CITY of breach of any provision of this agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this agreement.
- C. **Severability.** If any provision of this agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the agreement valid and enforceable under applicable law, the remainder of this agreement and the application of such a provision to other persons or circumstances shall be unaffected, and this agreement shall be valid and enforceable to the fullest extent permitted by applicable law.
- D. **Amendment.** Except for as otherwise provided herein, this agreement may not be modified or amended except by an agreement in writing signed by both parties.
- E. **Entire Agreement.** This agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes all prior and contemporaneous agreements between the parties with respect to the performance of services by CONTRACTOR.
- F. **No Exclusive Contract.** Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical products/services at its sole option.
- G. **Availability of Funds.** The obligations of the City of St. Cloud under this agreement are subject to the availability of funds lawfully appropriated for its purpose. All purchases are contingent upon available City of St. Cloud funding.
- H. **Assignment.** This agreement is personal to the parties hereto and may not be assigned by CONTRACTOR, in whole or in part, without the prior written consent of CITY.
- I. **Venue.** The parties agree that the sole and exclusive venue for any cause of action arising out of this agreement shall be Osceola County, Florida.
- J. **Applicable Law.** This agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.

K. E-VERIFY

1) Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

- 2) Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:
- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
 - b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of St. Cloud; and
 - c) *By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.*

L. Records. CONTRACTOR expressly understands records associated with this project are public records and agrees to comply with Florida’s Public Records law, to include:

- 1) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services contemplated herein.
- 2) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in this Florida’s Public Records law or as otherwise provided by law.
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 4) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

5) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1300

**9th STREET, ST. CLOUD, FLORIDA 34769, TELEPHONE 407-957-7300,
EMAIL CITYCLERK@STCLOUDFL.GOV.**

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement for the purposes herein expressed on the date first above written.

CITY OF ST. CLOUD, FLORIDA

TEN-8 FIRE AND SAFETY, LLC

BY: _____
Veronica Miller, City Manager

BY: _____

(Print Name/Title)

Date: _____

Date: _____

ATTEST: _____
Ivy Llauro, City Clerk

ATTEST: _____

(Print Name/Title)

Date: _____

Date: _____



July 22nd 2024.

City of St. Cloud
1300 9th Street
St Cloud
FL 34769

Subject: Parts and Service Rates

Dear Mr. Acre:

We are pleased to renew our proposal and continue to offer you a reduced rate for parts and maintenance of your Pierce fire apparatus.

Work carried out in our Sanford facility in normal business hours will be at an hourly rate of \$156.66 per hour. Parts supplied and fitted at our location will be at a discounted rate of 10% off the MSRP.

These rates will be applicable from September 1st, 2025, for a period of 12 months.

If I can be of any further assistance, please do not hesitate to contact me. Thank you for the opportunity to serve the St Cloud fire department and the citizens that they serve.

A handwritten signature in black ink, appearing to be "Richard Downer", written over a horizontal line.

Richard Downer

Chief Operating Officer



Meeting: August 14, 2025

Agenda Item Type: Consent Agenda
Resolution No. 2025-126R

Procurement Agenda Item:

Resolution No. 2025-126R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the termination of that certain agreement dated November 8, 2022, between the City of St. Cloud and Dynamix Consulting Group, LLC, whose subject matter is Standards of Cover and Deployment Analysis, and providing an effective date.

COST: No cost associated with this item.

This item is to terminate the agreement with Dynamix Consulting Group, LLC effective August 14, 2025.

Strategic Key Focus Areas:

High-Performing Government

Background Information:

Per Jason Miller, Fire Chief, the Fire Department is requesting to terminate this contract as the vendor has become unresponsive and has not been able to complete the project.

Legal Authority:

Section 4(c) of the Agreement provides that, "City may terminate this agreement at any time in accordance with Section 287.135 Florida Statutes, as may be amended."

Budget and Recommendation:

Staff recommends **APPROVAL** of this request.

Finance Director's Comments:

N/A

Procurement Director's Comments:

Recommends approval

City Manager's Comments:

City Manager recommends approval

City Council Action:

08/14/2025 - Final Action

Attachments:

1. Resolution No. 2025-126R
2. Fully Executed Agreement Dynamix Consulting Group Resolution No. 2022-266R

RESOLUTION NO. 2025-126R

RESOLUTION NO. 2025-126R, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AUTHORIZING THE TERMINATION OF THAT CERTAIN AGREEMENT DATED NOVEMBER 8, 2022, BETWEEN THE CITY OF ST. CLOUD AND DYNAMIX CONSULTING GROUP, LLC, WHOSE SUBJECT MATTER IS STANDARDS OF COVER AND DEPOYMENT ANALYSIS, AND PROVIDING AN EFFECTIVE DATE.

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

Section I. On November 8, 2022, the City entered into an Agreement with Dynamix Consulting Group, LLC per Request for Proposals (RFP) No. 2022-0019 Standards of Cover and Deployment Analysis, approved by Resolution No. 2022-266R, and

Section II. The City Council has determined that it is in the best interest of the City of St. Cloud to terminate the Agreement effective August 14, 2025, and for the City Manager, or their designee, to notify Dynamix Consulting Group, LLC immediately of said termination.

Section III. This resolution shall take effect immediately upon its adoption and shall repeal, revise, and/or amend any previous action taken by this Council related to the Agreement.

PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida this 14th day of August, 2025.

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



RESOLUTION NO. 2022-266R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DYNAMIX CONSULTING GROUP, LLC PER REQUEST FOR PROPOSAL (RFP) NO. 2022-019 STANDARDS OF COVER AND DEPLOYMENT ANALYSIS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, requested submittals have been received in response to RFP No. 2022-019 Standards of Cover and Deployment Analysis, and

WHEREAS, the City of St. Cloud intends to engage a qualified consultant to provide a standards of cover and deployment analysis, 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 proposals 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 authorized and she is directed to enter into a contract with Dynamix Consulting Group, LLC to provide a Standards of Cover and Deployment Analysis.

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. The City Manager is authorized and is directed to issue a purchase order or "confirmation letter" to said provider.

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

SECTION V. This resolution shall take effect upon adoption by the City Council of the City of St. Cloud and execution of the contract attached hereto as Exhibit 'A' and incorporated herein by reference.

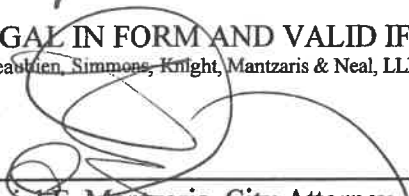
PASSED AND ADOPTED by the City Council of the City of St. Cloud, Florida this 27th day of October, 2022.

CITY OF ST. CLOUD


Nathan Blackwell, Mayor


Ivy De La Cruz, City Clerk

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


Daniel F. Mantzaris, City Attorney

RFP No. 2022-019 Standards of Cover and Deployment Analysis

**CONSULTANT SERVICES AGREEMENT
BETWEEN THE CITY OF ST. CLOUD, FLORIDA
AND DYNAMIX CONSULTING GROUP, LLC FOR
STANDARDS OF COVER AND DEPLOYMENT ANALYSIS**

THIS AGREEMENT, made this _____ day of 11/8/2022 20__, between the City of St. Cloud, Florida, a Municipal Corporation of the State of Florida, (hereinafter referred to as the "CITY") and Dynamix Consulting Group, LLC, a Florida Limited Liability Company, whose address is 111 WGTO Tower Road, Lake Alfred, Florida 33850 (hereinafter referred to as "CONSULTANT").

NOW THEREFORE, in consideration of the covenants, representations and agreements herein contained, the parties agree as follows:

1. **SCOPE OF SERVICES:** The CONSULTANT shall furnish all labor, materials, equipment, transportation and perform all of the work described in the bid documents and specifications contained in Request for Proposal No. 2022-019 Standards of Cover and Deployment Analysis and CONSULTANT'S response thereto, attached hereto and incorporated herein as Exhibit "A," all of which is incorporated and made a part hereof and shall do everything required by this Agreement.
2. **COMPENSATION SCHEDULE:** The CITY agrees to and does engage CONSULTANT to perform the professional services for compensation described herein and as set forth in Exhibit "A" attached hereto and incorporated herein and the parties do further agree:
 - a. As a condition precedent to receiving payment, CONSULTANT shall have been authorized to proceed by CITY for the specific task or phase, shall not be in default of any of the terms and conditions of this Agreement and shall provide to CITY an invoice.
 - b. CITY shall pay all valid, approved and undisputed invoices pursuant to Florida Statute Section 218.70, the Prompt Payment Act, and all City Policies promulgated thereby. In the event that CITY disputes any invoice submitted, it shall advise CONSULTANT in writing and said invoice shall not be deemed due and payable under this agreement. Neither the CITY's review approval or acceptance of, nor payment for, any services provided hereunder shall be construed to operate as a waiver of any rights under this Agreement and the CONSULTANT shall be liable to CITY for any and all damages to CITY caused by the CONSULTANT's negligent or wrongful performance of any of the services furnished under this Agreement.
 - c. CONSULTANT agrees to assign competent professionals to perform the assigned responsibilities and duties faithfully, intelligently, and to the best of their ability, and in the best interest of CITY during the term of this Agreement. All services provided shall be performed in accordance with this Agreement and with any and all applicable law, professional standards and guidelines. CITY may request CONSULTANT to make changes in the scope of services or make revisions to the work performed. Any changes or revisions requested by CITY that are not due to consultant error, omission or negligence will be incorporated into the scope of services by written amendment to this agreement and the consultant may be entitled to additional compensation upon the agreement of the parties. Consultant will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed.

RFP No. 2022-019 Standards of Cover and Deployment Analysis

2. **AUTHORIZATION TO PROVIDE SERVICES:** CONSULTANT shall not be authorized to provide any services as set forth above until such time as CONSULTANT has received specific authorization from the City Manager, or his designee.

3. **TERM.** This Agreement shall become effective upon execution by both parties and shall remain in effect until such time as the work contemplated herein has been performed and accepted by the CITY, whereupon it shall automatically terminate.

4. **TERMINATION.**

a. The non-breaching party upon breach of the terms and conditions contained herein may terminate this Agreement.

b. Additionally, CITY shall have the right to terminate the agreement, for any reason, upon thirty (30) days written notice to the CONSULTANT. In the event of termination by the CITY pursuant to this section 4b, CONSULTANT shall be compensated in accordance with the services completed and accepted, as of the date of the termination and as set forth in the Scope of Services.

c. City may terminate this agreement at any time in accordance with Section 287.135 Florida Statutes, as may be amended.

5. **RESPONSIBILITIES OF CONSULTANT.** In addition to all other responsibilities provided herein, CONSULTANT expressly understands and agrees that, through the above-referenced assigned personnel, it shall perform all of the services required in the Scope of Services, and further agrees as follows:

a. CONSULTANT may retain subcontractors to provide any of the services contemplated herein. Said subcontractors shall be used at the sole expense of CONSULTANT, under the direct supervision of CONSULTANT and with the prior written approval of CITY.

b. CONSULTANT expressly acknowledges that any and all documents, logos, marketing and advertising material, plans, designs, reports, and specifications related to the project and acquired or created by CONSULTANT shall remain, at all times the property of CITY and CONSULTANT. CONSULTANT, therefore, shall preserve and maintain said records and shall immediately provide copies of them to CITY upon termination of this Agreement.

6. **RESPONSIBILITIES OF CITY.** The City shall provide full information, as reasonably directed by CONSULTANT, regarding the requirements of the project.

7. **AUTHORIZED REPRESENTATIVE OF THE CITY.** During the term of this Agreement, the City Manager shall be the designated representative authorized to act on behalf of the CITY, as provided by law, with respect to the project.

8. **INSURANCE PROVIDED BY CONSULTANT.**

a. **Workers Compensation.** CONSULTANT agrees to pay for and maintain in full force and affect all applicable workers compensation insurance as required by Federal and Florida Law.

b. **Comprehensive Automobile Liability.** CONSULTANT agrees to pay for and

RFP No. 2022-019 Standards of Cover and Deployment Analysis

maintain in full force and effect at all times during the term of this Agreement, bodily injury and property damage liability insurance. The limits of said policies shall be in an amount approved by the CITY.

c. Proof of Insurance. Upon CITY's request, CONSULTANT agrees to provide to CITY reasonable proof of the aforementioned policies of insurance, or certificates of the issuance thereof, as evidence of the compliance by the CONSULTANT with the terms and provisions contained herein.

d. Loss of Insurance. If during the period which an insurance company is providing the coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with any applicable Florida Law, or 3) fail to maintain the Best Rating and Financial Size Category, CONSULTANT shall, as soon as it has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to CITY, the CONSULTANT shall be deemed in default of this Agreement.

e. Insurance Coverage Not Limitation of Liability. The maintenance of insurance coverage as provided herein shall not be construed to limit or have the effect of limiting CONSULTANT's liability to CITY under the provision of any clause or paragraph contained in this Agreement.

f. Consequential Damages. Notwithstanding anything to the contrary in this AGREEMENT, neither party shall have any liability to the other party for indirect, consequential or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.

9. INDEMNIFICATION. CONSULTANT agrees to hold harmless and indemnify, including attorney fees, CITY, its officers, employees and agents against any and all claims, losses, damages or lawsuits for damages, arising from or related to negligent acts, errors or omissions of the CONSULTANT.

10. INDEPENDENT CONTRACTOR. The parties agree that at all times and for all purposes within the scope of this Agreement, the relationship of CONSULTANT and CITY is that of an independent contractor.

11. FORCE MAJEURE. With regard to the performance hereunder, CONSULTANT shall not be deemed to be in default of this agreement, or have failed to comply with any term or conditions herein if, for reasons beyond CONSULTANT's reasonable control (including, without limitation, acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, permits or other compliance with applicable laws, rules and regulations), such performance is not reasonably possible within such time periods, then the time for such performance shall be extended until removal of such reasons beyond CONSULTANT's reasonable control, provided that CONSULTANT commences such performance as soon as reasonably possible and diligently pursues such performance.

12. NOTICES. All notices shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized overnight courier service to the address of the party set forth below. Any such notice shall be deemed given

when received by the party to whom it is intended.

CONSULTANT: Dynamix Consulting Group, Inc.
Attn: Stuart McCutcheon, President
PO Box 68
Lake Alfred, Florida 33850

CITY: City of St. Cloud
Attn.: City Manager
1300 9th Street
St. Cloud, Florida 34769

13. **PROHIBITION AGAINST CONTINGENT FEES.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee/contractor working solely for CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this agreement. For breach or violation of this provision, in addition to any and all remedies available to CITY, CITY shall have the right to terminate this agreement without liability and to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

14. **GENERAL PROVISIONS.**

a. **Assignment and Disclosure of Intellectual Property.** All original works of authorship that are made by the CONSULTANT or its representatives (solely or jointly with others), within the scope of, those described as works for hire and during the period of CITY'S agreement with the CONSULTANT and that are protectable by copyright as that term is defined in the United States Copyright Act and that the CONSULTANT will be considered the author thereof and shall have expressly authorized the use thereof by CITY for all purposes consistent with this Agreement. Any reuse of the Work described above without written verification or adaptation by Consultant, as appropriate, for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to Consultant. Any future verification or adaptation of such Work will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

b. **Pre-suit Mediation.** Prior to, and as a condition precedent to the commencement of any lawsuit or administrative proceeding to resolve any disputes arising out of this Agreement the parties agree that the dispute first shall be submitted to non-binding mediation before a business mediation organization approved by the parties. Such mediation shall be held at the CITY's offices at the address set forth in this Agreement. The parties shall bear the costs of the mediation equally.

c. **Waiver.** The waiver by CITY of breach of any provision of this Agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this Agreement.

d. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the Agreement valid and enforceable under applicable law, the remainder of this Agreement and the application of

RFP No. 2022-019 Standards of Cover and Deployment Analysis

such a provision to other persons or circumstances shall be unaffected, and this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

e. Amendment. Except for as otherwise provided herein, this Agreement may not be modified or amended except by an Agreement in writing signed by both parties.

f. Entire Agreement. This Agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes all prior and contemporaneous agreements between the parties with respect to the performance of services by CONSULTANT.

g. Assignment. This Agreement is personal to the parties hereto and may not be assigned by CONSULTANT, in whole or in part, without the prior written consent of CITY.

h. Venue. The parties agree that the sole and exclusive venue for any cause of action arising out of this Agreement shall be Osceola County, Florida.

i. Applicable Law. This Agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.

j. Records. CONSULTANT expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law, to include, to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services contemplated herein.

(b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in this Florida's Public Records law or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

(e) IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSULTANT SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1300 9th STREET, ST. CLOUD, FLORIDA 34769, TELEPHONE 407-957-7300, EMAIL CITYCLERK@STCLOUD.ORG.

RFP No. 2022-019 Standards of Cover and Deployment Analysis

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes herein expressed on the date first above written.

CITY OF ST. CLOUD

BY: DocuSigned by:
Veronica Miller
133827F213194E0...
Veronica Miller, City Manager

DYNAMIX CONSULTING GROUP, INC.

BY: DocuSigned by:
Stuart McCutcheon
347E1570512E43B...
Stuart McCutcheon President
Print Name/Title

ATTEST: DocuSigned by:
Ivy De La Cruz
919BC7328C6B44A...
Ivy De La Cruz, City Clerk

ATTEST: DocuSigned by:
Mary-Ellen Harper
4C2B394385784C3...
Mary-Ellen Harper Principal
Print Attest Name

City of St. Cloud
Procurement Services Department
1300 9th Street, Building A, 2nd Floor
St. Cloud, Florida 34769

☒ Request for Proposal (RFP) ☐ Request for Qualifications (RFQ) ☐ Invitation to Bid (ITB) ☐ Request for Quotes (QUO)

2022-019 Standards of Cover and Deployment Analysis

PRE-RESPONSE CONFERENCE: ☐ Non-Mandatory ☐ Mandatory ☒ N/A ☐ Includes Site Visit

DATE: _____ **TIME:** _____ **LOCATION:** _____

QUESTION SUBMITTAL DUE DATE: Date: 7/22/2022 Time: (local time) 5:00 PM

DUE DATE FOR UPLOADING PROPOSAL: Date: 8/4/2022 Time: (local time) 2:00 PM

SUMMARY OF SCOPE OF WORK:

The City of St. Cloud is seeking a qualified and experienced consultant to provide professional services to conduct a comprehensive Standards of Cover (SOC) and Deployment Analysis of St. Cloud Fire Rescue Department operations as specified in Section 2 Detailed Scope of Services and Requirements of this RFP document.

FOR QUESTIONS RELATING TO THIS SOLICITATION, CONTACT: purchasing@stcloud.org, 407-957-7212

Submission of a bid/proposal/submittal shall constitute an acknowledgement by the Bidder that he has thoroughly examined and is familiar with the **Request for Proposal (RFP)**. The failure or neglect of a Bidder to examine the **Request for Proposal (RFP)** shall in no way relieve him/her of any obligations with respect to either his/her bid or the **Request for Proposal (RFP)**. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the **Request for Proposal (RFP)**. Questions and/or information requests will be answered in an addendum after the deadline, which will be available from Procurement Services and posted on Myvendorlink.com. It is the bidder's responsibility to verify whether any addenda have been issued and verify receipt of addenda on below to ensure any addenda are received in order to submit a responsible and responsive offer. Uploading an incomplete document may deem the offer non-responsive, causing rejection.

ADDENDA ACKNOWLEDGMENT: Prior to submitting my offer, I have verified that all addenda issued to date are considered as part of my offer: Addenda received (list all) # _____

Legal Name of Bidder: DYNAMIX CONSULTING GROUP, LLC

DBA: _____

Authorized Representative Name/Title: Stuart McCutcheon, Principal

E-mail Address: Stuart@DynamixConsultingGroup.com

FEIN: 85-3672265

Street Address: 111 WGTO Tower Rd, Lake Alfred, FL 33850

Mailing Address (if different): PO Box 68, Lake Alfred, FL 33850

Telephone: 863-662-1474

I have carefully examined the **Request for Proposal (RFP)**. I hereby propose to furnish the services specified in the **Request for Proposal (RFP)**. I agree that my submittal will remain firm for a period of at least 90 days in order to allow the City adequate time to evaluate the submittals and determine a ranking of the most qualified firms. I certify that all information contained in this submittal is truthful. I further certify that I am duly authorized to provide this submittal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract. I further certify, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation tendering a submittal for the same service, that no officer, employee or agent of the City of St. Cloud or any other respondent is interested in said submittal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

SIGNER'S PRINTED NAME/TITLE: Stuart McCutcheon, Principal

DATE: _____ PHONE: 863-662-1474 E-MAIL: Stuart@DynamixConsultingGroup.com

This page must be completed and uploaded to MyVendorLink.com with your Submittal.

RFP NO. 2022-019 STANDARDS OF COVER AND DEPLOYMENT ANALYSIS

**DYNAMIX CONSULTING GROUP, LLC
111 WGTO TOWER RD
PO BOX 68
LAKE ALFRED, FL 33850
863-662-1474**

Stuart@DynamixConsultingGroup.com

**POINT OF CONTACT:
STUART McCUTCHEON
PO BOX 68
LAKE ALFRED, FL 33850
863-662-1474**

Stuart@DynamixConsultingGroup.com



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July 19, 2022

Procurement Services Department
City of St. Cloud, Florida

1300 9th Street
City Hall Building A, St. Cloud, FL 34769

To Whom it May Concern,

Please find attached a proposal from Dynamix Consulting Group to conduct a Standards of Cover, to include a Strategic Plan, for St. Cloud Fire Rescue, Florida. We have recently completed Standards of Cover and Strategic Planning documents for several fire departments across the country and welcome the opportunity to discuss this proposal further with you and your team.

Dynamix Consulting Group was established based on Mary-Ellen Harper and Stuart McCutcheon's shared vision of developing reports that describe complicated concepts in simple terms. Our data-driven approach is solid and secure, while our strategies are powerful, energetic, and actively updating. While Dynamix Consulting Group is a young company, the principals have over five years' experience as consultants and national directors for an international consulting firm. Prior to consulting, both principals also held fire department executive management positions, as well as educational and instructional positions in public safety.

Based in Central Florida, Dynamix Consulting Group develops a wide range of projects throughout the United States for fire, EMS, and law enforcement departments. Dynamix Consulting Group possesses a cadre of fire, EMS, and law enforcement consultants to provide regional and subject matter expertise.

The Principal Contact Person for your project is Stuart McCutcheon. He is authorized to execute contracts on behalf of Dynamix Consulting Group. His contact information is as follows:

Sincerely,

A handwritten signature in blue ink, appearing to read 'Stuart D. McCutcheon'.

Stuart D. McCutcheon, Project Lead

A handwritten signature in blue ink, appearing to read 'Mary-Ellen L. Harper'.

Mary-Ellen L. Harper

863.662.1474

Stuart@DynamixConsultingGroup.com

860.729.8247

Mary-Ellen@DynamixConsultingGroup.com



CONSULTANT'S QUALIFICATIONS AND EXPERIENCE (3.4)

Dynamix Consulting Group – Description of Firm (3.4.1-3.4.3)

Dynamix Consulting Group leverages the skills and expertise developed over several years of completing a wide variety of public safety deliverables to fire, EMS, and law enforcement organizations across the country and internationally. The project team for this project consists of the principals, Stuart McCutcheon and Mary-Ellen Harper, allowing for direct communication between St. Cloud's project team and the consultants completing the project. Dynamix Consulting Group believes in committing to developing only one project at a time, which allows us to become immersed into the project while remaining flexible and nimble to any unforeseen challenges that may arise. Our goal is to exceed your expectations and deliver a product that can be used to advance St. Cloud Fire Rescue into the years to come. With approximately 200 projects completed as consultants and project managers, Dynamix Consulting Group possess the skills, experience, and expertise to develop and deliver a Standards of Cover and Strategic Plan for St. Cloud Fire Rescue.



Project Team Qualifications

Mary-Ellen L. Harper, MPA, EFO



Mary-Ellen Harper has more than 30 years of experience in the career, combination, and volunteer fire service serving in a variety of levels within state and local agencies in the northern and southern United States. Prior to consulting, Mary-Ellen spent two years working for the Florida Division of State Fire Marshal as the Executive Development Programs Manager responsible for developing and instructing the Fire Officer III, Fire Officer IV, and Fire Code Administrator Programs for the State of Florida. Her experience also includes serving in four different fire departments in Connecticut, including 15 years as Director of Fire & Rescue Services for the Town of Farmington Fire Department which is a 175-member combination fire department. Mary-Ellen also spent 16 years teaching and developing EMS, Fire Instructor, and Fire Officer Programs for the Connecticut Fire Academy.

Mary-Ellen has served as an Adjunct Lecturer of Fire Science for the University of New Haven Henry C. Lee Institute of Forensic Science and is a contributing writer for several fire service textbooks including the 4th Edition of IFSTA's *Chief Officer Book* and the Second Edition of IFSTA's *Public Information Officer*. Mary-Ellen's primary areas of expertise include master planning, strategic planning, policy development, community risk reduction planning and implementation, training, and professional development of personnel.

Educational Background and Certifications

- Executive Fire Officer, National Fire Academy, Emmitsburg, MD
- Master of Public Administration with a Concentration in Personnel and Labor Relations, University of New Haven, West Haven, CT
- Bachelor of Science Fire Technology with a Minor in English and a Concentration in Writing, University of New Haven, West Haven, CT
- **Fire:** Fire Fighter I & II; Fire Service Instructor I, II and III; Fire & Life Safety Educator, Fire Department Safety Officer; Fire Officer I, II, III, and IV.
- **Medical:** Emergency Medical Technician; Emergency Medical Service - Instructor; CPR Instructor-Trainer
- **Hazardous Materials:** NFPA 472 Hazardous Materials Technician
- **Fire Marshal:** Fire Investigator; Hazardous Materials Inspector; Life Safety Code Inspector

Professional Experience

- Director of Operations, Project Manager and Consultant, Emergency Services Consulting International, Chantilly, VA
- Program Manager, Executive Development Programs, Florida Division of State Fire Marshal
- Director of Fire & Rescue Services, Town of Farmington, CT
- Adjunct Lecturer, University of New Haven Henry C. Lee Institute of Forensic Science
- Adjunct Instructor / Course Developer, Connecticut Fire Academy
- Deputy Fire Marshal, Blue Hills Fire District, Bloomfield, CT
- Volunteer Fire Fighter and EMT in West Haven, CT and Colchester, CT
- Volunteer EMT Bloomfield Volunteer Ambulance, Bloomfield, CT

Associated Professional Accomplishments

- Lead Advocate for the State of Florida, National Fallen Firefighters Foundation Everyone Goes Home, 2018
- Co-Chair of the Connecticut General Assembly Emergency Medical Services Primary Service
- Area Task Force (Appointed by the Speaker of the House of Representatives), 2013.
- Chair of the Fire Department Recruitment and Retention Task Force (Appointed by the Colchester, CT Board of Selectmen), 2012.



Stuart McCutcheon, MPA, EFO



Stuart began his fire service career in 2005. He served in six different fire departments in Florida and held the ranks of Fire Fighter, Lieutenant, Assistant Chief, Fire Marshal, Emergency Manager and Fire Chief. Stuart served as the Fire Chief in each the City of Davenport, Auburndale, and Haines City.

Stuart brings a unique combination of education, experience, and technical expertise to Dynamix Consulting Group. Having worked in both combination and career fire departments, he possesses a demonstrated record of professionalism and a commitment to excellence. In addition to fire administration and management accomplishments, Stuart has substantially contributed to the Institution of Fire Engineers and Florida State Fire College through the development of GIS analytic tools and maps to support the missions of both organizations.

Educational Background

- Master of Public Administration: University of Central Florida, Orlando, FL
- Graduate Certificate in Emergency Management and Homeland Security: University of Central Florida Orlando, FL
- Executive Fire Officer Program: National Fire Academy, Emmitsburg, MD
- Bachelor of Science Psychology: University of Central Florida, Orlando, FL
- Associate of Arts: Polk Community College, Winter Haven, FL
- Associate of Science in Fire Science: Polk State College, Winter Haven, FL
- Chief Fire Officer and Fire Marshal Designations: Commission on Professional Credentialing, Chantilly, VA
- Fire Officer IV: National Board on Fire Service Professional Qualifications, Quincey, MA

Professional Experience

- Director of Business Intelligence: Emergency Services Consulting International
- Project Manager: Emergency Services Consulting International
- Consultant: Emergency Services Consulting International
- Fire Chief / Fire Marshal / Emergency Manager: City of Haines City, FL
- Fire Chief / Fire Marshal: City of Auburndale, FL
- Fire Chief / Fire Marshal: City of Davenport, FL

Relevant Experience

- Past Chair, Executive Fire Officers' Section, Florida Fire Chiefs Association
- Membership Committee, Institution of Fire Engineers, USA Branch
- Past Vice President, Polk County Fire Chiefs' Association
- Immediate Past Chair, Polk County GIS Users' Group
- Former Emergency Manager for Haines City, Florida
- Commission on Professional Credentialing Peer Reviewer
- Instructor: Florida Division of State Fire Marshal, Florida State Fire College

Associated Professional Accomplishments

- Former Lead GIS and data analyst for Emergency Services Consulting International
- Co-Creator of the ISO Benchmark Study.
- Developed material for use in Community Risk Reduction courses for National Fire Academy.
- Published author, several articles published in Florida Fire Chiefs Association magazine.
- Development of emergency management response plans, full-scale and tabletop exercises.



Dynamix Consulting Group Project Experience

Project Summary and Contact Information for all projects available by request.

Agency Evaluations

Cherokee Nation EMS, Oklahoma
Washington, Missouri
Middletown Township, Pennsylvania
Bellaire Police Department, Texas
East Granby, Connecticut

Concurrency Studies

Chula Vista, California
Dania Beach, Florida
Fort Myers Beach, Florida
Oakland Park, Florida
West Villages, Florida

Community Risk Assessment / Standards of Cover

Elgin, Illinois
Houston, Texas
San Marcos, Texas
Travis County ESD 2, Texas
Gig Harbor, Washington

Cooperative Services/Consolidations

Monroe, Connecticut
West Haven, Connecticut
Holley Navarre, Midway and
Navarre Beach, Florida

Fire & EMS Master Plans

Sarasota County, Florida
Nashua, New Hampshire
Spartanburg County, South Carolina
Travis County ESD 1, Texas
Loudoun County, Virginia
Winchester, Virginia

ISO Evaluations

Anaheim, California
Margate, Florida
Nashua, New Hampshire
Washington, Missouri
Bloomfield, New Jersey
Jasper County, South Carolina
Ponderosa, Texas
Danville, Virginia
New Kent County, Virginia
Goochland County, Virginia

Miscellaneous Studies

Menlo Park, California
Owensboro, Kentucky
Manassas, Virginia

Staffing Studies

Orleans, Massachusetts
Scio Township, Michigan
Warminster Township, Pennsylvania

Station Location Studies

Concord, New Hampshire
Barrow County, Georgia
Portsmouth, Virginia

Strategic Plans

Monroe, Connecticut
Martin County, Florida
Troy, Illinois
Worcester, Massachusetts
Nashua, New Hampshire
Spartanburg, South Carolina
Alexandria Fire Department, Virginia
Trotwood Fire Department, Ohio
East Granby, Connecticut



Presentations and Publications:

March 2021: Fire Inspector's Association of Broward County

- Community Risk Reduction: The Process is as Important and the Final Product
- Insurances Services Office and the Fire Inspector

September 2021: National Fallen Firefighters Foundation Stronger Together Conference

- Fire Service Data: What you Don't Know WILL Hurt You!
- Public Speaking, Effective Presenting, and Dynamic Instructing

June 2022: South Carolina State Firefighters Association Fire Rescue Conference

- The Value of Strategic Planning
- Community Risk Reduction: The Process is as Important and the Final Product
- Assessing Your Organization's Emergency Response Capabilities

Publications

- Stuart and Mary-Ellen are two of the co-authors of the 2nd Edition of the International Fire Service Training Association (IFSTA)'s *Public Information Officer*.
- Stuart and Mary-Ellen have both published articles in the Florida Fire Chief's Magazine.
- Stuart is one of the Co-Creators of the ISO Benchmark Study.
- Stuart developed material for use in Community Risk Reduction courses for National Fire Academy.
- Mary-Ellen served as a Validation Team Member for the 4th Edition of IFSTA's *Chief Officer* Book
- Mary-Ellen is presently serving as a member of the Validation Team for IFSTA's 10th Edition of *Emergency Services Instructor*.
- Mary-Ellen is presently serving as a member of the Validation Team for IFSTA's 2nd Edition of *Live Fire Instructor*.

National and State Involvement

- Mary-Ellen currently serves as the Lead Florida Advocate for the National Fallen Firefighters Foundation Everyone Goes Home.
- Mary-Ellen served as Co-Chair of the Connecticut General Assembly Emergency Medical Services Primary Service Area Task Force (Appointed by the Speaker of the House of Representatives), 2013.



Primary Responsibility (3.4.4)

The principals are primarily responsible for all aspects of the contract and project development; however, Stuart McCutcheon will be assigned as the primary point of contact and Mary-Ellen Harper as the secondary contact.

Personnel and Functions (3.4.5)

Stuart McCutcheon – Project Manager, Data Analysis, Financial Analysis, GIS, Performance Objectives, Recommendations, and Associate Strategic Plan Facilitator.

Mary-Ellen Harper – Associate Project Manager, Population, Demographics, Inter-jurisdictional Response, Community Risk Assessment, Staffing, Recommendations, and Strategic Plan Facilitator.

Subconsultants (3.4.6)

Dynamix Consulting Group will not require subconsultants for this project.



References (3.4.7)

1. Chief Dennis Doan, Gig Harbor & Fire Medic One
10222 Bujacich Rd, Gig Harbor, WA 98332
253.851.3111
DDoan@gigharborfire.org
Project Completed: Community Risk Assessment: Standards of Cover
Performance Period: May 2021– August 2021
2. Chief Steve Buxton, Nashua Fire Rescue, New Hampshire
70 East Hollis Street, Nashua, NH 03060
603.594.3651
BuxtonS@nashuanh.gov
Projects Completed: ISO Evaluation, Master Plan (including a CRA: SOC), ISO Benchmarking Study and Strategic Plan
Performance Period: January 2020 – March 2021, September 2021– January 2022
3. Acting Chief Martin Dyer, Worcester Fire Department, Massachusetts
141 Grove Street, Worcester, MA 01605
508.799.1829
DyerM@worcesterma.gov
Projects Completed: Master Plan, Community Risk Assessment: Standards of Cover and Strategic Plan
Performance Period: March 2020 – September 2021
4. Assistant Township Manager Nicholas Valla, Middletown Township, Pennsylvania
3 Municipal Way, Langhorne, PA 19047
215.750.3832
nvalla@middletownbucks.org
Projects Completed: Independent Fire Service Evaluation and Strategic Plan
Performance Period: April 2021 – September 2021, January 2022 – April 2022
5. Chief Kerry Flaherty, East Granby Fire and Rescue, Connecticut
7 Memorial Drive, East Granby, CT 06026
203.509.3246
kerryf@egtownhall.com
Projects Completed: Community Based Fire and Emergency Services Strategic Plan
Performance Period: January 2022 – June 2022



MWBE Status (3.4.8)

Pending with the State of Florida as 100% woman and veteran owned Florida company.

Licenses (3.4.9)

Dynamix Consulting Group, LLC is registered as a Florida corporation with the Florida Division of Corporations and possesses a current Polk County Local Business Tax Receipt (see attachments).

Contract Termination and Legal Proceedings (3.4.10)

Dynamix Consulting Group is not a party to any lawsuit, nor have any matters of litigation been initiated or filed by a client or other party. Dynamix Consulting group has never had a contract terminated, nor has the company had to legally defend itself relatives to the services provided.

PROJECT UNDERSTANDING, PROPOSED APPROACH, AND METHODOLOGY (3.5)

Project Understanding

The Fire Department Standards of Cover will assess where the fire department and its capabilities as they are today. The project takes a “snapshot in time” of the community and organization, reviews the configuration, programs, service delivery, and response performance in detail, and compares the conditions found to national standards, best practices, and the experience of the consultants.

This evaluation is detailed and comprehensive. The scope of work involves assessing the department’s current staffing, organization, and delivery of services, identifying existing strengths, weaknesses, and costs in these areas and present potential options, recommendations, and implementation strategies for structural and procedural improvements in these areas.

Each of the following components will be addressed within the Scope of Work for the specified project. These components are each broken out separately within their respective sections of this Scope of Work to present a clear understanding of the overall project.

Related Information internal to the City of St. Cloud that is not available open source will be requested. All other information will be furnished by the consultant.



SCOPE OF WORK (A): STANDARDS OF COVER

The intent of this project is to produce a Standards of Cover (SOC) document that is based on industry best practices, including recognized NFPA standards; the methodology described in the "Community Risk Assessment: Standards of Cover, 6th Edition," published by the CPSE; and any federal and state mandates relative to emergency services.

Phase I: Project Initiation

Task 1-A: Project Initiation & Development of Work Plan

Dynamix Consulting Group will develop a project work plan based on the scope of work and converse with the community's project team to gain a comprehensive understanding of the organization's background, goals, and expectations for the project. This work plan will be developed identifying:

- Primary tasks to be performed
- Person(s) responsible for each task
- Timetable for each task to be completed
- Method of evaluating results
- Resources to be utilized
- Possible obstacles or problem areas associated with the accomplishment of each task

This exchange will also help to establish working relationships, make logistical arrangements, determine an appropriate line of communications, and finalize contractual arrangements.

Task 1-B: Acquisition & Review of Background Information

Dynamix Consulting Group will request pertinent information and data from the organization's assigned project manager. This data will be used extensively in the analysis and development of the CRA: SOC document. The documents and information relevant to this project will include, but not be limited to, the following:

- Past or current agency studies or research
- Community Comprehensive Plan documents, including current and future land use information
- Local census and demographics data
- Zoning maps and zoning code
- Financial data, including debt information, long-range financial plans, and projections
- Department administrative policies and procedures



- Department Standard Operating Guidelines (SOGs) and service delivery practices
- Current service delivery objectives and targets
- Facilities and apparatus inventories
- Local collective bargaining agreement(s), if applicable
- Automatic and mutual aid agreements
- Records management data
- Computer-Aided dispatch (CAD) incident records
- Local Geographic Information Systems (GIS) data, where available

Included in this proposal is one incident data/GIS evaluation from the CAD or RMS as identified by the client and one complete set of analyses of all other data to take place once the client identifies all data to be complete and submitted; additional analyses of data submitted after this time are billed at \$175/hour.

Task 1-C: Internal Stakeholder Input

The Dynamix Consulting Group project team will conduct interviews with and gather information from key personnel identified for this project such as:

- Elected or appointed officials
- EMS managers and other key staff
- Finance function managers
- Community planning staff
- Human resource function coordinator
- Employee/Labor groups
- Others as they may contribute to this project

The project team will interview key stakeholders of the study organization. At a minimum, members of the project team will interview appropriate community officials, fire department officials, volunteer association leaders, labor organization representatives, and others that the project team deems necessary.

From these interviews, Dynamix Consulting Group will obtain additional perspective on operational, economic, and policy issues facing the agency. In addition, the project team will learn more about availability of data necessary to meet projected goals.

Task 1-D: Site Visit

Dynamix Consulting Group will facilitate up to two days of meetings with stakeholders as identified by the client not to exceed 8 hours per day.



Phase II: Organizational Design and Management

Task 2-A: Description of the Department

Dynamix Consulting Group will develop an overview of the organization to include formation, governance, contributing factors, organizational design, an overview of the operating budget and financial resources, and current major capital assets (facilities and apparatus) relative to existing condition and use in future service delivery. This evaluation will include facilities and apparatus: age, condition, and deployment.

Task 2-B: Provision of Services Across The Jurisdiction

Dynamix Consulting Group will evaluate the services currently provided by the department to include a review of the current service delivery infrastructure, emergency response services, operational staffing, and resource distribution. An overview of the provision of services across the jurisdiction will be developed to evaluate deployment considerations, critical task analysis, and baseline performance.

Phase III: Community Risk Assessment

Dynamix Consulting Group will analyze community risks, growth projections, and land uses and interpret their impact on emergency service planning and delivery. Land use, zoning classifications, parcel data, incident type and severity, special risk, economic value, building footprint densities, occupancy data, and demographic information may be used, along with specific target hazard information, to analyze and classify community fire protection risk by geography and type. ESCI will use local planning/zoning data combined with available Geographic Information System (GIS) data to evaluate the physical risks of the community to include:

- Overall geospatial characteristics, including political and growth boundaries, construction, and infrastructure limitations
- Topography, including response barriers, elevation extremes, and open space/interface areas
- Transportation networks, including roads, rail lines, airports, and waterways
- Evaluation of physical assets protected

An interpretation of available census and community development data will be provided, indicating:

- Population history
- Census-based population and demographic information
- Community planning-based population information
- Transient population and demographic information (to the extent data is available)
- Population density
- Community land use regulations



- Occupancy types by land use designation
- Hazardous substances and processes
- Non-structural risk categorization

Dynamix Consulting Group will evaluate the current workload of the department and relate that analysis to the previously described community risk:

- Service Demand study that will analyze and geographically display current service demand by incident type and temporal variation
- A description of response and performance terminology along with how response performance is measured with the response time continuum
- How performance is affected by pre-incident planning

An analysis will be completed, and a matrix will be developed for the community's common and predictable risk types identifying staffing and resource needs. The matrix shall be developed with consideration to:

- Risk-specific staffing levels to meet the critical tasking analysis for the identified risks
- Apparatus assignments to accommodate the anticipated fire flows and other critical functions of the identified risks
- Time standards that will provide for effective initiation of critical tasks and functions
- Summary of currently available resources in a matrix format

Phase IV: Standards of Cover Development

Dynamix Consulting Group will conduct an organizational analysis of the department based on the elements included in the following objectives, with the purpose of assessing the agency's operations in comparison to industry standards and best practices, as well as to create benchmarks against which to compare future improvement.

Task 4-A Service Delivery and Performance

Dynamix Consulting Group will review and make observations in areas specifically involved in, or affecting, service levels and performance. A gap analysis will be conducted using NFPA 1710, Washington Administrative Code, or other applicable statutes as required. Areas to be reviewed shall include, but not necessarily be limited to:

- **Service Demand Study:** Analysis and geographic display of current service demand by incident type and temporal variation.



- **Resource Distribution Study:** Overview of the current facility and apparatus deployment strategy, analyzed through Geographical Information Systems, with identification of service gaps and redundancies. Performance models are based upon historical traffic data and actual unit performance for the period of evaluation.
- **Resource Concentration Study:** Analysis of response time to achieve full effective response force and analysis of company and staff distribution as related to effective response force assembly.
- **Response Performance Summary:** Analysis of actual system reflex time performance, analyzed by individual companies (to the extent data is available).
- **Mutual and Automatic Aid Systems**

Task 4-B: Establishment of Performance Objectives

Dynamix Consulting Group will analyze the current level of emergency services as compared to current or draft performance goals, industry standards, and best practices; and help determine recommended service levels.

Phase V: Plan for Maintaining and Improving Response Capabilities

Task 5-A: Overview of Improvement Plan

Dynamix Consulting Group will work with the department's management team to develop a methodology to allow the agency to measure future performance of the purpose of maintaining and improving response capabilities. Areas to be considered and evaluated include, but are not limited to:

- Staffing
- Unit concentration
- Service area gaps
- Station optimization

Task 5-B: Overall Evaluation, Conclusions, and Recommendations to Policy Makers

Dynamix Consulting Group will develop and analyze operational alternatives for emergency service delivery to identify options that can deliver the optimum levels of service identified in the previous task at the most efficient cost. Long-range options may include recommendations for facility relocation or new construction, selection, and deployment of resources, along with expectations for the degree of benefit to be gained, the extent to which it achieves performance targets, and potential negative consequences.



Phase VI: Development, Review, and Delivery of Final Report

Task 6-A: Development and Review of Draft Project Report

Dynamix Consulting Group will develop and produce an electronic draft version of the written CRA: SOC report for review by the client and client representatives.

Task 6-B: Delivery and Presentation of Final Standards of Cover

Dynamix Consulting Group will complete any necessary revisions of the draft and produce ten (10) publication-quality bound, final versions of the written CRA: SOC report. A formal presentation of the project report will be made by the Dynamix Consulting Group project team member(s) to staff, elected officials, and/or the public as necessary.

SCOPE OF WORK (B): STRATEGIC PLAN

What is Strategic Planning?

The strategic planning process results in a three-to-five-year work plan that is intended to guide the work effort of an organization toward a common set of goals and objectives. The process should include representation from every major interest group in the organization.

When is the best time to do a Strategic Plan?

A strategic plan can be completed as a stand-alone process or following the completion of a Long-Term Master Plan. The Master Plan is a 10–15-year planning period and typically results in a long list of work that needs to be completed. The Strategic Planning Process helps an organization to prioritize the goals and objectives into a manageable plan of work.

How can the Strategic Planning Workshop be completed in a single day?

Dynamix Consulting Group has intentionally designed our Strategic Planning Process to create as little of an interruption in our client's busy schedules as possible. To that end, our process includes as much advanced work as possible, thus allowing the in-person planning workshop to be completed in a single day rather than over the course of multiple days.



The Dynamix Consulting Group Strategic Planning Process



Task 1: Project Initiation & Scheduling

DCG will work with the client to develop an understanding of the organization's background, goals, and expectations for the strategic plan process. This meeting will also help to establish working relationships, make logistical arrangements, determine an appropriate line of communications, and finalize contractual arrangements.

Task 2: Online Member Survey

All members of the department will be invited to submit their individual, anonymous feedback via an online-survey. To ensure respondent anonymity, DCG will obtain survey responses confidentially. This will be accomplished using an internet-based survey accessible only by the intended participants. The survey results will be delivered directly to DCG. Member opinions will be solicited in the following areas:

- **An Organizational SWOT Analysis (Strengths, Weaknesses, Opportunities, and Threats):** Each member of the department identifies five issues for each category they believe are the strengths and weaknesses of the agency, and what are believed to be opportunities or threats facing the department.
- **Organizational Vision, Mission, and Values:** Each member of the department will have the opportunity to share their opinions on the current relevancy of the organization's mission, vision, and values (or lack thereof).



Task 3: Assessment of Customer Needs and Expectations

All members of the community will be invited to submit their individual, anonymous feedback via an online-survey. To ensure respondent anonymity, DCG will obtain survey responses confidentially. This will be accomplished using an internet-based survey accessible only by the intended participants. The survey results will be delivered directly to DCG.

DCG will rely on the client's community outreach efforts to encourage participation in the Customer Survey. The client should consider sharing the survey with:

Business owners

Service groups representative(s) (i.e., Chamber of Commerce, Rotary, Lions)

Prominent citizens in the community

Members of civic organizations

Media representative(s)

Multiple citizens who have been actual recipients of fire and EMS services respectfully

Representatives of neighborhood organizations and/or homeowner associations

Representatives of non-profit organizations

Representatives of local industry

Other citizen-customers as identified by the strategic planning group

The purpose of the Customer Survey is to identify:

How customers prioritize the services provided by the organization

Areas of customer concern about the organization

Customer expectations

Customers positive attributes of the organization

How "good service" is measured by the customer

Task 4: Pre-Workshop Virtual Client Review Session

This step is critical to allowing the Strategic Planning Workshop to be completed in a single day. DCG will review the results of the Member and Community Surveys with the client and offer recommendations for the 1-Day Strategic Planning Workshop in the following areas:

- **Mission Vision and Values:** Based on the Member Survey Feedback, if these elements are in need of an update, DCG will recommend that this be included as one of the Strategic Initiatives during the Strategic Planning Workshop.



- **Strategic Initiatives:** Based on the Member and Community Survey feedback, DCG will recommend broad Strategic Initiatives that will become the foundation of the Strategic Planning Session.
- **Work Groups:** DCG will ask the Client to establish small Work Groups for each of the established Strategic Initiatives. These Work Groups should include cross-section of the organization's membership as well as members with knowledge and experience specific to their assigned Strategic Initiative.
- **Workshop Introduction Packet:** DCG will solicit feedback from the client in the above three areas and then create a Workshop Introduction Packet for approval and distribution by the client. This packet will outline the entire Strategic Planning Process for the Workshop Participants, including assigning pre-workshop tasks to each Workgroup.

Task 5: The 1-Day Strategic Planning Workshop

DCG will open the workshop by presenting the results of the Member and Community Surveys. The agenda for the day will include the following:

- **Mission Vision and Values:** Review Member Survey Feedback; if these elements are in need of an update, DCG will guide the process of establishing a goal, objective, and related tasks to accomplish this work.
- **Introduction of Themes:** DCG will present 4 to 7 Strategic Initiatives that emerged from the survey results and will organize the Workshop Participants into their respective Workgroups.
- **Goal Development:** DCG will guide the Workgroups for establishing 3-5 goals which, if successfully completed, will accomplish the strategic initiative. The smaller workgroups facilitate deeper conversation, brainstorming, and discussion than a larger group allows. However, each small workgroup reports out to the full planning team to "cross-pollinate" ideas and concepts. This also creates buy-in from the larger team.
- **Objective and Outcome Statement Development:** DCG will then lead the workgroups through the process of developing objectives and creating an "outcome statement," which describes the intended outcome for the objective. The outcome statement may be a performance metric (e.g., Unit turn-out times improved by 20% over 2020 performance) or a simple outcome (e.g., A promotional guidance



document exists which assists upwardly mobile members prepare for promotional exams).

- **Timeline and Objective Assignments:** Once the initiatives, goals, objectives, and outcomes have been identified, timelines and objective assignments are established. DCG will facilitate assignment of timelines, ensuring relatively balanced workload over the life of the plan.

Sample Agenda:

The schedule for 1-day workshop will be as follows:

- **8:00 - 8:30** Project Introduction; Internal and External Stakeholder Survey Results
- **8:30-10:30** Review of Mission, Vision, and Values
- **1030-12:00** Development and Approval of Goals
- **12:00-1:00** Lunch will be brought in for the group
- **1:00-2:30** Development and Approval of Objectives
- **2:30-3:30** Development and Approval of Outcomes
- **3:30-4:30** Development and Approval of Timelines
- **4:30-5:00** Project Closeout

The goals and objectives established during this process will become management tools and should be updated on a continuous basis as priorities change and as specific goals or objectives are achieved. The goals and objectives can then be used to identify what has been achieved and to denote changes within the community and the organization. Following these goals and objectives will provide the department with the necessary direction and guidance into the future. This should also support the department by reducing the number of impediments, disruptions, and uncertainties for the organization and its members.

Task 6: Published Strategic Plan

DCG will develop and provide the client with a draft Strategic Plan electronically for review and comment. Any changes noted on the draft will be addressed by DCG, which will then produce five publication-quality bound, final versions of the written Strategic Plan document. An electronic version of the document will also be provided.



PROPOSED PROJECT FEE (3.6)

Dynamix Consulting Group is pleased to present the following formal cost proposal. The fee is inclusive of all expenses and not to exceed the following:

Total Cost for Project (not to exceed): **\$59,325**

Dynamix Consulting Group Pricing Proposal	
Standards of Cover Scope of Work	Price \$
Phase I: Project Initiation	
Task 1-A: Project Initiation & Development of Work Plan	\$ 1,050
Task 1-B: Acquisition & Review of Background Information	\$ 2,800
Task 1-C & 1-D: Internal Stakeholder Input & Site Visit	\$ 5,600
Phase II: Organizational Design and Management	
Task 2-A: Description of the Department	\$ 1,750
Task 2-B: Provision of Services Across The Jurisdiction	\$ 2,100
Phase III: Community Risk Assessment	
Research, acquisition, preparation, and development of the Community Risk Assessment specific to the St. Cloud Fire Rescue service area.	\$ 7,000
Phase IV: Standards of Cover Development	
Task 4-A Service Delivery and Performance	\$ 7,000
Task 4-B: Establishment of Performance Objectives	\$ 4,375
Phase V: Plan for Maintaining and Improving Response Capabilities	
Task 5-A: Overview of Improvement Plan	\$ 2,625
Task 5-B: Overall Evaluation, Conclusions, and Recommendations to Policy Makers	\$ 3,500
Phase VI: Development, Review, and Delivery of Final Report	
Task 6-A: Development and Review of Draft Project Report	\$ 2,625
Task 6-B: Delivery and Presentation of Final Standards of C	\$ 3,500
SOC Project Total	\$ 43,925
Strategic Plan Scope of Work	Price \$
Task 1: Project Initiation & Scheduling	\$ 700
Task 2: Online Member Survey	\$ 2,625
Task 3: Assessment of Customer Needs and Expectations	\$ 2,625
Task 4: Pre-Workshop Virtual Client Review Session	\$ 1,400
Task 5: The 1-Day Strategic Planning Workshop	\$ 4,200
Task 6: Published Strategic Plan	\$ 3,850
Strategic Plan Project Total	\$ 15,400
Total Cost for Project (not to exceed)	\$ 59,325



Included within this Project Fee is:

- **One site visit for the Standards of Cover (A)** that includes travel and accommodation expenses for two consultants for up to two days of meetings with stakeholders as identified by the client; there is an added cost of \$2,500 for each additional day or \$250/hour if less than 4 hours.
- **One site visit for the Strategic Plan (B)** that includes travel and accommodation expenses for two consultants for one day of meetings with stakeholders as identified by the client; there is an added cost of \$2,500 for each additional day or \$250/hour if less than 4 hours.
- The client will receive **one draft set of documents** for each element (A and B as outlined on the Scope of Work) and have the opportunity to return corrections or comments which may be incorporated into the final draft; there will be additional cost of \$250 any additional revisions requested after this time.
- **One in-person final presentation** to an audience of the Client's Choice.

Proposed Payment Schedule

- 10% payment due upon signing of the contract.
- Monthly invoicing thereafter as work progresses.

Information Relative to Cost Quotation

- Bid quotation is valid for 120 days.
- When requested, and in a timely manner, the client will provide data, information, and materials required for the completion of the objectives outlined in the Scope of Work submitted in this proposal.

Dynamix Consulting Group shall perform any additional work requested by the client at a rate of \$175 per hour.



PROJECT TIMELINE – STANDARDS OF COVER (A)

The schedule for this project is client-driven.

Step 1: Dynamix Consulting Group will initiate this project by scheduling a client project kickoff meeting within 7 days of receipt of a signed contract and deposit to occur at the convenience of the client.

Step 2: The client will upload the requested data for the project into the project Dropbox. This will occur at the convenience of the client.

Step 3: Dynamix will schedule a site visit within 30 days of completion of the data upload, subject to the client's availability and/or travel restrictions.

Step 4: Dynamix will provide a draft set of current conditions to the client within 60 days of completion of the site visit.

Step 5: Dynamix will provide a full draft report within 30 days of receipt of feedback on the current conditions from the client.

PROJECT TIMELINE – STRATEGIC PLAN (B)

Step 1: Dynamix Consulting Group will initiate this project by scheduling a client meeting within 7 days of notification to proceed following the completion of the Standards of Cover and deposit to occur at the convenience of the client.

Step 2 and 3: The client will receive draft internal and external surveys within 14 days of the receipt of the contract and deposit.

Dynamix will make any requested changes to the draft surveys within 7 days of receipt of client feedback. Survey participants should be granted 3 weeks to access and complete the surveys.

Step 4: Dynamix will schedule a meeting with the client to accomplish Step 4 within 30 days of the closing of the surveys.

Step 5: Dynamix will schedule the 1-day Strategic Planning Workshop at the convenience of the client. The client will receive the draft Strategic Plan for review within 30 days of the Strategic Planning Workshop.

Step 6: Dynamix will finalize the plan upon receipt of client feedback on the draft report.



ADDITIONAL INFORMATION

Dynamix Consulting Company would welcome the opportunity to work with the Charlestown Ambulance-Rescue Service. Dynamix Consulting Group is well-positioned to provide a superior level of customer service, responsiveness, and a timely project that we believe will exceed your expectations.



INSURANCE (3.7)

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 3/22/2022		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Acentra Insurance 435 S. Florida Ave, Suite 201 Lakeland FL 33801		CONTACT NAME: AMY BURGESS PHONE: 863.583.1942 FAX: (N/A) E-MAIL: AMY.BURGESS@ACENTRA.COM ADDRESS:		INSURER(S) AFFORDING COVERAGE NAIC # 32727		
INSURED Dynamix Consulting Group, LLC 111 Wigto Tower Road Lake Alfred FL 33850		License# 1100400 (FLACOR-01)		INSURER A: Underwriters at Lloyd's, London INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		
COVERAGES		CERTIFICATE NUMBER: 1378057691		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
ITEM LTR	TYPE OF INSURANCE	ADOL. SUBP. REQ. W/O	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ AGG ☐ LOC OTHER:		PSND135247671	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ HIRSD AUTOS ONLY ☒ SCHEDULED AUTOS		PSND135247671	12/1/2021	12/1/2022	CONSERVED SINGLE LIMIT (Per occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per occurrence) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	☐ WORKERS COMPENSATION AND EMPLOYERS LIABILITY (Any provision for PARTIAL or EXCLUSIVE OFFERINGS/ISSUANCE/COVERAGE? (Mandatory in FL) YES, describe work description of operations below	Y/N N/A				☐ STATUTE ☐ OTHER \$ \$ \$ \$
A	PROFESSIONAL LIABILITY		PSND135247671	12/1/2021	12/1/2022	AGGREGATE - POLICY LIMIT \$ 2,000,000 AGGREGATE
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
CERTIFICATE HOLDER				CANCELLATION		
FOR INFORMATIONAL PURPOSES ONLY				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 		
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ACORD 25 (2016/03)

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Worker's Compensation Summary of Insurance
with
Hartford Casualty Insurance Company
A member company of The Hartford
06/01/2022 - 06/01/2023

Policy Detail: Worker's Compensation
Policy States: FL

Location 1 Premises Address:
111 WGTO TOWER RD
LAKE ALFRED FL 33850

Worker's Compensation Coverages:

Employer's Liability Limits	Limit
Disease - Policy Limit	\$1,000,000
Bodily Injury – Accident	\$1,000,000
Disease - Each Employee	\$1,000,000

Attachment 'F'**RESPONDENT'S CERTIFICATION**

I have carefully examined the Invitation to Bid.

I hereby propose to furnish the services specified in the Invitation to Bid. I agree that my submittal will remain firm for a period of at least 90 days in order to allow the City adequate time to award bid.

I certify that all information contained in this submittal is truthful. I further certify that I am duly authorized to provide this submittal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation tendering a submittal for the same service, that no officer, employee or agent of the City of St. Cloud or any other respondent is interested in said submittal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Addendum Received: # N/A # # # # # #

DYNAMIX CONSULTING GROUP, LLC
NAME OF BUSINESS

[Signature]
SIGNATURE

Stuart McCutcheon, President
NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS
PO Box 68

Lake Alfred, FL 33850

CITY, STATE, ZIP CODE
Stuart@DynamixConsultingGroup.com

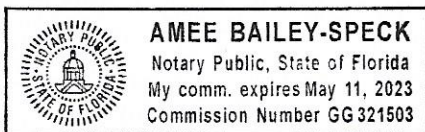
E-MAIL ADDRESS
(863) 662-1474

TELEPHONE NUMBER

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7/20/22 (date) by Amee Bailey (name of officer or agent, title of officer or agent) of (name of corporation acknowledging), a (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

[Notary Seal]



[Signature]
Notary Public

Name typed, printed or stamped

My Commission Expires:

Attachment 'F'**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE
PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted to the **CITY OF ST. CLOUD, FLORIDA**

by: Stuart McCutcheon, President

(print individual's name and title)

for: DYNAMIX CONSULTING GROUP, LLC

(print name of entity submitting sworn statement)

whose business address is: 111 WGTO Tower Rd Lake Alfred, FL 33850

and (if applicable) its Federal Employer Identification Number (FEIN) is: 85-3672265

*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
____ - ____ - ____).*

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a.) A predecessor or successor of a person convicted of a public entity crime; or
 - b.) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).
- ☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any

affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

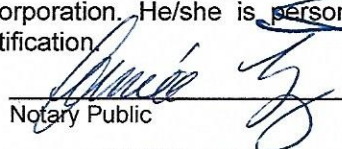
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


Signature

STATE OF FLORIDA
COUNTY OF DOCK

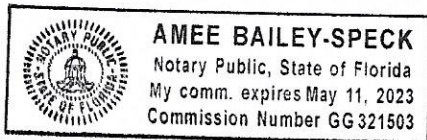
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7/20/22 (date) by Amee Bailey (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]


Notary Public

Name typed, printed or stamped

My Commission Expires: _____



Attachment 'F'

**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE
PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS**

This sworn statement is submitted to the CITY OF ST. CLOUD, FLORIDA

by: Stuart McCutcheon, President

(print individual's name and title)

for: DYNAMIX CONSULTING GROUP, LLC

(print name of entity submitting sworn statement)

whose business address is: 111 WGTO Tower Rd Lake Alfred, FL 33850

and (if applicable) its Federal Employer Identification Number (FEIN) is: 85-3672265

(If the entity has no FEIN, include Social Security Number of the individual signing this sworn statement:
____ - ____ - ____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provision pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 29 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature

STATE OF FLORIDA

COUNTY OF POLK

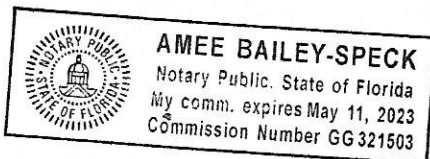
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7/22/22 (date) by Amee Bailey (name of officer or agent, title of officer or agent) of (name of corporation acknowledging), a (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____



Attachment 'F'

**BUSINESS ENTITY AFFIDAVIT
(VENDOR/BIDDER DISCLOSURE)**I, Stuart McCutcheon, President, being first duly sworn
state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of St. Cloud ("City") are (Post Office addresses are not acceptable), as follows:

85-3672265

Federal Employer Identification Number (If none, Social Security Number)

DYNAMIX CONSULTING GROUP, LLC

Name of Entity, Individual, Partners or Corporation

<u>111 WGTO Tower Rd</u>	<u>Lake Alfred</u>	<u>FL</u>	<u>33850</u>
Street Address Suite	City	State	Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
<u>Stuart Douglas McCutcheon</u>	<u>111 WGTO Tower Rd Lake Alfred, FL 33850</u>	<u>50%</u> %
<u>Mary-Ellen Lescoe Harper</u>	<u>70 NW 130th St Trenton, FL 32693</u>	<u>50%</u> %
		%

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

N/A

Signature of Affiant

Date

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7/20/22 (date) by AMEE BAILEY (name of officer or agent, title of officer or agent) of AMEE BAILEY-SPECK (name of corporation acknowledging), a PERSONALLY KNOWN (state or place of incorporation) corporation, on behalf of the corporation. He/she is PERSONALLY KNOWN to me or has produced PERSONALLY KNOWN (type of identification) as identification.

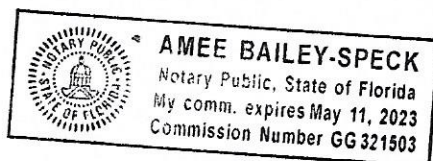
[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

42



Attachment 'F'

CITY OF ST. CLOUD
DRUG-FREE WORKPLACE COMPLIANCE FORM

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

(The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that DYNAMIX CONSULTING GROUP, LLC (Name of Business) does):

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

Vendor's Signature: [Signature]

Date 7/29/22

Print or Type Name/Title Stuart McCutcheon, President

STATE OF FLORIDA
COUNTY OF POLK

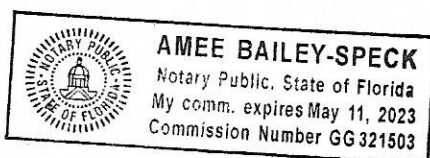
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7/20/22 (date) by Amee Bailey (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

[Signature]
Notary Public

Name typed, printed or stamped _____

My Commission Expires: _____



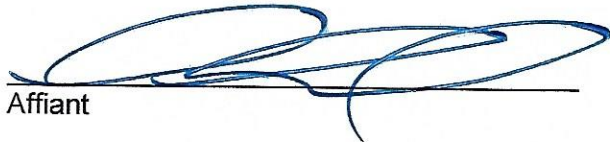
Attachment 'F'

NO LOBBYING AFFIDAVIT

STATE OF FLORIDA
COUNTY OFPolkThis 20th day of July, 20 22,

being first duly sworn, deposes and says that he/she is the authorized representative of _____

DYNAMIX CONSULTING GROUP, LLC (Name of contractor, firm or individual), maker of the attached submittal made in response to a request for bid, proposals, qualifications and/or any other solicitation released by the City of St. Cloud, and swears that the bidder and any of its agents agrees to abide by the City of St. Cloud's no lobbying restrictions in regard to this solicitation.

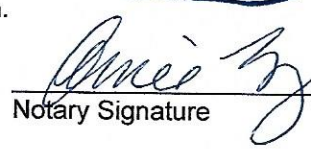
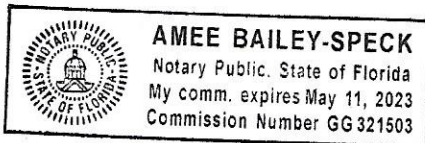


Affiant

Stuart McCutcheon, President
Print / Type Name & Title

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7/20/22 (date) by Amee Bailey (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

My commission expires:


Notary Signature

Florida Statutes:
287.135

**VENDOR CERTIFICATION
REGARDING SCRUTINIZED
COMPANIES LISTS**

Respondent Vendor Name: DYNAMIX CONSULTING GROUP, LLC
Vendor FEIN: 85-3672265
Vendor's Authorized Representative Name and Title: Stuart McCutcheon, President
Address: PO Box 68
City: Lake Alfred State: FL Zip: 33850
Phone Number: 863-662-1474
Email Address: Stuart@DynamixConsultingGroup.com

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S., or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or companies that are engaged in a boycott of Israel.

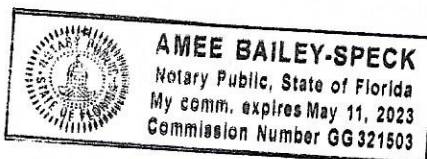
As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: Stuart McCutcheon, President
who is authorized to sign on behalf of the above referenced company
Authorized Signature Print Name and Title: [Signature]
Date: 7/20/22

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7/20/22 (date) by Amee Bailey (name of officer or agent, title of officer or agent) of (name of corporation acknowledging), a (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

[Notary Seal]



[Signature]
Notary Public

Name typed, printed or stamped

My Commission Expires: _____

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
(for agreements exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Contractor hereby certifies and attests to the accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

AFFIANT

Stuart McCutcheon, President

Typed Name of AFFIANT / AFFIANT Title

Date

STATE OF FLORIDA
 COUNTY OF PAOK

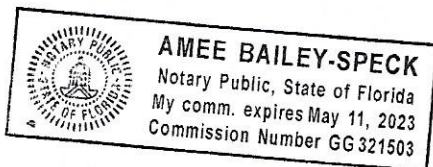
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7/20/22 (date) by Amee Bailey (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Amee Bailey
 Notary Public

Name typed, printed or stamped

My Commission Expires: _____



E-VERIFY COMPLIANCE FORM**Definitions:**

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of St. Cloud, Florida; and
- c) Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: DYNAMIX CONSULTING GROUP, LLC

Authorized Signature: 

Print Name: Stuart McCutcheon

Title: President

Date: 7/20/22

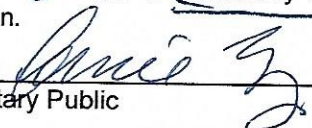
Phone: 863-662-1474

Email: Stuart@DynamixConsultingGroup.com

STATE OF FLORIDA
COUNTY OF POLK

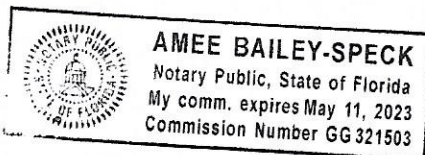
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7/20/22 (date) by Amee Bailey (name of officer or agent, title of officer or agent) of Amee Bailey (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Amee Bailey (type of identification) as identification.

[Notary Seal]


Notary Public

Name typed, printed or stamped

My Commission Expires: _____

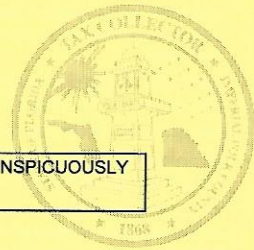


POLK COUNTY LOCAL BUSINESS TAX RECEIPT**ACCOUNT NO. 237325****CLASS: A****EXPIRES:****09/30/2023****OWNER NAME****LOCATION****STUART D MCCUTCHEON****111 WGTO TOWER RD
LAKE ALFRED****BUSINESS NAME AND MAILING ADDRESS****CODE****ACTIVITY TYPE****DYNAMIX CONSULTING GROUP LLC****540000****LTD PROFESSIONAL TECHNICAL**

DYNAMIX CONSULTING GROUP LLC

P.O. BOX 68

LAKE ALFRED, FL 33850

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTORTHIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY
DISPLAYED AT THE BUSINESS LOCATION**PAID - 826361 07/09/2022 OPY****OLP 31.50****DYNAMIX CONSULTING GROUP LLC**

State of Florida



Department of State

I certify the attached is a true and correct copy of Articles of Organization of DYNAMIX CONSULTING GROUP, LLC, a limited liability company, organized under the laws of the State of Florida, filed on October 15, 2020, as shown by the records of this office.

The document number of this company is L20000327888.



CR2E022 (01-11)

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Fourteenth day of February, 2022


Laurel M. Lee
Secretary of State

**Electronic Articles of Organization
For
Florida Limited Liability Company**

**L20000327888
FILED 8:00 AM
October 15, 2020
Sec. Of State
bcbiro**

Article I

The name of the Limited Liability Company is:
DYNAMIX CONSULTING GROUP, LLC

Article II

The street address of the principal office of the Limited Liability Company is:
111 WGTO TOWER RD
LAKE ALFRED, FL. US 33850

The mailing address of the Limited Liability Company is:
PO BOX 68
LAKE ALFRED, FL. US 33850

Article III

Other provisions, if any:
PUBLIC SAFETY CONSULTING

Article IV

The name and Florida street address of the registered agent is:
STUART MCCUTCHEON
111 WGTO TOWER RD
LAKE ALFRED, FL. 33850

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: STUART MCCUTCHEON

Article V

L20000327888
FILED 8:00 AM
October 15, 2020
Sec. Of State
bcbiro

The name and address of person(s) authorized to manage LLC:

Title: PRES
STUART MCCUTCHEON
111 WGTO TOWER RD
LAKE ALFRED, FL. 33850 UN

Title: VP
MARY-ELLEN HARPER
70 NW 130TH ST
TRENTON, FL. 32693 US

Signature of member or an authorized representative

Electronic Signature: STUART MCCUTCHEON

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.



Meeting: August 14, 2025

Agenda Item Type: Consent Agenda
Resolution No. 2025-129R

City Manager Agenda Item:

Resolution No. 2025-129R, 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 Partin Triangle Neighborhood Park, and assignment of that certain agreement between Osceola County and A-Ultimate Airboat & Eco Tours, LLC D/B/A Marsh Landing Adventures, LLC providing an effective date.

COST: The city will be responsible for the maintenance of the park and has budgeted \$19,500.00 per year.

This item is to authorize the Mayor to execute an Agreement between Osceola County and the City of St. Cloud.

Strategic Key Focus Areas:

High-Performing Government

Background Information:

On March 17, 2014 the County and City adopted the Joint Planning Area Interlocal Agreement ("JPA") to facilitate better intergovernmental relations and coordinate planning efforts. The First Amendment to the JPA, adopted June 8, 2015 required the city to ultimately annex certain County parks into the City of which Partin Triangle Neighborhood Park is one of those parks.

The Interlocal Agreement ("ILA") between the County and the City, in 2020, provided that the City accept transfer of ownership free of all liens and encumbrances of the park by October 1, 2021 and would receive the transfer of Park Impact Fees from the County.

The Agreement calls for the city to take over maintenance and operations of the park upon execution (estimated at \$19,500 per year), however the County must at its own expense remove and mitigate in accordance with the South Florida Water Management Districts direction, the septic tank and drain field on the property. The Agreement also requires the County to transfer to the city \$405,000 for improvements to the park. The City will also take over the airboat vendor contract and receive all associated revenue. The airboat vendor contract brings in approximately \$120,000 annually.

Below are the Park Impact Fees which have been transferred to the city from the County.

FY 20/21 - \$3,676,079.31

FY 21/22 - \$3,536,803.26

FY 22/23 - \$2,339,726.82

FY 23/24 - \$3,495,976.99

FY 24/25 (to date) - \$406,244.68

Total - \$13,454,831.06

Legal Authority:

Sec. 163.01, Florida Statutes & City Charter Section 2.04

Budget and Recommendation:

Finance Director's Comments:

Procurement Director's Comments:

City Manager's Comments:

City Manager recommends approval

City Council Action:

8/14/2025 Final Action

Attachments:

1. Partin Settlement ILA _ Final
2. Resolution No. 2025-129R
3. Agreement_AUA_dba_Marsh Landing_ EXP_06-30-2028

TRANSFER AND ACCEPTANCE OF REAL PROPERTY AGREEMENT FOR PARTIN TRIANGLE NEIGHBORHOOD PARK

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2025, 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 ____ acres, currently used for park purposes as Partin Triangle Neighborhood 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 County Deed, the Park (**Exhibit “A”**) to the City, within 180 days from the Effective Date of this Agreement, unless the time for conveyance is extended by agreement of the parties. 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. **SOUTH FLORIDA WATER MANAGEMENT DISTRICT CONDITION.** County shall at its expense, in accordance with all applicable laws and prior to the transfer of the Park hereunder remove and/or abandon the septic tank, drain field and associated infrastructure from the C-31 Canal right of way to the satisfaction of the South Florida Water Management District (District). The County shall obtain a Right of Way Occupancy Permit (ROW Permit) from the District, perform all work in compliance with the terms and conditions of the ROW Permit, and obtain approval of a final inspection of the work from the District.

4. **COUNTY FUNDS TO CITY.** Upon execution of this Agreement, the County shall transfer to City funds in the amount of FOUR HUNDRED AND FIVE THOUSAND AND 00/100 DOLLARS (\$405,000.00) ("County Funds"). The County Funds shall be solely used to construct the Improvements listed in **Exhibit "B"** attached hereto and incorporated herein. All Improvements must be constructed and completed within one hundred eight (180) days of the date of conveyance of the Park to City and any shortfall in County Funds will be the responsibility of the City. Any leftover funds may be returned to the County upon the County's request. As of the effective date of the transfer of the funds, the City shall take over all the maintenance of the Park.

5. **ASSIGNMENT OF AIRBOAT VENDOR CONTRACT.** As of the date of execution of this Agreement by County all rights and obligations of County contained in that certain agreement dated December 3, 2012 between the County and A-Ultimate Airboat & Eco Tours, L.L.C. d/b/a Marsh Landing Adventures, L.L.C. and any and all amendments thereto, including assignment to Spirit of the Swamp, LLC. County agrees that as of the first day of the month after the date of execution of this Agreement by County any and all monthly payments pursuant to the referenced vendor contract shall be payable to the City. County agrees to cooperate with City with regard to the execution of any assignment documents as may be required to complete the contemplated assignment.

6. **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 Parties. In the event of termination, the City shall return all funds transferred to the City as set forth above and this Agreement and the ILA as it relates to Partin Triangle Park shall immediately terminate without any consequence or future obligation to either Party, including but not limited to City's obligation to maintain the Park.

7. **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 Interlocal 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 hereto is intended 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.

8. **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

9. 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.

10. EFFECTIVE DATE. The effective date, “Effective Date,” of this Agreement shall be date last properly executed, as evidenced by dates under signatures.

11. 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**

Chairman/Vice-Chairman

ATTEST:

Clerk/Deputy Clerk of the Board

CITY OF ST. CLOUD

Chris Robertson, Mayor

ATTEST:

Ivy Llauro, City Clerk

EXHIBIT A
LEGAL DESCRIPTION

A parcel of land in Section 5, Township 26 South, Range 30 East, Osceola County, Florida, being a portion of Blocks 8, 9, 13, 25 & a portion of Sunnyside Avenue, Division Street, Hazel Avenue, Wabash Street and a Non-Dimensioned Alley, TOLIGA MANOR - UNIT A, according to the plat thereof, as recorded in Plat Book 1, Page 129 and a portion of Block 12 & the 10.00 foot Alley, RESUBDIVISION BLOCK 12 OF UNIT A TOLIGA MANOR, according to the plat thereof, as recorded in Plat Book 1, Page 150, all of the Public Records of Osceola County, Florida, being more particularly described as follows:

Commence at the North corner of Lot 1, Block 12, RESUBDIVISION BLOCK 12 OF UNIT A TOLIGA MANOR, according to the plat thereof, as recorded in Plat Book 1, Page 150 of the Public Records of Osceola County, Florida; thence S60°34'47"E, along the Southerly Right of Way line of Sunnyside Avenue, a distance of 55.30 feet to the Westerly Right of Way line of Central and Southern Flood Control District Canal C-31 per County Road Map Book 1, Pages 7 through 18 of the Public Records of Osceola County, Florida; thence departing said Southerly Right of Way line, run N52°11'25"E, along said Westerly Right of Way line, a distance of 292.82 feet to the Southerly Right of Way line of Lago Vista Boulevard, said point also being the Point of Beginning; thence departing said Westerly Right of Way line, run S60°34'47"E, along said Southerly Right of Way line, a distance of 200.21 feet to the Westerly Right of Way line of platted Canal, TOLIGA MANOR – UNIT A, according to the plat thereof, as recorded in Plat Book 1, Page 129 of the Public Records of Osceola County, Florida; thence departing said Southerly Right of Way line, run the following two (2) courses and distances along said Westerly Right of Way line: thence S51°26'12"W, a distance of 726.72 feet; thence S40°04'42"W, a distance of 23.59 feet to the Easterly Right of Way line of Florida's Turnpike; thence departing said Westerly Right of Way line, run N15°31'12"W, along said Easterly Right of Way line, a distance of 984.56 feet to the Southerly Right of Way line of Lago Vista Boulevard; thence S60°34'47"E, along said Southerly Right of Way line, a distance of 772.05 feet to the Point of Beginning.

Containing 7.74 acres, more or less.

EXHIBIT B
MEMORANDUM REPORT
FOR CITY COUNCIL
March 10, 2025

To: Linette Matheny, County Engineer / Executive Director of Environmental and Public Lands
From: Stephanie Holtkamp, Parks and Recreation Director
Thru: Scott Davidoff, Deputy City Manager
Subject: Partin Triangle Park
Date: March 10, 2025

The City entered into a subsequent agreement to the Joint Planning Area (JPA) Interlocal Agreement, referred to as the Parks Interlocal Agreement, with Osceola County on October 22, 2020. As part of this agreement, the City would assume ownership and responsibility for the maintenance of three (3) parks located within the JPA boundaries: Partin Triangle, Hickory Tree Community Park, and Narcoossee Community Center. Along with assuming ownership of these parks, the County would transfer Parks Impact Fees as outlined in the Joint Planning Area (JPA) Interlocal Agreement. The city would receive monthly impact fees from Parks Impact Fee District 3, which aligns with the current JPA boundaries. Since FY20/21, the city has collected \$13,454,828 in Parks Impact Fees, which have been used to fund the following projects:

PROJECT NAME	CITY COST
The Hastings Ranch (park property acquisition)	\$5,750,000
The Ranch (FKA Hastings Ranch) renovations	\$1,723,341
Chisholm Park Masterplan and phase I construction	\$4,500,000
Hopkins Park Masterplan and phase I construction	\$1,406,100
17 th St. Ballfield Expansion project	\$6,026,434
Rummell Rd. Trail Extension	\$2,854,043
Indiana Ave. (park property acquisition)	\$481,200
TOTAL	\$22,741,118

The estimated yearly cost for maintaining and operating Partin Triangle Park is approximately \$24,500. This covers the ongoing expenses associated with park upkeep, including landscaping, facility repairs, and general maintenance. Staff costs, which encompass salaries and wages for park maintenance personnel and related administrative duties, are also included in this figure. These funds ensure the park remains well-maintained and accessible for public use. As the City prepares for the transfer of ownership, these operational and staffing costs will become part of the City's ongoing responsibility to ensure the park is properly managed and serviced for the community's benefit.

As the City prepares for the upcoming transfer of Partin Triangle Park ownership within the next six months, staff conducted a thorough inspection of the park and its amenities. During this inspection, several issues were identified that require attention. We respectfully request that these items be addressed either through necessary repairs or by allocating the required funds to ensure

that these repairs are completed prior to the official transfer of ownership. Additionally, we respectfully request that the current caretaker be asked to vacate the property by the county and remove their mobile home to prevent any potential issues from arising.

REPAIRS	COST ESTIMATES
RAQUETBALL COURTS	
Walls Repair/Paint	\$14,000
Floors	\$20,000
Netting	\$400
GRILLS	
Replacement Price(s)	\$3,200
TENNIS COURTS	
Resurface	\$14,000
Windscreen	\$4,000
PLAYGROUND	
Playground structure, safety surfacing and shade structure	\$335,491
RESTROOMS	
Toilets, Urinal, Sinks	\$4,000
LIGHTNING DETECTION SYSTEM	
Earth Networks System	\$9,700
TOTAL COST ESTIMATE	\$404,791

This proactive approach will help to ensure that the park is in optimal condition and ready for the City to assume full responsibility, while also enhancing the quality of service to the community.

It is important to note that the public dock and ramp were not included in the evaluation for this report. Due to staff limitations and the inability to secure a qualified contractor within the week, an inspection of these areas was not conducted.

However, the dog park, pavilions, benches, tables, and grounds have been assessed and are in acceptable condition.

RESOLUTION NO. 2025-129R

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 PARTIN TRIANGLE NEIGHBORHOOD PARK, AND ASSIGNMENT OF THAT CERTAIN AGREEMENT BETWEEN OSCEOLA COUNTY AND A-ULTIMATE AIRBOAT & ECO TOURS, LLC D/B/A MARSH LANDING ADVENTURES, LLC 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 Partin Triangle 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

WHEREAS, County entered into an agreement with A. Ultimate Airboat & Eco Tours, LLC d/b/a Marsh Landing Adventures, LLC for the operation of an airboat concession at the park and now desires to assign all rights and obligation of that agreement to City.

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 Agreements between the City of St. Cloud and Osceola County of the transfer of Partin Triangle Park and the assignment of the agreement with A-Ultimate Airboat & Eco Tours, LLC d/b/a Marsh Landing Adventures, LLC 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 14th day of August, 2025.

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

**SECOND ADDENDUM TO THE MARSH LANDING ADVENTURES, LLC
AGREEMENT,**

This Second Addendum to the Agreement, (this "Addendum") by and between A-Ultimate Airboat & Eco-Tours, LLC d/b/a Marsh Landing Adventures, LLC 1495 Riviera Drive Kissimmee, FL 34744 and OSCEOLA COUNTY, a political subdivision of the State of Florida (referred to herein as the "County") is dated as of this 1st day of APRIL, 2019.

RECITALS:

WHEREAS, Marsh Landing Adventures, LLC entered into an Agreement with the COUNTY and approved on December 17, 2012.

WHEREAS, Marsh Landing Adventures, LLC entered into a First Addendum with the COUNTY and approved on October 19, 2015.

WHEREAS, prior to the end of the first term, the COUNTY and Marsh Landing Adventures desire to make modifications to the Agreement.

NOW THEREFORE, in consideration of the mutual premises, covenants and agreement herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

SECTION 1. OBLIGATIONS OF THE CONTRACTOR. Section 3. M. is hereby amended to read as follows:

M. Vessels

~~When using airboats, airboats with a maximum seating capacity no greater than six seven passengers are permitted for use in providing the services approved with this Agreement. Boats may be modified according to Coast Guard regulations but the overall maximum size of the boats may not exceed 8 ½' X 23 ½'. The number of passengers carried in each airboat will be determined and certified by US Coast Guard (USCG) regulations. The number of passengers so certified for each boat will be provided on USCG documents, unedited by the CONTRACTOR. The COUNTY may request documentation directly from the USCG. The new passenger seats will be related to the alpha-numeric identifiers currently assigned to each boat.~~

1. All vessels shall conform with the below listed minimum requirements:

a. All vessels operating from the COUNTY ramp shall have the approved business name and vessel number (as assigned for reporting purposes) clearly marked on both sides of the rudder, or the upper one third (1/3) of the cage area of the vessel, so as to be plainly visible from the port or starboard side of the vessel; with the vessel number no less than twelve inch (12") high block lettering of contrasting color and the business name no less than five and one-half inch (5 W") high block lettering of contrasting color;

b. Mufflers and carbon fiber ground adjustable propellers shall be installed on each airboat to reduce noise levels. The maximum noise level of the commercial airboat

operations is ninety (90) decibels (measure fifty (50) feet from the vessel) or the level allowed by law, whichever is more stringent;

c. If it is determined by the COUNTY that the commercial airboat operation is exceeding the maximum noise level decibels, then all operations on the boat ramp will cease until the noise level is reduced to an acceptable level;

d. All vessels shall have Global Positioning Systems (GPS) tracking units capable of recording and storing all travel route data, including at a minimum, Revolutions Per Minute (RPM), location coordinates. Access to GPS software shall be provided to the COUNTY for review and real time monitoring prior to starting operations. The GPS units and associated monitoring system shall be submitted to the COUNTY for review and approval prior to installation. The approved GPS tracking units and associated monitoring system shall be maintained during the entire length of this Agreement, including any Agreement extensions.

SECTION 2. PROJECT MANAGERS. Section 35.A. Project Managers is amended to read as follows:

A. The County Project Manager's contact information is as follows:

Lakes Advocate
~~Community Resources~~
Public Works
1 Courthouse Square
Kissimmee, Florida 34741
Phone 407-742-8653

SECTION 3. PUBLIC RECORDS. Section 14 Public Records is hereby amended to read as follows:

A. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Public Information Office
1 Courthouse Square, Suite 4400
Kissimmee, FL 34741
407-742-0100
BCCPIO@osceola.org

B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the COUNTY, as provided under section 119.011(2), Florida Statutes, the CONTRACTOR,

subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the COUNTY to perform the service.
2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure 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 records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.
5. If the CONTRACTOR does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the Agreement.

SECTION 4. SCOPE OF SERVICES. Section B. of Exhibit A is hereby amended to read as follows:

Section B. The CONTRACTOR shall have rescue, fuel spillage containment in the form of at least one petroleum absorbent boom of sufficient length to surround the largest boat, noise reduction and storage in place at the Contractor's facility at Partin Triangle Park and shall notify the County Project Manager in the event of any petroleum spill. The CONTRACTOR agrees that no more than 210 airboat/trips per week, Monday through Sunday, shall embark from the property providing the services under this Agreement. CONTRACTOR agrees that any unused trips shall not carry-over or add to the number of trips allowed in subsequent weeks.

SECTION 5. POWER AND AUTHORITY. Each party hereby represents and warrants to the other that each has full legal right, power and authority to enter into this Addendum and to perform its respective obligations hereunder.

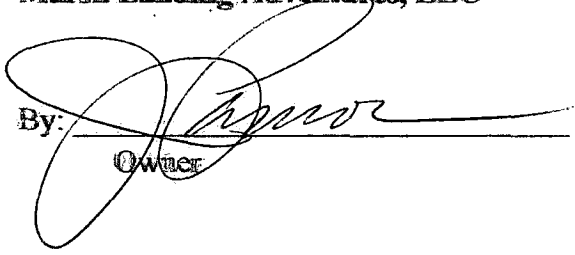
SECTION 6. EFFECT OF ADDENDUM. Except as modified by this Addendum, the current Agreement, and the current Exhibits thereof shall remain unaltered and in full force and effect and are hereby ratified and confirmed in all respects.

SECTION 7. EFFECTIVE DATE. This Addendum shall become effective on _____, 2019.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Marsh Landing Adventures, LLC, has caused this Addendum to be executed and delivered as of the day and year first above written.

Marsh Landing Adventures, LLC

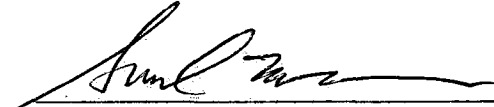
By: 

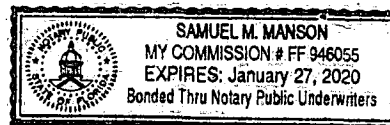
Owner

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by JAMES PASSMORE, as Owner of Marsh Landing Adventures, LLC a Florida non-profit corporation, on behalf of the corporation, and is personally known to me, or has produced PERSONALLY KNOWN as identification.

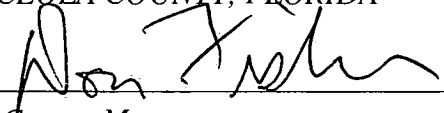
WITNESS my hand and official seal, this 14 day of MARCH, 2019.


Notary Public
State of Florida



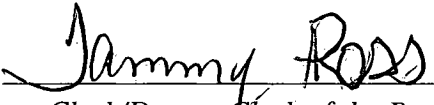
IN WITNESS WHEREOF, the Board of County Commissioners of Osceola County, Florida, has caused this Addendum to be executed and delivered as of the date first above written.

***BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA***

By: 
County Manager

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:*

04-01-19

FIRST ADDENDUM TO THE MARSH LANDING ADVENTURES, LLC AGREEMENT

This First Addendum to the Agreement, (this "Addendum") by and between A-Ultimate Airboat & Eco-Tours, Inc. d/b/a Marsh Landing Adventures, LLC 1495 Riviera Drive, Kissimmee, Florida 34744, and OSCEOLA COUNTY, a political subdivision of the State of Florida (referred to herein as the "County") is dated as of this 17 day of June, 2016.

RECITALS:

WHEREAS, Marsh Landing Adventures, LLC entered into an Agreement with the COUNTY on and executed December 3, 2012.

WHEREAS, Marsh Landing Adventures has fulfilled the requirements of the Agreement satisfactorily.

WHEREAS, prior to the end of the first term, the COUNTY and Marsh Landing Adventures desire to make modification to the Agreement.

NOW THEREFORE, in consideration of the mutual premises, covenants and agreement herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

I. MODIFICATIONS TO THE AGREEMENT

SECTION 1. TERM. The Agreement is hereby amended by revising Section 1.A. as follows:

- A. The term of this Agreement shall begin on January 1, 2013 and continue through June 30, 2028, June 30, 2023, and may be extended when in the best interest of the COUNTY.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR. The Agreement is hereby amended by revising Section 3.M. as follows:

M. Vessels

When using airboats, airboats with a maximum seating capacity no greater than ~~six~~ seven passengers are permitted for use in providing the services approved with this Agreement. Boats may be modified according to Coast Guard regulations but the overall maximum size of the boats may not exceed 8 1/2' by 23 1/2'.

1. All vessels shall conform with the below listed minimum requirements:

a. All vessels operating from the COUNTY ramp shall have the approved business name and vessel number (as assigned for reporting purposes) clearly marked on both sides of the rudder, or the upper one third (1/3) of the cage area of the vessel, so as to be plainly visible from the port or starboard side of the vessel; with the vessel number no less than twelve

inch (12") high block lettering of contrasting color and the business name no less than five and one-half inch (5 W") high block lettering of contrasting color;

b. Mufflers and carbon fiber ground adjustable propellers shall be installed on each airboat to reduce noise levels. The maximum noise level of the commercial airboat is ninety (90) decibels (measure fifty (50) feet from the vessel) or the level allowed by law, whichever is more stringent;

c. If it is determined by the COUNTY that the commercial airboat operation is exceeding the maximum noise level decibels, then all operations on the boat ramp will cease until the noise level is reduced to an acceptable level;

d. All vessels shall have Global Positional Systems (GPS) tracking units capable of recording and storing all travel route data, including at a minimum, Revolutions Per Minute (RPM), location coordinates. Access to GPS software shall be provided to the COUNTY for review and real time monitoring prior to starting operations. The GPS units and associated monitoring system shall be submitted to the COUNTY for review and approval prior to installation. The approved GPS tracking units and associated monitoring system shall be maintained during the entire length of this Agreement, including any Agreement extensions.

SECTION 5. CONTRACTORS FEES/ IMPROVEMENTS. The Agreement is hereby amended by revising Section 5.D. as follows:

D. Throughout the entire term of this Agreement in addition to the other considerations herein, the CONTRACTOR shall pay to the COUNTY the sum of ~~One Dollar and 00/100 Cents (\$1.00)~~ Two Dollars and 00/100 Cents (\$2.00) for each and every passenger using the CONTRACTOR's services from the SUBJECT PROPERTY, to be paid monthly on the first day of each month beginning with the effective date of this ~~Agreement~~ Addendum.

SECTION 6. NON-PERFORMANCE/TERMINATION. The Agreement is hereby amended by revising Section 6 as follows:

G. Should the COUNTY give Notice of Termination without cause after the CONTRACTOR has completed capital improvements which have been accepted by the COUNTY pursuant to the amended Sections A. 5. a. iv and v of Exhibit "A" Scope of Services, the COUNTY shall reimburse to the CONTRACTOR the costs for design, permitting and construction of the capital improvements. The COUNTY shall be responsible to pay for 100% of the costs if terminated without cause in the first year following completion and acceptance of the capital improvements and a reduction of 10% for each year thereafter (e.g. 90% of the costs if terminated without cause in year 2 following completion of the capital improvements, 80% in year 3, 70% in year 4, and so on until the reductions result in 0%).

SECTION 35. PROJECT MANAGERS. The Agreement is hereby amended by revising Section 35A. Project Managers as follows:

A. The County Project Manager's contact information is as follows:

Lakes Advocate
Community Resources
1 Courthouse Square
Kissimmee, Florida 34741
Phone 407-742-8653

EXHIBIT "A" SCOPE OF SERVICES. The Agreement is hereby amended by revising Exhibit "A" Scope of Services as follows:

Section A. 1. Services may be provided seven (7) days per week. Operating hours shall be from ~~8:00 A. M. to 6:00 P.M.~~ 7:00 A.M. to 7:00 P.M. Monday through Saturday, and from ~~12:00 P.M. to 6:00 P.M.~~ 11:00 A.M. to 7:00 P.M. Sundays. For clarification, operating hours shall be the time period during which a boat may be in the water. No boat may be launched prior to the starting time period in the morning and all boats must be out of the water or at the ramp ready to be removed prior to the ending time period each day.

Section A. 2. a. The CONTRACTOR shall ~~use an off site facility for coordinating~~ coordinate customers, sales, staging and initial education/marketing requirements of the proposed services. The CONTRACTOR shall provide the location of any on-site and/or the off-site facility to the COUNTY for approval prior to commencement of operations and shall make the facility(ies) available for inspection.

Section A. 2. b. ~~Customers may only be shuttled to the SUBJECT PROPERTY using approved vehicles and staged at the pavilion if necessary prior to boarding the assigned vessel.~~ The CONTRACTOR may only use the SUBJECT PROPERTY for staging passenger vehicles if the operations do not interfere with the public enjoyment of the park and there is adequate parking available for the public at all times.

Section A. 2. d. ~~Patrons that arrive will have advance reservations and pre-paid admission for the ecotourism tour, and no tickets, admissions or souvenirs will be able to purchased tickets~~ on the SUBJECT PROPERTY.

Section A. 5. a. Capital improvements required within the initial time frame required for the Scope of Services prior to operations beginning, or after, as deemed appropriate by the, COUNTY and the CONTRACTOR, are:

Section A. 5. a. iv. The CONTRACTOR may add additional dock space to accommodate future growth as needed, this shall be coordinated with the Project Manager. All expenses associated with the design, permitting and construction of the dock addition shall be borne by the CONTRACTOR. Any addition or expansion of the dock facilities shall be subject to County approval and all appropriate permits.

Section A. 5. a. v. The CONTRACTOR may construct a building of sufficient size to dispense informational brochures, sell tickets, souvenirs, and conduct other activities mutually agreeable to the COUNTY. The appearance and materials of the building shall be consistent with

Osceola County park architectural standards. All expenses associated with the design, permitting and construction of the building shall be borne by the CONTRACTOR. Any such facility, including additions or modifications, shall be subject to County approval and all appropriate permits. Upon expiration of this agreement the building shall be moved or it shall be given to the COUNTY.

Section B. The CONTRACTOR shall have rescue, fuel spillage, containment, noise reduction and storage in place. The CONTRACTOR agrees that no more than ~~twenty-four (24) airboat/trips each day~~ 210 airboat/trips per week, Monday through Sunday, shall embark from the property providing the services under this Agreement. CONTRACTOR agrees that any unused trips shall not carry-over or add to the number of trips allowed in subsequent weeks.

Section C. 3. The CONTRACTOR shall notify the COUNTY in writing, the removal, addition, and/or exchange of ~~the personnel~~ any SUBCONTRACTORS identified hereunder a minimum of fifteen (15) days prior to the removal, addition, and/or exchange becomes effective. The COUNTY shall have the right to review and refuse any addition/deletion or exchange of SUBCONTRACTORS hired by the CONTRACTOR.

II. POWER AND AUTHORITY. Each party hereby represents and warrants to the other that each has full legal right, power and authority to enter into this Addendum and to perform its respective obligations hereunder.

III. EFFECT OF ADDENDUM. Except as modified by this Addendum, the current Agreement, and the current Exhibits thereof shall remain unaltered and in full force and effect and are hereby ratified and confirmed in all respects.

IV. GOVERNING LAW AND VENUE. This Addendum shall be governed by and construed in accordance with the laws of the State. Venue for any action or proceeding to construe or enforce the provisions of the Addendum shall be in the Circuit Court in and for Osceola County, Florida.

V. COUNTERPARTS. This Addendum may be executed in multiple counterparts. Each such counterpart shall be deemed an original of this Addendum so that in making proof of this Addendum, it shall only be necessary to produce or account for one such counterpart.

VI. EFFECTIVE DATE. This Addendum shall become effective on June 17, 2016.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Marsh Landing Adventures, LLC, has caused this Addendum to be executed and delivered as of the day and year first above written.

Marsh Landing Adventures, LLC

By: _____

Owner

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by James Passmore, as Owner of Marsh Landing Adventures, LLC, a Florida non-profit corporation, on behalf of the corporation, and is personal known to me, or has produced FLDL P256-443-46-127.0 as identification.

WITNESS my hand and seal this 17th day of June, 2016.



Heidi Leann Haynes
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF906009
Expires 8/3/2019

Heidi Leann Haynes

Notary Public
State of Florida

IN WITNESS WHEREOF, the Board of County Commissioners of Osceola County, Florida, has caused this Addendum to be executed and delivered as of the date first above written.

***BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA***

By: _____

County Manager

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:***

October 15, 2015

AGREEMENT

THIS AGREEMENT is made by and between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY", and A-Ultimate Airboat & Eco Tours, L.L.C., d/b/a Marsh Landing Adventures, L.L.C., 1495 Riviera Drive, Kissimmee, Florida 34744, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for commercial ecotourism services at Partin Triangle Park Boat Launching Facility (SUBJECT PROPERTY), pursuant to RFP-11-2253-WV; and

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation.

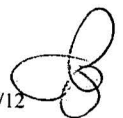
NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1. TERM.

- A. The term of this Agreement shall begin on January 1, 2013 and continue through June 30, 2023, and may be extended when in the best interest of the COUNTY.
- B. The COUNTY hereby further grants to the CONTRACTOR an option for an additional period of five (5) years based upon the CONTRACTOR'S commitment of capital expenditures for the park and boat launching facility.
- C. The CONTRACTOR shall provide the COUNTY with notice at least ninety (90) days prior to the expiration of the term, whether or not the CONTRACTOR intends to exercise said renewal option.

SECTION 2. SCOPE OF SERVICES.

- A. The CONTRACTOR has been selected for the safe provision of commercial ecotourism services from the Partin Triangle Boat Launching Facility that enhance and encompass the full breadth and scope of Osceola County's tourism industry. The primary objective of this Agreement is to outline standards for operation that are compatible with the authorized public use of the park and/or boat ramp facility, as well as to preserve and promote the lake's shoreline and natural amenities.



- B. The CONTRACTOR will furnish and install all necessary labor, materials, and equipment to complete the services set forth herein, including **Exhibits "A", "B", "C", and "D"**, which are attached hereto and incorporated herein. It is understood that the services in **Exhibit "A"** may not be all-inclusive and may be modified by written request of the CONTRACTOR so long as the COUNTY consents to same. The County Manager, or his designee, is hereby granted the authority to accept additional activities on behalf of the COUNTY. Written evidence of such acceptance must be provided to the CONTRACTOR in order for any additional activities to be valid.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the COUNTY, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the COUNTY, or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set forth herein, when providing services for the COUNTY in accordance herewith.
- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in this Agreement.
- D. The CONTRACTOR will maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. All vessel operators shall have a minimum of two (2) years of experience in the ecotourism business (Ecotourism as used herein is defined as responsible travel to natural areas that conserves the environment and improves the well-being of local people). The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work. The COUNTY must approve in advance any and all sub-contractors.
- E. The CONTRACTOR must not have any actual or potential conflicts of interest with, or adversarial litigation against the COUNTY or any of its officers or employees. The COUNTY retains sole discretion to determine whether actual or potential conflicts of interest exist related to the CONTRACTOR.
- F. Maintenance Requirements
1. Routine maintenance and replacement of equipment and improvements in the designated area shall be the sole responsibility of the CONTRACTOR. An

aerial view location map of the Partin Triangle Park of the premise boundary (designated area) from where the services are to be provided has been included in **Exhibit "B"** which is attached hereto and incorporated herein.

2. A list of the minimum maintenance responsibilities is set forth in **Exhibit "C"** which is attached hereto and incorporated herein.
3. No less than once per month, the CONTRACTOR shall conduct a boat ramp inspection to ensure the boat ramp and improvements are kept in optimal condition.

G. Reporting

1. The CONTRACTOR will maintain records of each and every vessel launched from the SUBJECT PROPERTY, including the number of passengers on the vessel for each launch (excluding captain of the vessel), and the name of the captain. The CONTRACTOR shall submit a summary report to the designated COUNTY representative monthly on the first of each month, and shall make all records available upon request by the COUNTY, within twenty-four (24) hours of notice from the COUNTY. The report shall include at a minimum the following statistical data:
 - a. Number of trips
 - b. Number of passengers for each boat
 - c. Activity summary for allowed uses.
2. On an annual basis starting with January 1, 2014, the CONTRACTOR will provide to the COUNTY with a report outlining the economic impact to the COUNTY as a result of operating the ecotourism services from the Partin Triangle Park Boat Launching Facility.
3. At the conclusion of each boat ramp inspection as outlined herein, the CONTRACTOR shall complete a Boat Ramp Inspection Report and provide same to the designated COUNTY representative prior to the first day of each month. A sample Boat Ramp Inspection Report Form has been included in **Exhibit "D"** which is attached hereto and incorporated herein.

H. Plans/Submittals

1. Vessel Approval Submittals

The CONTRACTOR shall provide to the designated COUNTY representative photographs with complete manufacturer's specifications for all vessels to be utilized. A listing outlining any modifications or changes to the manufacturer's specifications; [i.e. seating capacity, flotation, et cetera] shall also be provided. The CONTRACTOR shall also provide copies of license and registrations for all vessels. All of this current documentation is due to the designated COUNTY representative no later than ten (10) days after award of this Agreement. In addition, the CONTRACTOR shall provide this information to the designated COUNTY representative for review and approval in writing prior to placing the respective vessel into operation.

The CONTRACTOR shall submit each boat proposed for use in this Agreement for testing to ensure performance within required regulations prior to putting the boat into operation. Test results, performed by a certified testing facility, shall be provided to the COUNTY for review and approval prior to placing the respective boat into operation. The COUNTY may request tests periodically if necessary to ensure compliance. The CONTRACTOR shall not use boats for the operations in this Agreement unless approved by the COUNTY.

2. Travel Routes

All proposed tour travel routes shall be submitted to the COUNTY in writing for approval prior to commencement. The CONTRACTOR shall not deviate from the approved routes. Necessary modifications or route deviations shall be reviewed and approved by the COUNTY prior to modification or route deviation implementation.

The CONTRACTOR shall be required to obtain updated snail kite nesting data from the Florida Fish & Wildlife Conservation Commission's Snail Kite Coordinator no less than once per month (as released by the Snail Kite Coordinator). In the event the updated report identifies a potential issue with the travel routes currently in use, the CONTRACTOR shall immediately communicate with the COUNTY to coordinate a revision to the travel routes to accommodate sensitive habitat areas.

3. Business Plan

The CONTRACTOR shall maintain a business plan (including at a minimum the personnel and operations to meet the requirements of this Agreement, environmental education overview program for the off-site, on-site and tour operations, as well as rescue, fuel spillage, containment, noise reduction, and storage plans for the vessels) for commercial ecotourism activities/services. A copy of the business plan shall be submitted to the designated COUNTY representative for approval prior to service operations from the SUBJECT PROPERTY, and shall be updated and resubmitted annually prior to January 1 each year.

- I. The CONTRACTOR shall implement Capital Improvements, as indicated in **Exhibit "A"**, at their expense and within a schedule agreed to by the County Manager. The required Capital Improvements must be approved by the County Manager, comply with all applicable government permits and regulations, and the CONTRACTOR shall provide said Improvements at its sole expense.
- J. Title to all improvements erected or otherwise furnished by the CONTRACTOR shall immediately vest to the COUNTY subject to acceptance by the COUNTY of the improvements.
- K. If the CONTRACTOR proposes a change to the original Scope of Services in this Agreement and the COUNTY accepts and authorizes the change to the Scope of



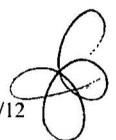
services, it will be the CONTRACTOR'S sole responsibility, and at the CONTRACTOR'S expense to upgrade existing improvements and/or to install additional improvements to accommodate the additional services. All proposed changes shall be submitted in writing to the designated COUNTY representative.

- L. The CONTRACTOR shall use the COUNTY's name and/or brand of the COUNTY's choosing in all advertisement and literature concerning their operations at the Partin Triangle Park for the duration of this Agreement. Use shall be subject to prior review and approval in writing by the COUNTY"; with the COUNTY retaining sole right to instruct the CONTRACTOR to discontinue its use of the COUNTY's name and/or brand, or to revise its advertisement and literature to accommodate the COUNTY's new and or revised marketing strategies, branding and/or plans.

M. Vessels

When using airboats, airboats with a maximum seating capacity no greater than six passengers are permitted for use in providing the services approved with this Agreement.

1. All vessels shall conform with the below listed minimum requirements:
 - a. All vessels operating from the COUNTY ramp shall have the approved business name and vessel number (as assigned for reporting purposes) clearly marked on both sides of the rudder, or the upper one third (1/3) of the cage area of the vessel, so as to be plainly visible from the port or starboard side of the vessel; with the vessel number no less than twelve inch (12") high block lettering of contrasting color and the business name no less than five and one-half inch (5 1/2") high block lettering of contrasting color;
 - b. Mufflers and carbon fiber ground adjustable propellers shall be installed on each airboat to reduce noise levels. The maximum noise level of the commercial airboat operations is ninety (90) decibels (measure fifty (50) feet from the vessel) or the level allowed by law, whichever is more stringent;
 - c. If it is determined by the COUNTY that the commercial airboat operation is exceeding the maximum noise level decibels, then all operations on the boat ramp will cease until the noise level is reduced to an acceptable level; and
 - d. All vessels shall have Global Positioning Systems (GPS) tracking units capable of recording and storing all travel route data, including at a minimum, Revolutions Per Minute (RPM), location coordinates. Access to GPS software shall be provided to the COUNTY for review and real time monitoring prior to starting operations. The GPS units and associated monitoring system shall be submitted to the COUNTY for review and approval prior to installation. The approved GPS tracking units and



associated monitoring system shall be maintained during the entire length of this Agreement, including any Agreement extensions.

SECTION 4. **STANDARD OF CARE.**

- A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the COUNTY's stated scope of services and industry standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 5. **CONTRACTOR'S FEES/IMPROVEMENTS.**

- A. Beginning on **January 1, 2013**, for the right to use the COUNTY public park facilities to provide the ecotourism services provided herein, the CONTRACTOR shall pay to the COUNTY the sum of Sixty Thousand and Twelve Dollars and 00/100 Cents (\$60,012.00) plus any applicable taxes annually, to be paid in equal monthly installments. The first payment shall be due on the first day of the first month that this Agreement is effective.
- B. Beginning on **January 1, 2018**, the CONTRACTOR shall pay to the COUNTY the sum of Sixty-Six Thousand and Twelve Dollars and 00/100 Cents (\$66,012.00) plus any applicable taxes annually, to be paid in equal monthly installments for the term of this Agreement.
- C. The CONTRACTOR shall provide the COUNTY with notice at least ninety (90) days prior to the expiration of the term, whether or not the CONTRACTOR intends to exercise said renewal option. During any renewal term, all the terms and provisions of this Agreement shall remain, but payment of the fee as outlined in Section 5, subparagraph A, of this Agreement shall be increased to Seventy Two Thousand Twelve and 00/Dollars (\$72,012.00) per year, paid in equal monthly installments, beginning with the first day of the renewal term and continuing through the end of the renewal period.

- D. Throughout the entire term of this Agreement in addition to the other considerations herein, the CONTRACTOR shall pay to the COUNTY the sum of One Dollar and 00/100 Cents (\$1.00) for each and every passenger using the CONTRACTOR's services from the SUBJECT PROPERTY, to be paid monthly on the first day of each month beginning with the effective date of the Agreement.
- E. For all monthly payments noted in this Section, payment shall be due on the first day of each month. The funds shall be transferred monthly through Electronic Funds Transfer (EFT). Immediately upon the effective date of this Agreement, CONTRACTOR shall make EFT arrangements through COUNTY's Comptroller's Office. In the event the funds are not received as set forth above, CONTRACTOR will have three (3) business days to pay the COUNTY the amount due and owing. If CONTRACTOR fails to remit same, the COUNTY may terminate this Agreement in accordance with Section 6 herein.
- F. In addition to the payments noted above, the CONTRACTOR shall make the necessary capital improvements to the SUBJECT PROPERTY to provide legal access to the canal for the proposed operations. The CONTRACTOR shall not begin operations on the subject property until the capital improvements have been installed and accepted by the COUNTY. All capital improvements, as outlined in **Exhibit "A"**, shall be completed within six (6) months of the effective date of this Agreement or the Agreement may be terminated by the County. Likewise, should the County be unable to obtain and/or maintain the necessary permits, including but not limited to permits from South Florida Management District, the County may cancel this agreement and notwithstanding Section 6 shall not be responsible for any type of reimbursement, including but not limited to reimbursement for capital improvements or any other damages to the Contractor.

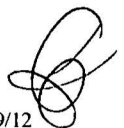
SECTION 6. NON-PERFORMANCE / TERMINATION.

- A. Either party may terminate this Agreement, with or without cause, given appropriate written notice to the other party.
- B. This Agreement may be terminated by either party, without cause, given ninety (90) calendar days written notice to the other party, in accordance with the notice provision of this Agreement. Should the COUNTY give Notice of Termination without cause within the first ten years of the Agreement and after the CONTRACTOR has completed capital improvements which have been accepted by the COUNTY, then the COUNTY shall reimburse to the CONTRACTOR the costs for design, permitting and construction of the capital improvements. The COUNTY shall be responsible for 100% of the costs if terminated without cause in the first year of this Agreement, and a reduction of 10% for each year thereafter (e.g., 90% of the costs if terminated without cause in year 2, 80% in year 3, 70% in year 4, and so on until the reductions result in 0% after year 10). The COUNTY shall not be required to pay for any of these costs if the Agreement is terminated without cause by the CONTRACTOR. Should the CONTRACTOR



terminate without cause after the permits have been obtained for construction of the capital improvements but before demolition of the existing dock structure, the CONTRACTOR shall provide the COUNTY all documents associated with the permits and construction of the capital improvements. Should the CONTRACTOR terminate without cause after permits have been obtained for construction of the capital improvements, demolition of the existing dock, and/or construction is underway but not completed and accepted by the COUNTY for the capital improvements, then the COUNTY will be entitled to draw on the Performance Bond to complete construction of the capital improvements underway.

- C. This Agreement may be terminated by either party, with cause, given fifteen (15) calendar days written notice to the other party, in accordance with the Notice provision of this Agreement, except as specifically set forth herein for termination related to non-payment of fees, in which case the termination will be effective with the expiration of the three-day payment period after notification of failure to pay. Upon termination of this Agreement, the CONTRACTOR shall remove, or cause to be removed, any and all property not accepted and owned by the COUNTY. Failure to abide by any terms of this agreement shall be considered cause.
- D. Due to the specific operational requirements with respect to assigned routes, speed of vessels and noise generated near residential neighborhoods, and parking or storage on the SUBJECT PROPERTY, the COUNTY deems it imperative to require strict compliance with the operational commitments included in this Agreement, as well as with applicable rules and regulations. As a result, documented instances of non-compliance with the locations, RPM, and noise generated by the CONTRACTOR, as well as parking or storage of vehicles or trailers not in compliance with this Agreement, or creating impediments to public parking of passenger vehicles or boat trailers, shall result in an automatic \$1,000 payment to the COUNTY by the CONTRACTOR. Payment shall be made no later than fifteen (15) calendar days of notice from the COUNTY, including documentation of non-compliance. Should the CONTRACTOR dispute the instance of non-compliance, a letter with all applicable grounds for dispute shall be provided to the COUNTY within ten (10) calendar days of notice from COUNTY, after which the County Manager shall stay the payment until a decision is made by the County Manager on the disputed instance. Should the County Manager uphold the instance as being in non-compliance, a notice shall be sent to the CONTRACTOR with the decision and requirement for payment, within fifteen (15) calendar days for payment from the date of Notice. Notice shall have been deemed to have been received on the date it is postmarked by the Post Office for delivery or signed received by the CONTRACTOR if hand



delivered. A pattern or frequency of non-compliance, as well as failure to pay the required payment, shall be considered cause for termination of this Agreement.

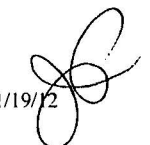
- E. Upon termination by the COUNTY, the CONTRACTOR shall vacate and surrender the property to the COUNTY. At such time all buildings, structural improvements, and fixtures erected or placed on the property by the CONTRACTOR shall become the absolute property of the COUNTY. When all charged and damage claims due to the COUNTY have been paid in full, the CONTRACTOR will be permitted, within a reasonable period, but not to exceed thirty (30) days from the date of payment, to enter upon the property and remove any and all personal property located thereon. Failure to remove said property within the time period set forth above shall result in the forfeiture of any such remaining property for the COUNTY to dispose of as it deems appropriate.
- F. Upon termination by the COUNTY or the CONTRACTOR, if after the expiration of the applicable notice period, the CONTRACTOR has not vacated property, the CONTRACTOR agrees to the immediate entry of a judgment of possession and waives any and all defenses to same. The CONTRACTOR further agrees to pay any and all fees and costs associated with removal of the CONTRACTOR from the property, including reasonable clean up, disposal and attorney's fees.

SECTION 7. OWNERSHIP OF THE PREMISES.

The provisions of this Agreement do not in any way grant to the CONTRACTOR an ownership right, title or interest, in the SUBJECT PROPERTY, nor shall the CONTRACTOR have the authority to create, or cause to be filed, any liens for labor and/or materials on or against any part of the property. Title to all permanent improvements erected, repaired or otherwise furnished by the CONTRACTOR shall immediately vest to the COUNTY upon acceptance by the COUNTY. The parties acknowledge that the CONTRACTOR cannot control the filing of frivolous liens by third parties which are unrelated to any labor and/or materials furnished on the SUBJECT PROPERTY.

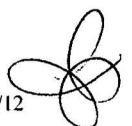
SECTION 8. ENTRY AND INSPECTION.

During the entire term of the Agreement, or any extension hereof, the COUNTY shall have the right to enter upon and inspect any and all premises used for the performance of this Agreement, for any purpose, at any reasonable time, so long as twenty-four hours notice is provided to the CONTRACTOR. If the COUNTY has to enter into any of the off-site facilities or vehicles/vessels, the COUNTY shall enter only with the approval of the CONTRACTOR and in the presence of the CONTRACTOR's representative.



SECTION 9. **INSURANCE.**

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:
1. AUTOMOBILE (ANY AUTO): Combined Single Limit: \$1,000,000.00 per accident
 2. GENERAL LIABILITY: \$1,000,000.00 each occurrence;
 3. GENERAL AGGREGATE: \$2,000,000.00;
 4. EXCESS COVERAGE: \$1,000,000.00; and,
 5. WATERCRAFT LIABILITY: \$1,000,000.00 each occurrence;
 6. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the COUNTY in the event of litigation against same; and,
 7. BUILDER'S RISK : The CONTRACTOR shall purchase and maintain Builder's Risk Insurance upon the entire work at the site to the full insurable value thereof for the duration of any construction projects until final acceptance by the COUNTY. This insurance shall insure against the perils of extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, vandalism, flood, earthquake, sink holes, and malicious mischief. If any damages are not covered under the "all risk" insurance, the CONTRACTOR, at its cost, shall effect and maintain similar property insurance on portions of the work stored off site or in transit when such portions of the work are to be included in an Application for Payment.
- B. The CONTRACTOR shall name the "Osceola County Board of County Commissioners" as a certificate holder and/or as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the COUNTY with proof of same.
- C. The CONTRACTOR shall provide the COUNTY's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR,



2. The specified job by name and job number,
 3. The name of the insurer,
 4. The number of the policy,
 5. The effective date,
 6. The termination date,
 7. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.

SECTION 10.

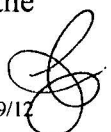
PERFORMANCE AND PAYMENT BOND.

In order to guarantee that the Capital Improvements required hereunder are completed by the CONTRACTOR, the CONTRACTOR must provide a Performance and Payment Bond, in a form acceptable to the COUNTY, in an amount equal to one hundred percent (100%) of the contract price for the Improvements as verified and approved by the COUNTY. The Performance and Payment Bond must be kept current until acceptance of all the required Improvements by the COUNTY. If at any time the CONTRACTOR fails to complete construction within acceptable standards and in accordance with approved plans, the COUNTY may draw on the Performance and Payment Bond to complete the Improvements.

In addition, the COUNTY reserves the right to request a Payment and Performance (P&P) Bond from the CONTRACTOR at any time during the contractual term of this Agreement at the sole discretion of the COUNTY. Upon request from the COUNTY, the CONTRACTOR shall submit to the COUNTY a Payment and Performance Bond as follows:

- A. Performance and Payment Bond: Upon request from the COUNTY, the CONTRACTOR shall furnish a Performance and Payment Bond, or alternative form of performance and payment security such as; a money order, certified or cashier's check, cash (U.S. currency only), irrevocable letter of credit; equaling one hundred percent (100%) of the total amount awarded under the project. Receipt of said Performance and Payment Bond or alternative form of security; shall occur no later than ten (10) calendar days after award of the project. No commencement of work shall be authorized by the COUNTY without receipt of the Performance and Payment Bond or alternative security.

1. The Performance and Payment Bond shall be submitted in the form of a Payment and Performance Bond; in the amount of **one hundred percent (100%) of the total amount awarded under the project**, made payable to Osceola County Board of County Commissioners, issued by a Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.
 - a. The Surety must be rated as "A+"® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com
 - b. In lieu of a Payment and Performance Bond, the CONTRACTOR may select one (1) of the below listed alternative methods to provide the required security:
 - i. A money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of **one hundred percent (100%) of the total amount awarded under this project**, made payable to the Osceola County Board of County Commissioners;
 - ii. An irrevocable Letter of Credit drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of **one hundred percent (100%) of the total amount awarded under this project**, made payable to the Osceola County Board of County Commissioners. The irrevocable Letter of Credit shall contain the following:
 - The "Beneficiary" shall be stated as:
Osceola County Board of County Commissioners
1 Courthouse Square
Kissimmee, Florida 34741
 - The Letter of Credit shall also contain the following language:
"It is a condition of this letter of credit that it shall be deemed automatically extended without amendment for one (1) year from the present or any future expiration date of this letter of credit unless at least forty-five (45) days prior to such expiration date we notify the beneficiary by certified mail that we elect not to consider this letter of credit renewed for such additional period."
 - iii. Cash (U.S. currency only).
 - c. The terms of the Payment and Performance Bond or alternative form of security used shall be:
 - i. The CONTRACTOR shall assure faithful performance of the



- project;
- ii. The CONTRACTOR shall assure timely payments to all persons providing labor, materials and/or supplies used in the performance of the work associated with the project;
 - iii. Any interest earned as a result of the COUNTY depositing the accepted money order, certified or cashier's check, or cash received into an interest bearing account shall be retained by the COUNTY; and,
 - iv. Nothing in this section shall be construed to limit the authority of the Board, the County Manager, or the Procurement Services Manager to require other security in addition to, or in lieu of, those bonds or in circumstances other than those specified herein, when in the best interest of the COUNTY.
- d. Return of Payment and Performance Bond or alternative form of security used. It shall be the sole responsibility of the CONTRACTOR to request in writing from the COUNTY the return of the Payment and Performance Bond or alternative form of security used. The request shall be considered no earlier than thirty (30) calendar days upon completion and final acceptance of the COUNTY, or expiration in a satisfactory manner of the Agreement associated with the project. Payment and Performance Bonds or alternative form of security used shall not be returned unless requested by the CONTRACTOR in writing.

SECTION 11. COUNTY OBLIGATIONS.

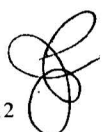
At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

SECTION 12. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action,



proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 14. PUBLIC RECORDS.

The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law.

SECTION 15. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 16. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein. Licenses shall include, but not be limited to the following:

- A. Commercial Vessel Registration
- B. U.S. Coast Guard Captain's License
- C. Osceola County Local Business Tax Receipt (formerly known as Occupational License)

All vessel operators shall individually possess currently valid applicable federal, U. S. Coast Guard, state and local licensing.

SECTION 17. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments (including but not limited to, Osceola County government, Florida Fish & Wildlife Conservation Commission, Florida Department of Environmental Protection, South Florida Water Management District, United States Army Corps of Engineers, United States Department of



Environmental Protection, and the United States Fish & Wildlife Service), as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 18. **INDEMNIFICATION.**

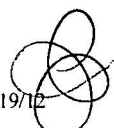
The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

SECTION 19. **SOVEREIGN IMMUNITY**

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 20. **BANKRUPTCY OR INSOLVENCY.**

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding the notice requirements of Section 6 hereof.



SECTION 21. **BINDING EFFECT.**

This Agreement and the services provided for herein shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 22. **ASSIGNMENT.**

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the COUNTY.

SECTION 23. **SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

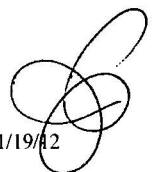
SECTION 24. **WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

SECTION 25. **NOTICE.**

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONTRACTOR shall be in writing and given by way of hand delivery, or by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY:	Osceola County Attention: Procurement Services 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741
CONTRACTOR:	A-Ultimate Airboat & Eco Tours, L.L.C., d/b/a Marsh Landing Adventures, L.L.C. Attention, James C. Passmore, Owner 1495 Riviera Drive Kissimmee, Florida 34744



SECTION 26. **MODIFICATION.**

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 27. **HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 28. **ADMINISTRATIVE PROVISIONS.**

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 29. **CONFLICT OF INTEREST.**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 30. **PUBLIC ENTITY CRIMES.**

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty six (36) months from the date of being placed on the convicted contractor list.



SECTION 31. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontract, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 32. **JOINT AUTHORSHIP.**

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 33. **EQUAL OPPORTUNITY EMPLOYER.**

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 34. **AUDITING, RECORDS, AND INSPECTION.**

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY, and shall be retained by the CONTRACTOR for a period of three (3) years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this



Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 35. PROJECT MANAGERS.

The COUNTY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the COUNTY. If the COUNTY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The COUNTY will notify the CONTRACTOR, in writing, if the current COUNTY Project Manager is replaced by another individual.

A. The COUNTY Project Manager's contact information is as follows:

Gary A. Pearce, Director of Operations
Kissimmee Convention and Visitors Bureau
1925 East Irlo Bronson Memorial Highway
Kissimmee, Florida 34744
Phone: 407-742-8222
Email: gpearce@visitkissimmee.com

B. The CONTRACTOR Project Manager's contact information is as follows:

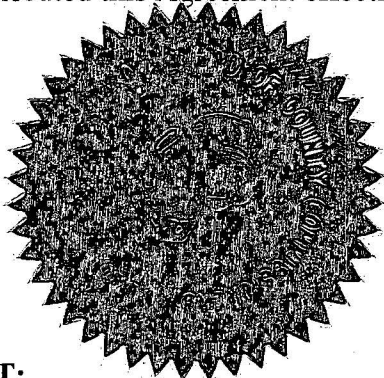
James C. Passmore, Owner
A-Ultimate Airboat & Eco Tours, L.L.C., d/b/a Marsh Landing Adventures,
L.L.C.
1495 Riviera Drive
Kissimmee, Florida 34744
Phone: 407-572-5391
Email: passmore1@centurylink.net

SECTION 36. PUBLIC EMERGENCIES.

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Osceola County are protected from any emergency situation that threatens public health and safety as determined by the COUNTY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the COUNTY or governmental entities on a "first priority" basis. The COUNTY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the COUNTY with products and/or services not under this Agreement, the COUNTY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 3rd day of December, 2012



OSCEOLA COUNTY, FLORIDA

By: Frank Attkisson
Chairman/Vice Chairman
Board of County Commissioners

ATTEST:

Paula Carpenter
Clerk/Deputy Clerk of the Board

BCC approved 12/17/12

A-ULTIMATE AIRBOAT & ECO TOURS,
L.L.C., D/B/A MARSH LANDING
ADVENTURES, L.L.C.

By: James C. Passmore

Print: James C. Passmore

Title: Owner

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was executed before me this 12 day of December, 2012, by James C. Passmore as Owner of A-Ultimate Airboat & Eco Tours, L.L.C., d/b/a Marsh Landing Adventures, L.L.C., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.



(stamp)

Kimberly Towe
NOTARY PUBLIC, State of Florida

Exhibit "A"
Scope of Services

A. General Project Description.

The CONTRACTOR has been selected for the safe provision of commercial ecotourism services from the Partin Triangle Boat Launching Facility that enhance and encompass the full breadth and scope of Osceola County's tourism industry. The primary objective of this Agreement is to outline standards for operation that are compatible with the authorized public use of the park and/or boat ramp facility, as well as to preserve and promote the lake's shoreline and natural amenities.

Public access to the boat ramp, docking and park facilities and amenities shall not be impeded or restricted whatsoever as a result of this Agreement. The CONTRACTOR will have exclusive commercial rights for the use of the ramp; with the exception of commercial fishing guides properly licensed through the County as outlined in the current ordinance, which may be amended from time to time. An aerial view location map of the Partin Triangle Park (SUBJECT PROPERTY) of the premise boundary from where the services are to be provided has been included in **Exhibit "B"** which is attached hereto and incorporated herein.

1. Hours of Operation

Services may be provided seven (7) days a week. Operating hours shall be from 8:00 A. M. to 6:00 P. M. Monday through Saturday, and from 12:00 P. M. to 6:00 P. M. on Sundays. For clarification, operating hours shall be the time period during which a boat may be in the water. No boat may be launched prior to the starting time period in the morning and all boats must be out of the water or at the ramp ready to be removed prior to the ending time period each day.

2. Location of Operations

- a. The CONTRACTOR shall use an off-site facility for coordinating customers, sales, staging and initial education/marketing requirements of the proposed services. The CONTRACTOR shall provide the location of the off-site facility to the COUNTY prior to commencement of operations and shall make the facility available for inspection.
- b. Customers may only be shuttled to the SUBJECT PROPERTY using approved vehicles and staged at the pavilion if necessary prior to boarding the assigned vessel. The CONTRACTOR may only use the SUBJECT PROPERTY for staging passenger vehicles if the operations do not interfere with the public enjoyment of the park and there is adequate parking available for the public at all times.
- c. Trucks and trailers used for transporting the airboats providing service from the Subject Property shall not be parked or stored in the existing designated trailer parking, which area is reserved for public use and



enjoyment. If trucks and trailers are intended to be stored on the Subject Property, then the CONTRACTOR shall provide a plan for a storage area, including required improvements to the SUBJECT PROPERTY, to the COUNTY for approval. Any improvements shall be installed consistent with the requirements for capital improvements herein. Any trucks and trailers approved by the COUNTY to be parked or stored onsite shall be properly marked as approved by the COUNTY, shall only be parked or stored in the areas approved by the COUNTY, and shall not be parked or stored during non-business hours.

- d. Patrons that arrive will have advance reservations and pre-paid admission for their ecotourism tour, and no tickets, admissions or souvenirs will be purchased on the SUBJECT PROPERTY.
- e. Patrons will check-in with the Dock Attendant who will obtain their reservation or voucher information, prepare them for their tours, and direct them to their assigned boat.
- f. Operations shall be outlined in the required Business Plan for approval by the COUNTY.

3. Allowable Uses

- a. The COUNTY will allow the CONTRACTOR to perform the following services: boat (including airboat) tours, kayak and/or canoe rental and tours, and fishing guide services, on the SUBJECT PROPERTY.
- b. Any proposed use or services not currently outlined in this Agreement shall be submitted to the designated COUNTY representative for review and approval prior to initiating service. Any approvals for service modifications shall be in writing.

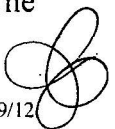
4. Restrictions

The CONTRACTOR shall not be permitted to replenish or fill, or attempt to replenish or fill any vessel with a petroleum product on the COUNTY premises.

5. Required Capital Improvements/Costs

The CONTRACTOR shall be responsible for improvements to the COUNTY facilities to accommodate/facilitate the ecotourism services. All improvements shall be subject to current and applicable local, state, and federal rules and regulations, and shall be reviewed and approved by the COUNTY, in its sole discretion, prior to commencement.

The CONTRACTOR shall design, permit and install all necessary capital improvements to ensure a safe operation consistent with applicable regulations and designed in accordance with Osceola County Parks' standards for pavilions, benches, picnic tables, etc. to harmoniously integrate into Partin Triangle Park's natural character and open spaces, as well as blend with the existing architectural structures and features. The



CONTRACTOR will retain the natural topography of the park, and tour activities will be located away from the core park facilities already in place.

a. Capital improvements required within the initial timeframe required for the Scope of Services prior to operations beginning are:

i. Remove existing dock and build a new four feet (4') by approximately forty-five feet (45') long access ramp, consistent with ADA and applicable building code requirements, with a handrail to an 8 feet (8') by twenty feet (20') stationary deck. From the deck will be constructed two (2) four feet (4') by twelve feet (12') aluminum gangways with a handrail to an eight feet (8') by sixty feet (60') long aluminum floating dock and an eight feet (8') by twenty feet (20') aluminum floating dock. The docks will be aluminum frame and guide anchors with built-in flotation and pressure treated edge boards, with pressure treated decking and hand rail. This dock will be used as an embarking and disembarking point for the ecotourism tours and will also be available for use by the general public. **Exhibit "E"** provides a general concept for the improvements, subject to County permitting and location approval upon submittal of detailed site and construction plans.

ii. Build a new sidewalk leading from the restroom area to the access ramp noted above. A pedestrian walkway will cross the existing pavement and two (2) culverts will be installed under the sidewalks.

iii. Modify the parking lot and/or boat trailer parking area (existing or proposed) to accommodate additional parking and/or storage spaces.

b. Permitting: As the owner of the Partin Triangle Park facility, the COUNTY will serve as the applicant for the permit application necessary for any improvements. However, the permit fees and all associated costs shall be the responsibility of the CONTRACTOR.

Any and all improvements to the SUBJECT PROPERTY as outlined in this Agreement shall remain upon the premises at the expiration of the Agreement and shall become the sole property of the COUNTY.

6. **Environmental Educational Overview**

Prior to every ecotourism tour, the CONTRACTOR will conduct an environmental education overview at its off-site facility, including providing its patrons/passengers a brochure and or informational video; with the subject educational material and its contents to be coordinated and agreed upon between the CONTRACTOR and the designated COUNTY representative prior to implementation.

B. **Vessel Operation**

The CONTRACTOR shall be responsible for passenger embarking and disembarking plan and for any infrastructure needed for safe loading and unloading of passengers.

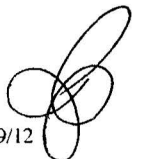
The CONTRACTOR shall have rescue, fuel spillage, containment, noise reduction, and storage plans in place. The CONTRACTOR agrees that no more than twenty-four (24) airboat tours/trips each day shall embark from the property in providing the services under this Agreement.

1. Dock attendants will be at the SUBJECT PROPERTY to greet customers, obtain reservations or voucher information, prepare them for their tours, direct them to their assigned boat and assist them as they leave. The dock attendant will manage the embarking and disembarking of the guests on the boats in an orderly manner. The dock attendant will also make sure all guests wait in the staging area prior to the start of their tour.
 2. The dock attendants will assist with the docking and undocking of boats and the safe embarking and disembarking of passengers.
 3. No fueling of boats will be allowed on site. There will be no commercial repair of boat permitted on the premises. No equipment will be stored on site during non-business hours. All boats will be stored offsite during non-business hours.
 4. In the event that one of the CONTRACTOR's boats is disabled, the captain operating the boat will notify the dispatcher via cell phone and will ensure that any passengers are transferred safely to the Subject property and any disabled boat is towed safely for repairs, and any fuel spillage contained and removed/treated appropriately.
 5. In the event of an emergency, the CONTRACTOR shall notify the U. S. Coast Guard, local law enforcement, Fire Department, Emergency Medical Services Rescue, Florida Fish & Wildlife Conservation Commission, Osceola County Sheriff's Department, and Sea Tow to take proper action.

C. Personnel, Project Supervision and Management Plan

The CONTRACTOR shall supervise and direct all work, using his/her best skills and attention. The CONTRACTOR shall be solely responsible for all methods, techniques, sequences, procedures, and for coordinating all portions of the work as a result of this Agreement.

1. The CONTRACTOR shall be responsible to the COUNTY for any and all acts of omissions by the CONTRACTOR's employees, sub-contractors and their agents and employees, third party resources, and any other persons performing any work and/or duties under the auspices of the CONTRACTOR as a result of this Agreement.
2. The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this Agreement any employee, sub-contractor and their agents and employees, third party resources and any other persons performing work and/or duties under the auspices of the CONTRACTOR the COUNTY deems incompetent, careless, or otherwise objectionable.



3. The CONTRACTOR shall notify the COUNTY in writing, the removal, addition, and/or exchange of the personnel identified hereunder a minimum of fifteen (15) days prior to the removal, addition, and/or exchange becomes effective.
4. The CONTRACTOR shall be solely responsible for ensuring all its employees and or sub-contractors maintain their certifications and licensing up to date. In the event the COUNTY requires Florida Department of Law Enforcement (FDLE) background checks, the CONTRACTOR shall provide same to the designated COUNTY representative at its sole expense. The CONTRACTOR shall ensure that all on-site and off-site facilities shall be maintained as a Drug free environment.
5. **Background Checks:** The CONTRACTOR shall conduct a Level II background check on any staff member being assigned and prior to assignment. All background checks shall be accomplished and submitted to the designated COUNTY representative within five (5) working days from request. Background checks shall be re-performed on any employee who has not worked for the CONTRACTOR at the SUBJECT PROPERTY for more than ninety (90) days. It is the responsibility of the CONTRACTOR to track the assignments at the SUBJECT PROPERTY for each of their employees to insure compliance with this requirement. Persons not meeting the requirements of the Level II background check shall not be assigned under any circumstance. The cost of the background checks shall be borne by the CONTRACTOR.

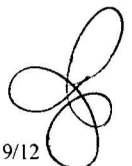
Level II Background Checks

The Level II background check shall include the following information from the past five (5) years:

- Identification Verification
- Selective Services Status (registered/unregistered)
- Florida Department of Law Enforcement (FDLE) Automated Criminal Record
- Clerk of Courts by County of Residence
- State Attorney's Office
- Employment Verification
- Department of Motor Vehicles (DMV) by State of Residence
- Military Service Verification
- Professional License and Certification Check

The Level II background check shall also include the following information from the past (10) years:

- Fingerprint Check
- Credit/Fraud Check



6. **Drug Screenings:** The CONTRACTOR shall conduct drug screenings on any staff member being assigned and prior to assignment. All drug screenings shall be accomplished and submitted to the designated COUNTY representative within forty-eight (48) hours from request. Drug screens shall be re-performed on any employee who has not worked for the CONTRACTOR at the SUBJECT PROPERTY for more than ninety (90) days. It is the responsibility of the CONTRACTOR to track the assignments at the SUBJECT PROPERTY for each of their employees to insure compliance with this requirement. Persons not meeting the requirements of the drug screen check shall not be assigned under any circumstance. The cost of the drug screenings shall be borne by the CONTRACTOR.

The Five (5) Panel Drug Screening test shall include testing for the following:

- Amphetamines
- Cocaine Metabolites
- Marijuana Metabolites
- Opiate Metabolites
- Phencyclidine

The COUNTY shall have the right to examine, at the CONTRACTOR's office and at any time, the CONTRACTOR's licenses and any personnel file of staff members assigned to the SUBJECT PROPERTY.

7. **Dress Code:** All assigned personnel shall dress in a professional manner consistent with the ecotourism profession. Professional and clean attire, suitable for the services being provided shall be worn at all times during business hours. Appropriate footwear shall be worn at all times during business hours.
8. The COUNTY shall have the right to approve and refuse any assigned personnel at any time. In the instance of an unsatisfactory person being assigned, that person may be dismissed from his or her duties immediately and if deemed necessary, escorted from the SUBJECT PROPERTY.

An assigned person may be dismissed from his or her assignment for infractions including, but not limited to: use of alcohol or controlled substances while on duty, using profanity or being verbally abusive, insubordination or disobedience of reasonable directions given by supervising personnel, violation of safety rules and regulations, rudeness, unclean and wrinkled clothing, personal uncleanness or unkemptness. The CONTRACTOR and all assigned personnel shall abide by and adhere to the policies and procedures while performing their assigned duties.

D. Patrons - Marketing Plan, Crowd Control, Parking and Idle Time Management

The CONTRACTOR shall implement and maintain a Marketing Plan to attract patrons to the facility. The CONTRACTOR shall implement a Crowd Control and Parking Plan to ensure the safety of its patrons and the general public. Similarly, the facility shall at all times be accessible to the general public for its use.



1. Marketing Plan:

- a. The CONTRACTOR shall promote Osceola County in all its materials for the proposed operations. The COUNTY shall provide information and materials for this purpose.
- b. Repeat customers, independent customer review sites, and guest referrals should be a core part of the CONTRACTOR's marketing strategy.
- c. The CONTRACTOR shall establish and maintain wholesale marketing agreements and ticket sales through a variety of national and international channels.

2. Crowd Control and Parking:

- a. The CONTRACTOR's plan shall include a buffer zone, or passive space, between airboat tour activities and the main area of the park in order to keep the park easily accessible and available to the public, demonstrating a commitment to keeping Partin Triangle Park available for local residents.
- b. The CONTRACTOR's operational footprint shall be designed to ensure that its customers are arriving and departing at an even pace throughout the day, without overlap. Customers are scheduled to arrive fifteen (15) minutes prior to their departure time, allowing thirty (30) minutes between each scheduled tour return and the next departure. If customers are transported to the SUBJECT PROPERTY, it shall be via shuttle service provided by the CONTRACTOR at their sole expense. If customers park at the Subject Property, they shall hang a pre-approved VISITOR parking permit on their rear view mirror for ease of identification and shall park only in legally marked parking spaces. At no time shall the CONTRACTOR allow the parking of vehicles on the Subject Property to the point that there is no parking available for the public in legally marked parking spaces.

E. **Financial Information**

The CONTRACTOR shall operate in such a manner as to maintain a financially sound business, and credit worthiness to ensure a successful operation at the Partin Triangle Boat Launching Facility facility.

F. **Noise Abatement**

The CONTRACTOR, as part of its overall plan to comply with applicable noise abatement ordinance as amended shall only utilize airboats with a maximum capacity of six (6) passengers containing the latest noise abatement technology. While conducting ecotourism tours, the CONTRACTOR shall run at idle speed eighty five percent (85%) to ninety percent (90%) of the time while on the water. Under no

circumstances shall the CONTRACTOR violate the noise abatement ordinance. A violation of the applicable noise abatement ordinance as amended shall be grounds for action by the COUNTY, including up to but not limited to termination of this Agreement.

G. Changes, Additions, or Deletions

The COUNTY may, at any time request from the CONTRACTOR changes to the services provided and or in the manner in which are being provided.

1. Prior to a request being processed, the CONTRACTOR shall submit to the COUNTY documentation on how the request will affect the overall Agreement; including but not limited to the pricing structure in terms of an increase or decrease in the amount of compensation, how it will affect other deliverables and/or tasks of the project, and the overall timeline for project completion.



Exhibit "B"
Partin Triangle Park Aerial Location Boundary Map

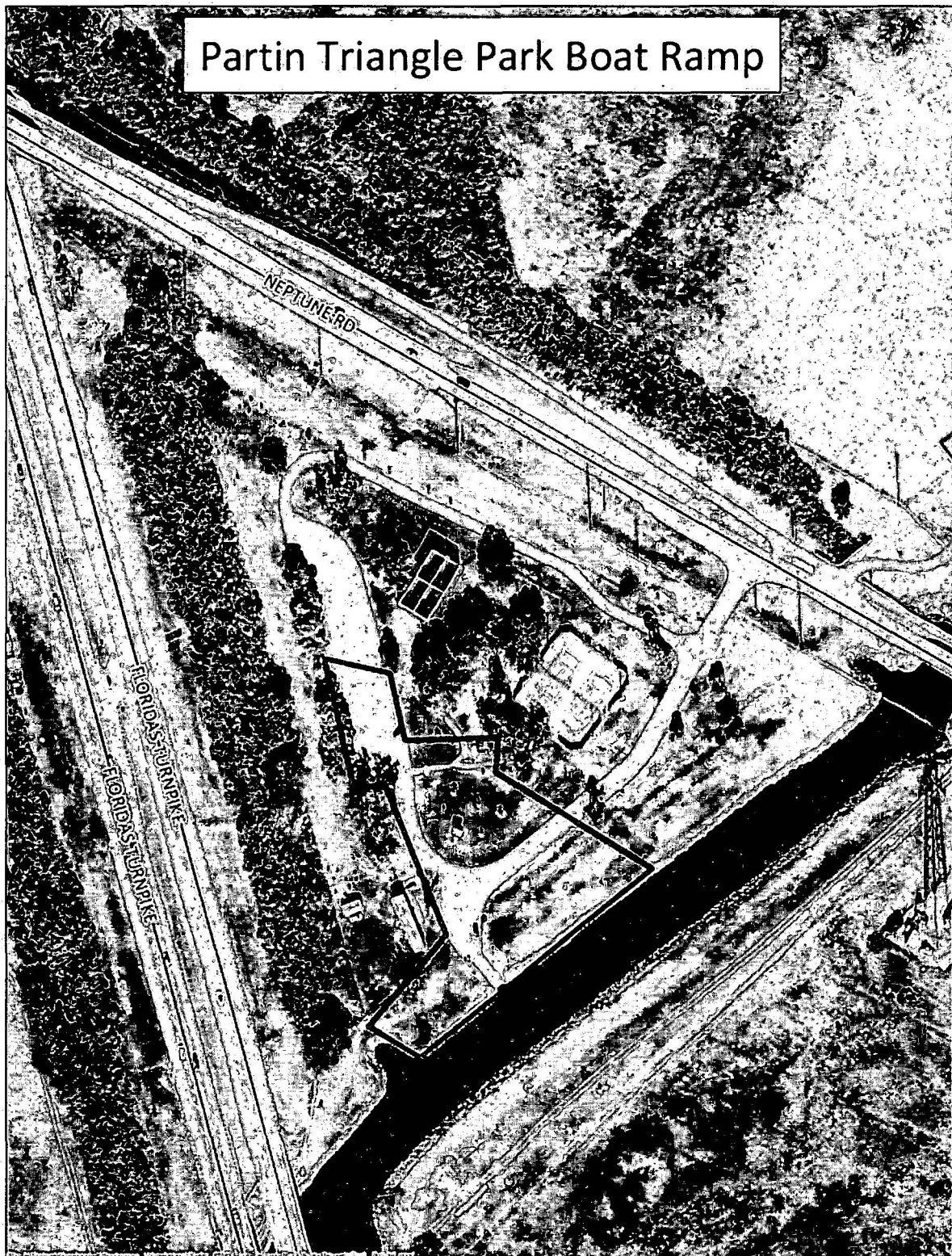


Exhibit "C"

Maintenance Responsibilities

Routine inspections, maintenance and replacement of equipment and infrastructure on the premises shall be the sole responsibility of the CONTRACTOR. The CONTRACTOR shall submit to the COUNTY a completed Boat Ramp Inspection Form (a sample of which is attached hereto as **Exhibit "E"**) for the facility no less than once a month documenting the inspection and the work completed. Equipment replacement shall receive the COUNTY approval in writing prior to commencement.

At a minimum, the following maintenance activities shall be required to be performed:

1. Inspect boat ramp on a monthly basis. Perform minor repairs to the boat ramp surface (i.e. potholes, cracked concrete, et cetera) as needed.
2. Inspect docking facility and shorelines. Perform repairs to the docking facility (i.e. replacement of boards, cleats, bumpers, railing, replacement of missing screws and/or nails, removal of exposed screws and/or nails, or other potential hazards to safety, etcetera) to ensure public safety.
3. Inspect shoreline and ramp to ensure erosion control methods are effective. Perform minor repair of shoreline stabilization, such as filling holes adjacent to the ramp, washouts, etcetera.
4. Inspect and maintain vegetation clear from the ramp surface on a daily basis.
5. Inspect and maintain ramp area and adjacent parking area free of trash or other debris on a daily basis. Any chemical treatment shall require appropriate licenses or certifications prior to use.
6. Inspect and maintain restrooms in a clean manner (routine cleaning and trash removal, janitorial services, supplies, et cetera) on a daily basis.
7. Complete and submit to the County designated representative the Boat Ramp Inspection Report on a monthly basis, a sample of which is attached hereto as **Exhibit "D"**.
8. As applicable, complete maintenance, upkeep and/or replacement of any and all improvements incorporated into the facility by the CONTRACTOR. The CONTRACTOR shall develop, maintain and submit a complete maintenance action plan to the COUNTY which shall help maintain the Partin Triangle Park Boat Launching Facility in good operational order ensuring a safe, clean and aesthetically pleasing experience for COUNTY citizens, visitors and patrons.



Exhibit "D"
SAMPLE – Boat Ramp Inspection Report



Osceola County Natural Resources
Boat Ramp Inspection Report

Date Inspected: _____ Inspected By: _____
Name of Ramp: _____ Waterbody: _____

Boat Ramp

Surface Type _____ Concrete _____ Planks _____ Other _____

Surface Condition _____ Good _____ Average _____ Poor

Traction

Grooving? _____ Standard _____ Non-standard _____ Rake finish _____ None

Siltation? _____ Yes _____ No

Algae? _____ Yes _____ No

Aquatic Vegetation? _____ Yes _____ No

Power load hole? _____ Yes _____ No

Describe work required: _____

Date completed: _____ Completed by: _____

Erosion Control

Type _____ Grass _____ Cement bag _____ Concrete _____ Fabriform

_____ Rock _____ Geoweb _____ Other _____

Condition _____ Good _____ Average _____ Poor

Algae? _____ Yes _____ No

Aquatic Vegetation? _____ Yes _____ No

Upland brush/weeds? _____ Yes _____ No

Grass condition? _____ Good _____ Average _____ Poor

Describe work required: _____

Date completed: _____ Completed by: _____

Boarding Docks

Present? _____ Yes _____ No _____ If yes, how many?

Type _____ Fixed _____ Floating

Deck material _____ Aluminum _____ Wood _____ Other _____

Deck condition _____ Good _____ Average _____ Poor

Handrail condition _____ Good _____ Average _____ Poor

Piling condition _____ Good _____ Average _____ Poor

Bumper condition _____ Good _____ Average _____ Poor

Hardware condition _____ Good _____ Average _____ Poor

Float condition _____ Good _____ Average _____ Poor



Osceola County Natural Resources Boat Ramp Inspection Report

Boarding Docks (continued)

Describe work required: _____

Date completed: _____

Completed by: _____

Parking Lot

Surface Type _____ Concrete _____ Planks _____ Other _____

Surface Condition _____ Good _____ Average _____ Poor _____

If poor, describe _____

Lighting _____ Good _____ Average _____ Poor _____

Handicapped Parking

Present? _____ Yes _____ No _____

Surface Type _____ Concrete _____ Planks _____ Other _____

Surface Condition _____ Good _____ Average _____ Poor _____

Sidewalk? _____ Good _____ Average _____ Poor _____ N/A _____

Striping condition _____ Good _____ Average _____ Poor _____

Describe work required: _____

Date completed: _____

Completed by: _____

Signs

Boat ramp sign _____ Good _____ Average _____ Poor _____ N/A _____

Handicapped sign _____ Good _____ Average _____ Poor _____ N/A _____

Road signs and arrows _____ Good _____ Average _____ Poor _____ N/A _____

Rules and regulations _____ Good _____ Average _____ Poor _____ N/A _____

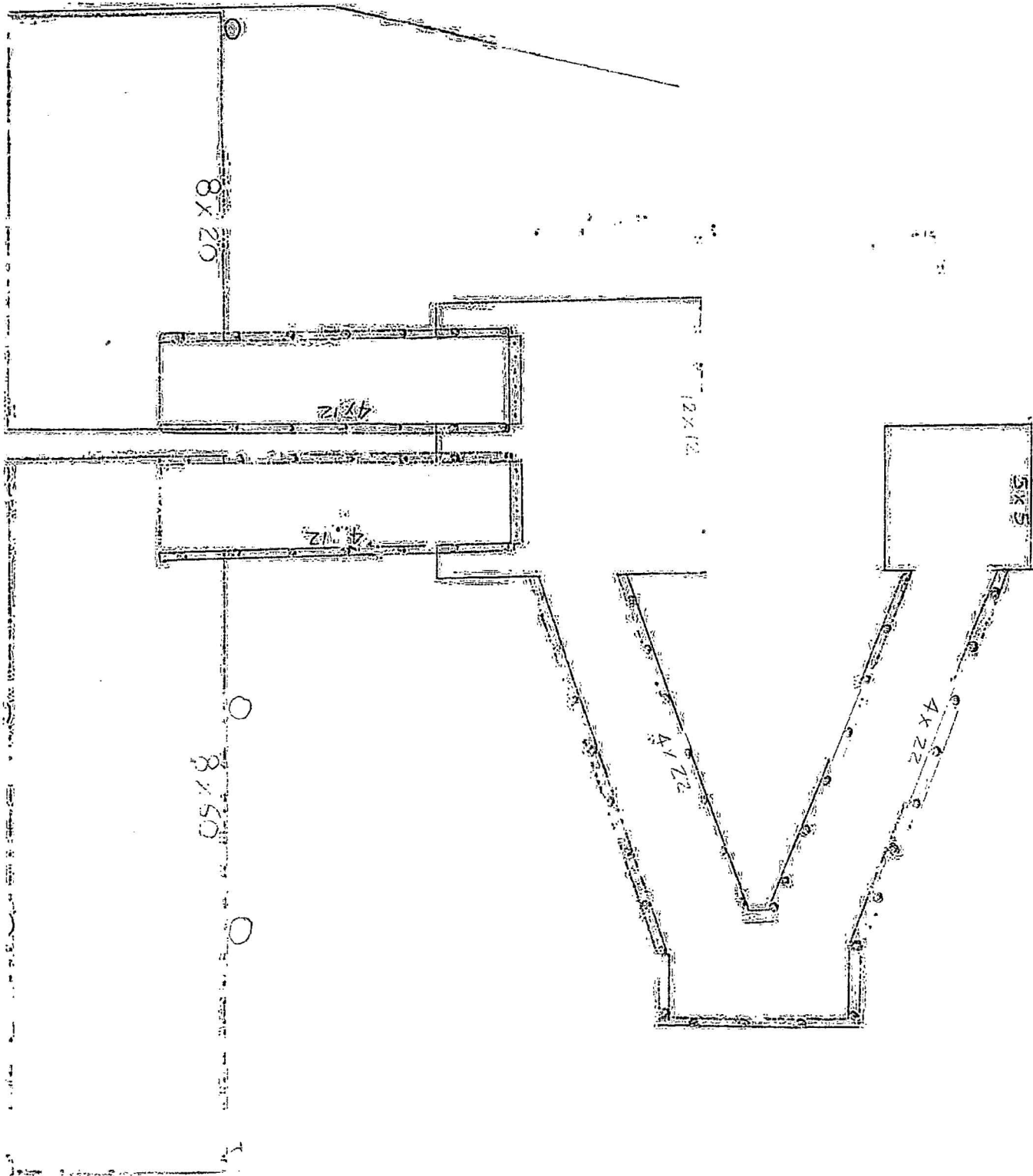
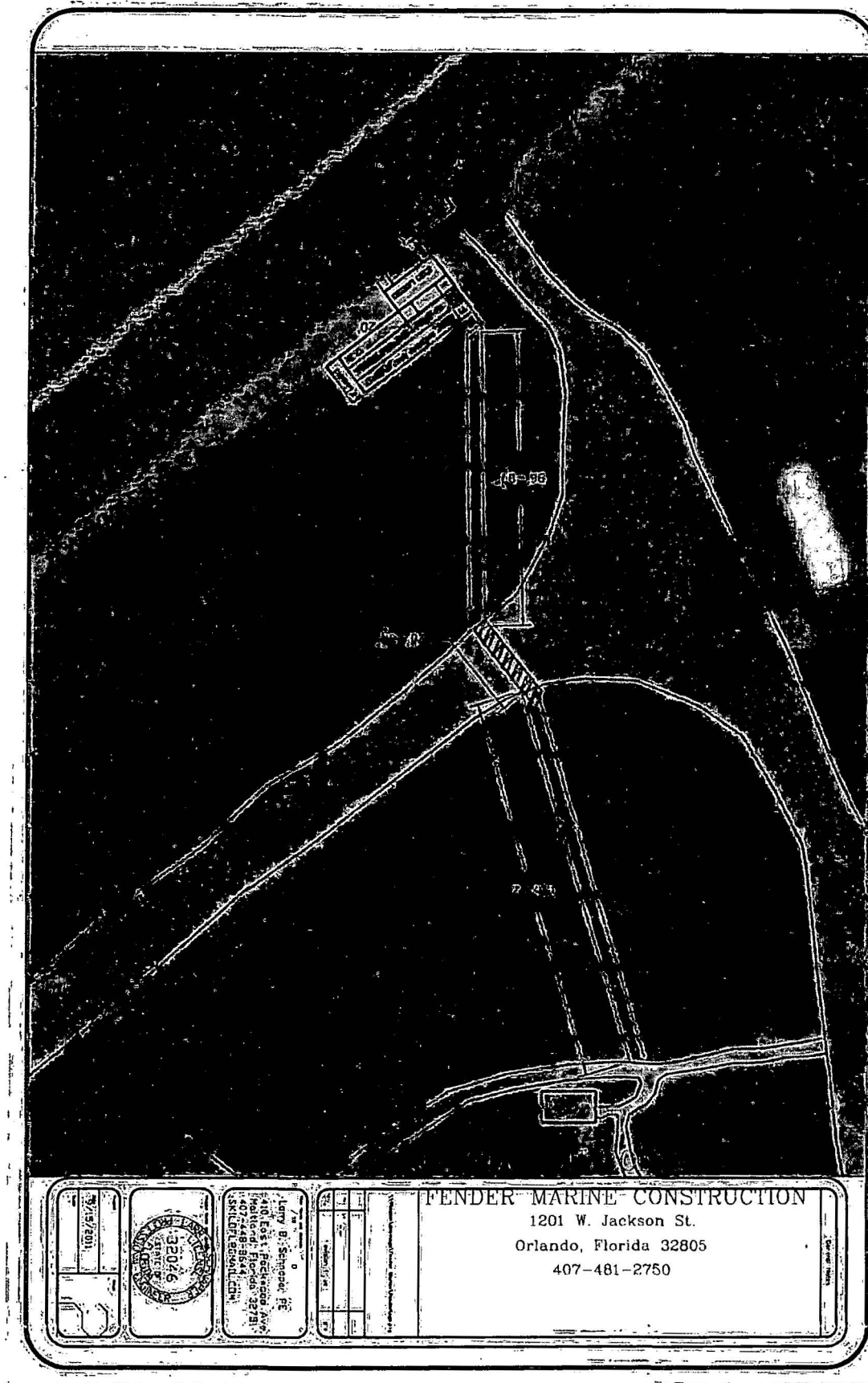


Exhibit "E"
Concept Plan - Access Ramp and Floating Docks
Page 2 of 3



Handwritten signature or mark.

Exhibit "E"
Concept Plan - Access Ramp and Floating Docks
Page 3 of 3





Meeting: August 14, 2025

Agenda Item Type: Consent Agenda
Preliminary Subdivision Plan for Nolte Rd
Townhomes, PSP24-00002

Community Development Agenda Item:

Request City Council's approval of a Preliminary Subdivision Plan for Nolte Rd Townhomes, PSP24-00002.

COST: No cost associated with this item.

This item is to approve the Preliminary Subdivision Plan for Nolte Rd Townhomes, which contains 66 lots for single-family attached townhomes on approximately +/- 8.42 acres of land located north of Brave Ln, east of Independence Ln, and west of Old Canoe Creek Rd.

Strategic Key Focus Areas:

High-Performing Government

Background Information:

The subject property is generally located north of Brave Lane, east of Independence Lane, and west of Old Canoe Creek Road.

In accordance with the City of St. Cloud's Comprehensive Plan, the Medium Density Residential Future Land Use designation permits a maximum density of 10.0 dwelling units per acre. This Preliminary Subdivision Plan is consistent with the "R-3" Multi-Family zoning district, the existing Medium Density Residential Future Land Use and adheres to all standards defined within the Land Development Code. The proposed development includes the construction of 24 rear-loaded townhomes and 39 front-loaded townhomes (7.47 dwelling units per acre).

Legal Authority:

Per Land Development Code Section 2.4.4.G – City Council Review, at its regularly scheduled meeting, the City Council shall review the Preliminary Subdivision Plan. Based on the information generated and the comments made during the development review, the City Council shall approve, disapprove or approve subject to stated conditions. Approval of the Preliminary Subdivision Plan shall authorize review for approval of the Subdivision Construction Plans by the Development Review Committee as outlined in section 2.4.5.

Budget and Recommendation:

There is no cost associated with this item.

Staff reviewed this Preliminary Subdivision Plan on or before July 3, 2025 and recommends **APPROVAL** of the Nolte Rd Townhomes Preliminary Subdivision Plan (PSP24-00002).

Finance Director's Comments:

N/A

Procurement Director's Comments:

N/A

City Manager's Comments:

City Manager recommends approval

City Council Action:

8/14/25 - Final Action

Attachments:

1. 1. PSP24-00002 Nolte Rd Townhomes Staff Report CC 08.14.25
2. 2. PSP24-00002 Nolte Rd Townhomes School Capacity Reports
3. 3. PSP24-00002 Nolte Rd Townhomes Plans

DRC Case No. /Ord. No.
PSP24-00002

Type of Application

Preliminary Subdivision Plan

Case Name
Nolte Rd Townhomes

Applicant/Agent
D.R. Horton, Inc /
Boyd Civil
Engineering, Inc

Owner(s)
David L. Bean Jr
Revocable Trust

Address/Location
North of Brave Lane,
East of Independence
Lane, and West of Old
Canoe Creek Road

Parcel ID No.
Parcel 1:
16-26-30-00U0-0085-
0000
Parcel 2:
16-26-30-00U0-0080-
0000

Total Land Area
+/- 8.42 acres

Project Planner
Stephanie Streeter
Senior Planner

City Council Staff Report
Meeting Date: August 14, 2025



Figure 1 – Aerial Map

Request

The applicant is requesting approval of a Preliminary Subdivision Plan (PSP) of 63 multi-family townhome lots on approximately +/- 8.42 acres of land known as Nolte Rd Townhomes. The subject property is shown in **Figure 1** above.

Background

The subject property is generally located north of Brave Lane, east of Independence Lane, and west of Old Canoe Creek Road.

In accordance with the City of St. Cloud's Comprehensive Plan, the Medium Density Residential Future Land Use designation permits a maximum density of 10.0 dwelling units per acre. This Preliminary Subdivision Plan is consistent with the "R-3" Multi-Family zoning district, the existing Medium Density Residential Future Land Use and adheres to all standards defined within the Land Development Code. The proposed development includes the construction of 24 rear-loaded townhomes and 39 front-loaded townhomes (7.47 dwelling units per acre).

Consistency With Strategic Plan Goals

The proposed Preliminary Subdivision Plan 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 Preliminary Subdivision Plan on or before July 3, 2025 and recommends **APPROVAL** of the Nolte Rd Townhomes Preliminary Subdivision Plan (PSP24-00002).

City Council Requested Action

Per Land Development Code Section 2.4.4.G – City Council Review, at its regularly scheduled meeting, the City Council shall review the Preliminary Subdivision Plan. Based on the information generated and the comments made during the development review, the City Council shall approve, disapprove or approve subject to stated conditions. Approval of the Preliminary Subdivision Plan shall authorize review for approval of the Subdivision Construction Plans by the Development Review Committee as outlined in section 2.4.5.

Attachments

- Osceola County School Capacity Report
- Nolte Rd Townhomes Preliminary Subdivision Plans

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

PLANNING SERVICES DEPARTMENT

SCHOOL CAPACITY REPORT - THREE YEAR OUTLOOK

UPDATED

Date: 6.17.25
SDOC #: 2024/25-0013
Jurisdiction: St. Cloud
DRC #: PSP24-00002
Project Name: Nolte Road Townhomes
Project Location: Old Canoe Creek Rd., St. Cloud, 34772
Comments Due Date: 6.24.25
AC: 9+/-

Current FLU: MDR
Requested FLU: N/A
Current Zoning: R-3
Requested Zoning: N/A

PID: 16-26-30-00U0-0085-0000
 16-26-30-00U0-0080-0000

If proposed project increases utilization of schools above adopted level of service, applicant will obtain a Letter of Agreement outlining an accommodation plan for the students generated by this project, consistent with the provisions of Sections 6.1. - 6.7. of the Interlocal Agreement for the Planning and Coordination of Public Schools throughout Osceola County (as required by Section 163.31777, F.S.[2012]). "The County/Cities and the applicant must collaborate with the School Board to identify available means that might be used to achieve sufficient capacity to accommodate the development, which may include, but not be limited to developer contributions, project phasing, or developer provided facility improvements." If you should have any questions please feel free to contact the Osceola School District Planning Services Department at 407-518-2964.

Total Proposed Residential Units by Type

SF	0	TH	66	MF	0
Single Family		Townhome		Multi-Family	
Condo	0	MH	0	STR	0
Condominium		Mobile Home		Short Term Rental	
HOP	0	VV	0	AWH	0
Housing for Older Persons		Vacation Villas		Affordable-Workforce Housing	

Estimated Number of New Students Generated by Proposed Development

Elem. (K-5)	7	Middle (6-8)	4	High (9-12)	6
--------------------	---	---------------------	---	--------------------	---

Student Generation Calculations

Example Calculation: 100 (SF Units) x 0.178 (Elem. Rate) = 18 (Students)

Residential Categories					
Total Units	SF	TH	MF	Condo	MH
66	0	66	0	0	0

Student Generations Rates			
	Elem. (K-5)	Middle (6-8)	High (9-12)
SF	0.139	0.086	0.144
TH	0.096	0.052	0.089
MF	0.157	0.083	0.114
CONDO	0.059	0.03	0.047
MH	0.107	0.065	0.082

Total Students	
Elem (K-5)	7
Middle (6-8)	4
High (9-12)	6

Level of Service (LOS)

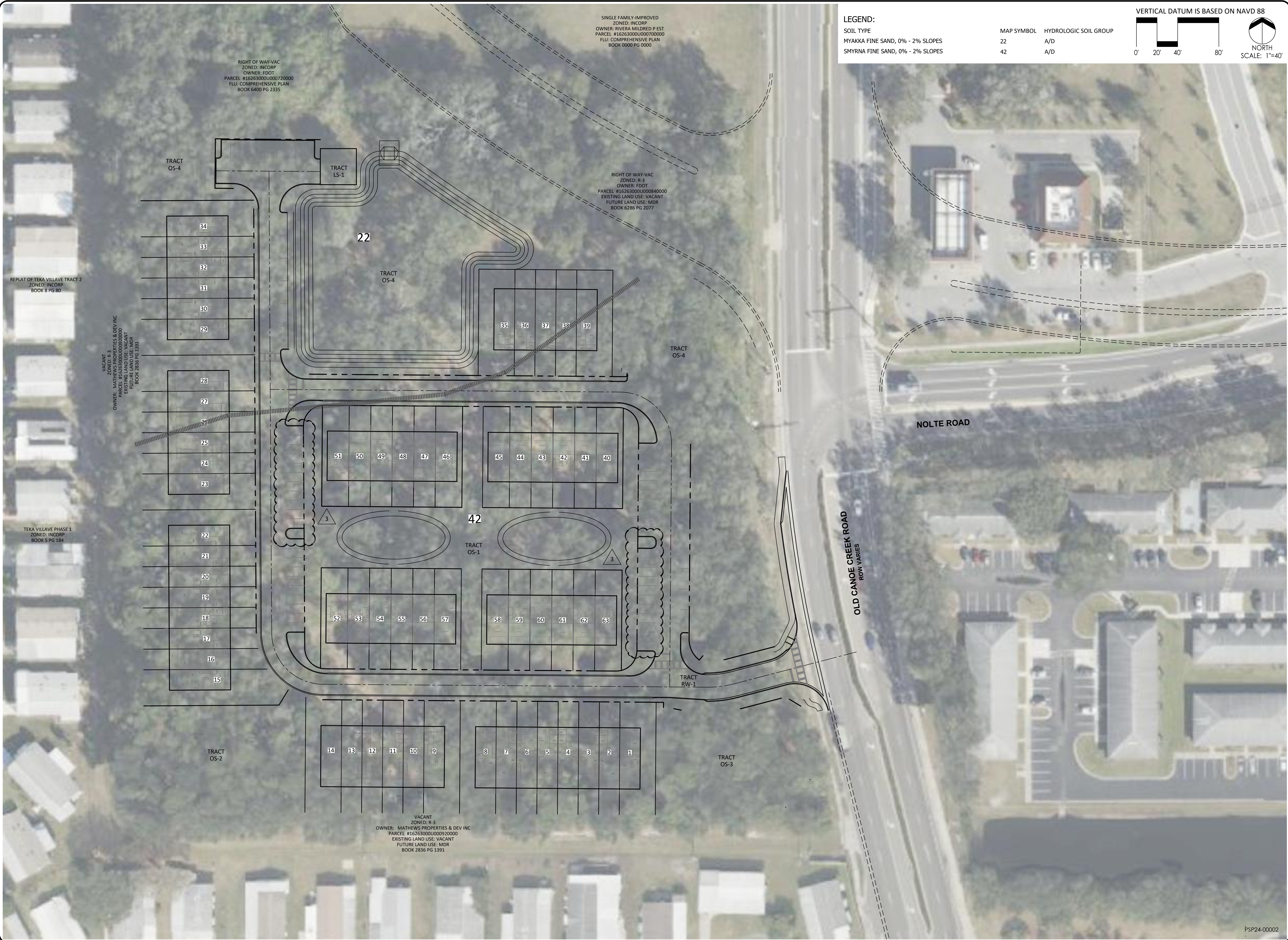
School Boundaries Impacted	2024/2025			2027/2028		
	COFTE	Permanent Student Capacity	Current Level of Service	3 YR. Projected COFTE	Projected COFTE w/ Impact	Projected LOS w/ Impact
NPES	957	1,154	83%	943	950	82%
NPMS	1,038	1,413	73%	1,027	1,031	73%
SCHS	2,265	2,715	83%	2,174	2,180	80%

Comments

The District has a history of working closely with the County and two municipalities to alleviate school capacity issues created by expanded residential development. 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.

Page 1 of 1

ABBREVIATIONS				LEGEND			
P.B. PLAT BOOK	(C) CALCULATED	(D) DEEDS	ALL PROPERTY CORNERS AS NOTED	E.L. ELEVATION	P.T. P. POINT OF TANGENCY	➤ BENCHMARK	ROD
C.B. DEED BOOK	(M) MAPS	(M) MONUMENTS	U.D. UTILITY EASEMENT	P.C. POINT OF CURVE	P.O. POINT OF BEGINNING	➤ CONCRETE POWER POLE	➤ STATION SEWER H.M.
BK. BOOK	(D) DESCRIBED	(M) MORE OR LESS	I.D. IDENTIFICATION	P.R.C. POINT OF REVERSE CURVE	M.W. METER WATER	➤ METAL POWER POLE	➤ STORM SEWER H.M.
SECT. SECTION	(M) MONUMENT	C.B. CHAIN BOOK BEARING	L.B. LINED BY INSTRUMENT	N.A.T. NAIL AND TAP	C.M.P. CEMENT METAL PIPE	➤ GUY WIRE ANCHOR	➤ GAS VALVE
CH. CHAIN	(R) RADIUS	L.B. LINED BY BEARING	P.O.B. POINT OF BEGINNING	C.M.P. CEMENT METAL PIPE	R.C.P. REINFORCED CONCRETE PIPE	➤ WOOD ANCHOR	➤ TELEVISION RISER
RG. RANGE	(R) RADIUS	L.W.F. LUGGED WIRE FENCE	F.F. FINISH FLOOR BEARING	F.D. FOUND	P.F. PERMANENT REINFORCEMENT	➤ CONCRETE LIGHT POLE	➤ TELEPHONE RISER
CH. CHAIN	(R) RADIUS	L.W.F. LUGGED WIRE FENCE	L.F. LOWER FLOOR BEARING	F.M. FOUNDATION	T.F. TIE	➤ METAL LIGHT POLE	➤ TELEPHONE CONTROL BOX
P.S.M. PROFESSIONAL	(D) DATA	L.W.F. LUGGED WIRE FENCE	R/W. RIGHT OF WAY	F.M. FOUNDATION	F.H. FIRE HYDRANT	➤ FIBER OPTIC CABLE	➤ ELECTRIC TRANSFORMER
AND MAPPER	(C) CENTERLINE	L.W.F. LUGGED WIRE FENCE	R/W. RIGHT OF WAY	F.M. FOUNDATION	A.B. AIR RELEASE VALVE	➤ TELEPHONE MARKER	➤ GAS MARKER
C.B.S. CENTERLINE & BUCKED	(C) CENTERLINE	L.W.F. LUGGED WIRE FENCE	R/W. RIGHT OF WAY	F.M. FOUNDATION	W. WELL	➤ TELEPHONE MARKER	➤ GAS MARKER
UNDERGROUND POWER LINE	(C) CENTERLINE	L.W.F. LUGGED WIRE FENCE	R/W. RIGHT OF WAY	F.M. FOUNDATION	W. WELL	➤ TELEPHONE MARKER	➤ GAS MARKER
OR— OVERHEAD POWER LINE	(C) CENTERLINE	L.W.F. LUGGED WIRE FENCE	R/W. RIGHT OF WAY	F.M. FOUNDATION	W. WELL	➤ TELEPHONE MARKER	➤ GAS MARKER
OR— OVERHEAD POWER LINE	(C) CENTERLINE	L.W.F. LUGGED WIRE FENCE	R/W. RIGHT OF WAY	F.M. FOUNDATION	W. WELL	➤ TELEPHONE MARKER	➤ GAS MARKER



REPLAT OF TEKA VILLAGE TRACT 2
ZONED: INCORP
BOOK 8 PG 80

TEKA VILLAGE PHASE 1
ZONED: INCORP
BOOK 5 PG 184

VACANT
ZONED: R-3
OWNER: MATHEWS PROPERTIES & DEV INC
PARCEL #16263000U000720000
EXISTING LAND USE: VACANT
FUTURE LAND USE: MDR
BOOK 2836 PG 1391

RIGHT OF WAY-VAC
ZONED: INCORP
OWNER: FDOT
PARCEL #16263000U000720000
FLU: COMPREHENSIVE PLAN
BOOK 6400 PG 2335

SINGLE FAMILY-IMPROVED
ZONED: INCORP
OWNER: RIVERA MILDRED P EST
PARCEL #16263000U000700000
FLU: COMPREHENSIVE PLAN
BOOK 0000 PG 0000

RIGHT OF WAY-VAC
ZONED: R-3
OWNER: FDOT
PARCEL #16263000U000840000
EXISTING LAND USE: VACANT
FUTURE LAND USE: MDR
BOOK 6286 PG 2077

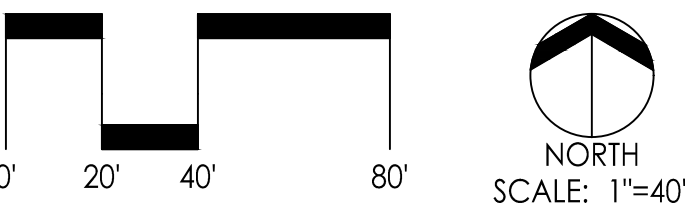
VACANT
ZONED: R-3
OWNER: MATHEWS PROPERTIES & DEV INC
PARCEL #16263000U000920000
EXISTING LAND USE: VACANT
FUTURE LAND USE: MDR
BOOK 2836 PG 1391

LEGEND:

SOIL TYPE
MYAKKA FINE SAND, 0% - 2% SLOPES
SMYRNA FINE SAND, 0% - 2% SLOPES

MAP SYMBOL
22
42
HYDROLOGIC SOIL GROUP
A/D
A/D

VERTICAL DATUM IS BASED ON NAVD 88



BOYD CIVIL

ENGINEERING

6816 Hanging Moss Road
Orlando, Florida 32807
Office: (407)494-2693
Certificate of Auth. 29791

Civil Engineer
XABIER S. GARCIA, P.E.
No. 31951
STATE OF FLORIDA
PROFESSIONAL

Rev.	Date	Description	Chk By
1	07/02/25	REV PER CITY COMMENTS	SNB

NOLTE ROAD TOWNHOMES
CITY OF SAINT CLOUD, FLORIDA
PREPARED FOR: DR HORTON

AERIAL PHOTOGRAPH AND SOILS MAP

Date:
7/16/2025

Scale:
AS SHOWN

Project No.:
1180.000

Drawn By:
WEW

Designed By:
WEW

Checked By:
SNB

SHEET NO.

C2.00

Plotted: July 16, 2025, 1:28:24 PM
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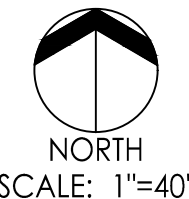
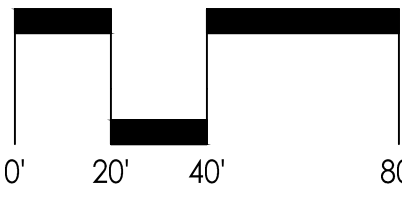
PSP24-00002

Page 649 of 1065



COLOR LEGEND

- 21' WIDE MIN. TOWNHOMES (REAR LOADED)
- 20' WIDE MIN. TOWNHOMES (FRONT LOADED)
- STORM WATER POND
- OPEN SPACE
- AREA NOT AVAILABLE FOR PUBLIC USE
- TOHO WATER AUTHORITY
- FDOT RIGHT OF WAY



LEGEND

- PROPERTY BOUNDARY
- TRACT/LOT LINE
- LOT LINE
- UTILITY EASEMENT
- DRAINAGE EASEMENT

NOTE: FINAL PLAN WILL INCLUDE LANDSCAPE AND IRRIGATION PLANS CONFORMING TO CITY CODE.

SITE DATA:

APPLICANT: GREGORY HINES (DR HORTON)
PARCEL ID: 16263000U000850000
16263000U000800000
EXISTING LAND USE: VACANT / INCORPORATED
FUTURE LAND USE: MDR-TOWNHOMES
ZONED: R-3 MULTI FAMILY DWELLING
PROPOSED USE: MULTI FAMILY (TOWNHOMES)
TOTAL ACREAGE: 8.43 ACRES - PARCELS
0.16 ACRES - OLD CANOE CREEK RD. IMPROVEMENTS
8.59 ACRES - TOTAL PROJECT AREA
IMPERVIOUS AREA: 2.75 ACRES @ 33%
PERVIOUS AREA: 5.68 ACRES @ 67%
BUILDING SETBACKS: FRONT 25 FEET
(OVERALL PARCEL) SIDE 25 FEET
REAR 25 FEET
DENSITY CALCULATIONS: 63 UNITS / 8.43 ACRES = 7.47 DU PER ACRE
PROPOSED BUILDING HEIGHT / STORIES: 25 FEET / 2 STORY

LOT COVERAGE:			
		LOTGING AREA	BLDG. FOOTPRINT
FRONT LOAD	13,323.37 SF	6,048 SF	45.39%
REAR LOAD	13,413 SF	5,933.71 SF	44.24%

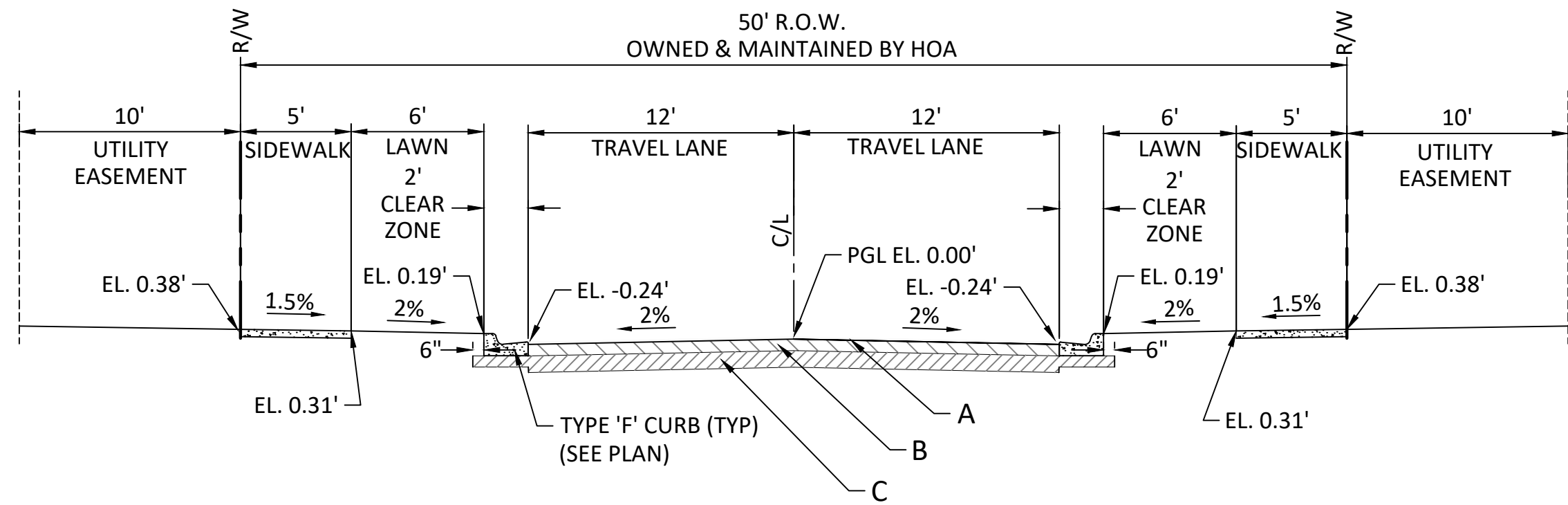
PARKING REQUIREMENT: 63 x 4.5 = 284 SPACES
PARKING PROVIDED: 24 x 4 = 96 SPACES (REAR LOADED)
39 x 3 = 117 SPACES (FRONT LOADED)
71 SPACES (STREET)
TOTAL = 284 SPACES

TRACT TABLE			
TRACT NO.	DESCRIPTION	AREA (AC)	OWNER/MAINTENANCE
LS-1	LIFT STATION	0.03	TOHO WATER AUTHORITY
OS-1	OPEN SPACE	0.67	POA
OS-2	OPEN SPACE	0.37	POA
OS-3	OPEN SPACE	0.39	POA
OS-4	OPEN SPACE	1.77	POA
RW-1	ALLEY	1.53	POA
LOTS		3.67	

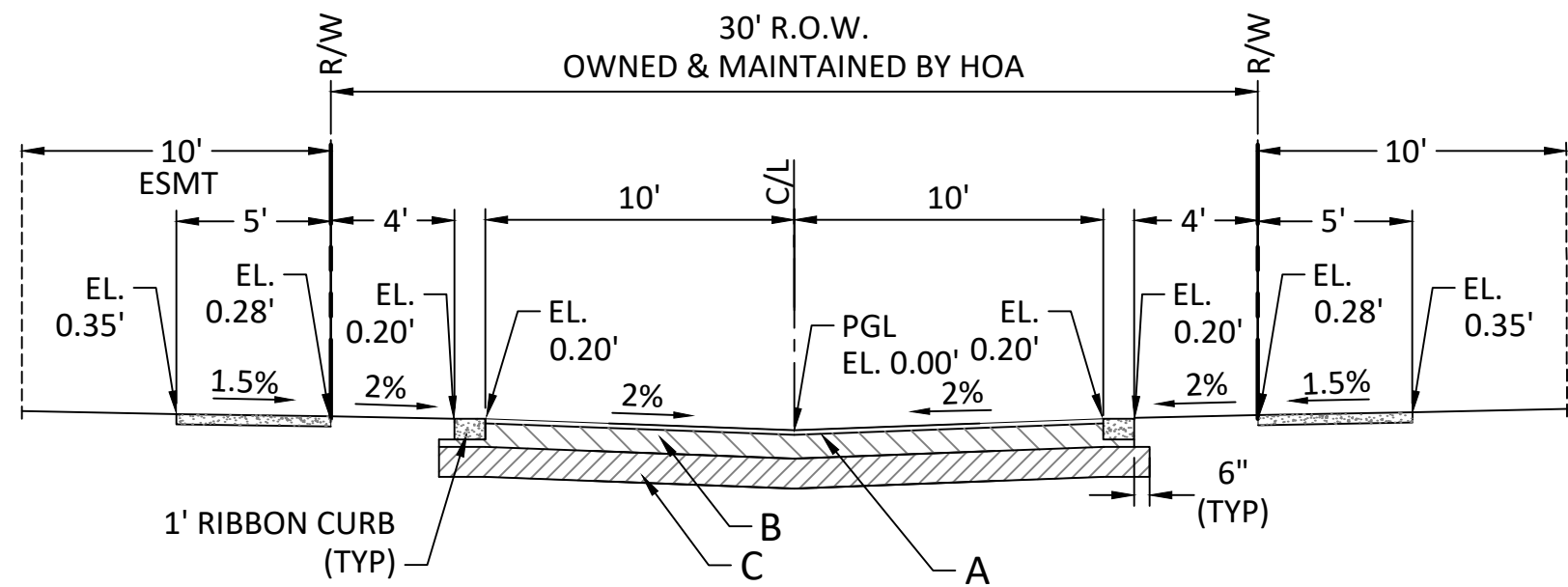
OPEN SPACE REQUIREMENT	
Total Project Site	8.42 AC
Total Town Home Units	63 UNIT
Minimum Open Space Requirement per Unit	250 SF
Open Space Requirement based on Units	0.36 ac
Minimum Open Space Requirement Based on Project Size (25%)	2.11 ac

OPEN SPACE PROVIDED					
Tract	Total Area (ac.)	Pond Area within the Tract (ac.)	Pond Area Credit (50%)	Non-Pond Open Space Area (ac.)	Total Eligible for Open Space Credit(ac.)
OS-1	0.76	0.00	0.00	0.76	0.76
OS-2	0.89	0.54	0.27	0.35	0.62
OS-3	0.39	0.29	0.15	0.10	0.25
OS-4	1.77	0.92	0.46	0.85	1.31
Total Open Space Credit					2.94

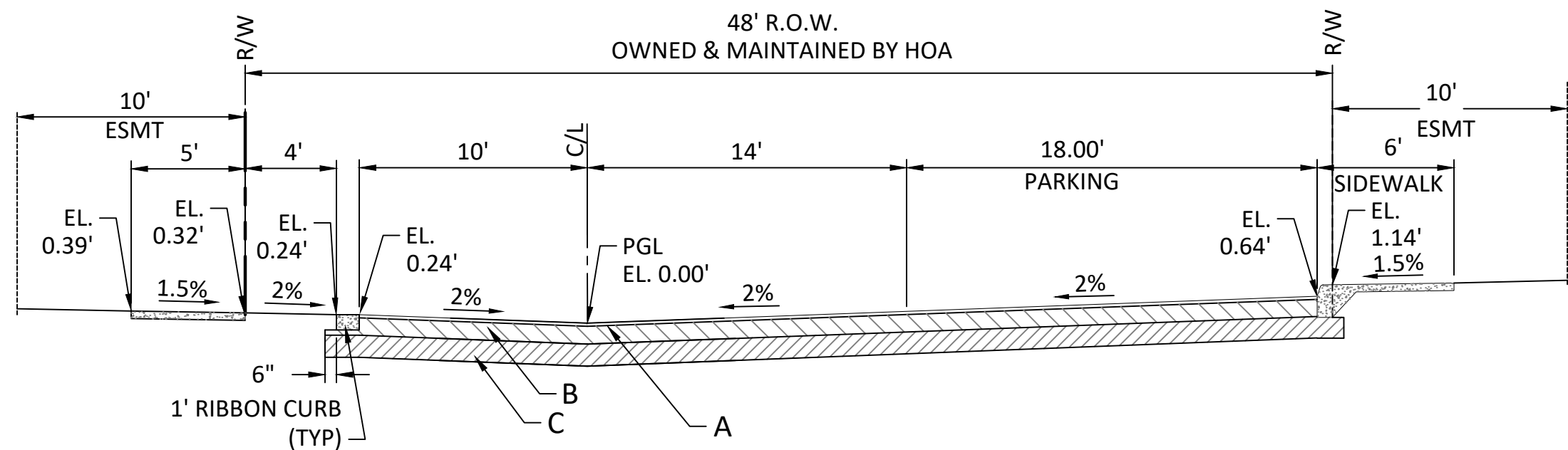
Rev.	Date	Description	Rev.	Date	Description
1	07/02/25	REV PER CITY COMMENTS			
2	05/12/25	REV PER CITY COMMENTS			
3	11/26/24	BLDG TYPE / SITE REVISIONS			



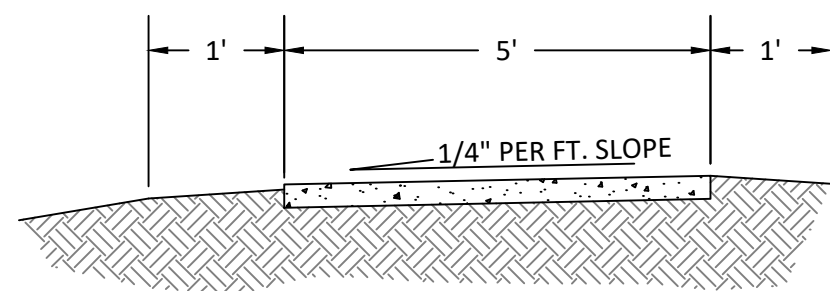
SECTION 'A-A' 50' ROW ROAD
SCALE: 1" = 6'



SECTION 'B-B' 'ALLEY'
SCALE: 1" = 6'

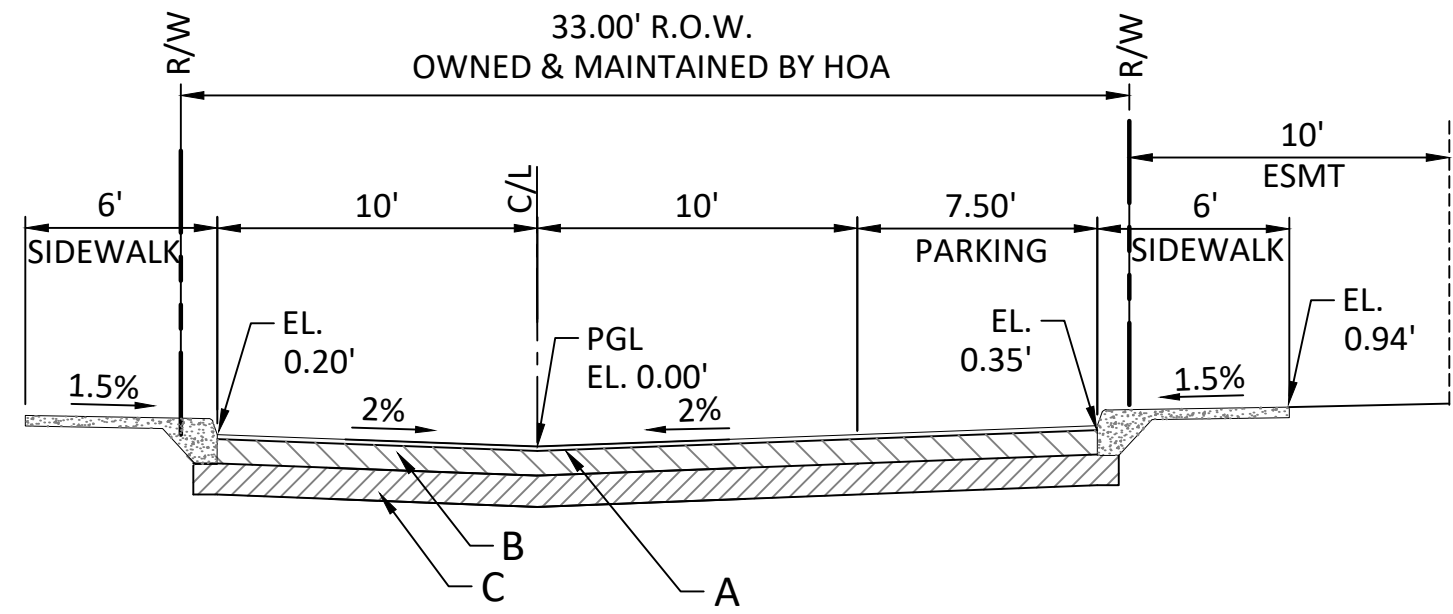


SECTION 'C-C' 'ALLEY'
SCALE: 1" = 6'

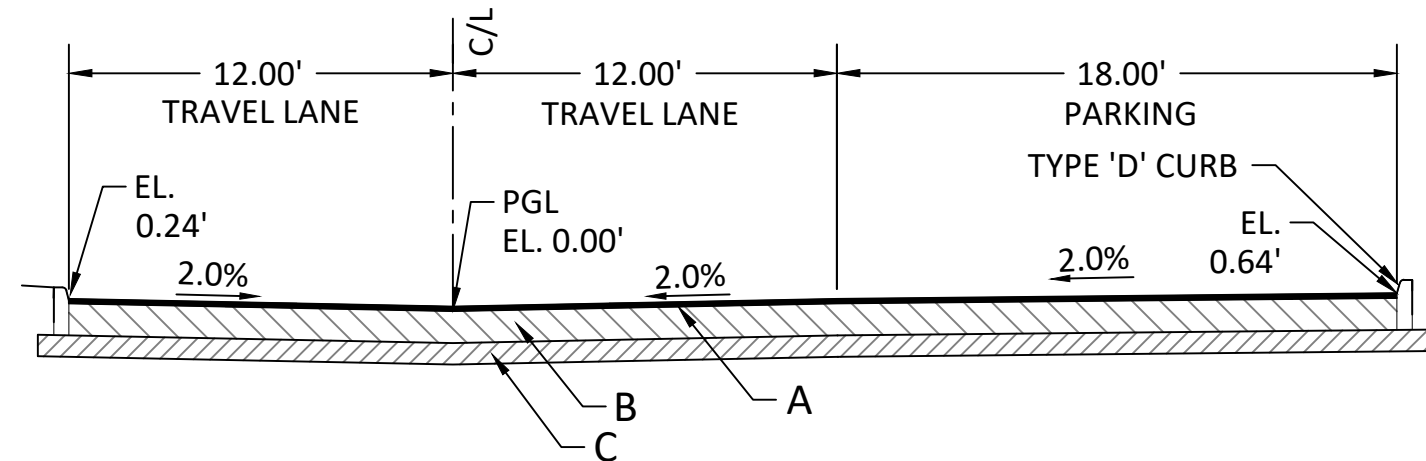


SIDEWALK DETAIL

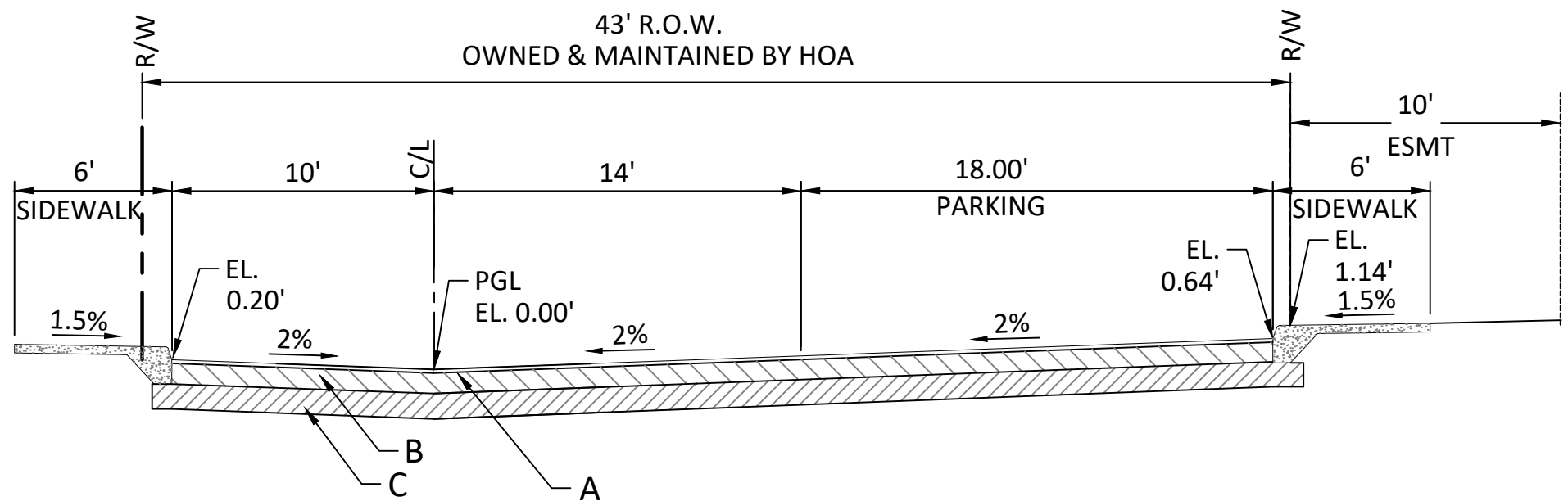
NTS
CONCRETE SIDEWALK
4" THICK 3000 PSI CONCRETE WITHOUT
REINFORCEMENT PROVIDE 3/4"
SAWCUTS AT 5' CENTERS, TYPICAL
(NO FIBERMESH)



SECTION 'D-D' 'ALLEY'
SCALE: 1" = 6'



SECTION 'E-E' 'ALLEY'
SCALE: 1" = 6'



SECTION 'F-F' 'ALLEY'
SCALE: 1" = 6'

PAVEMENT STRUCTURE

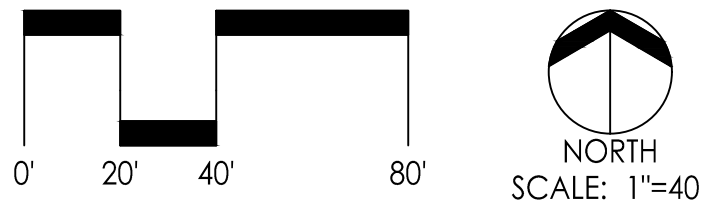
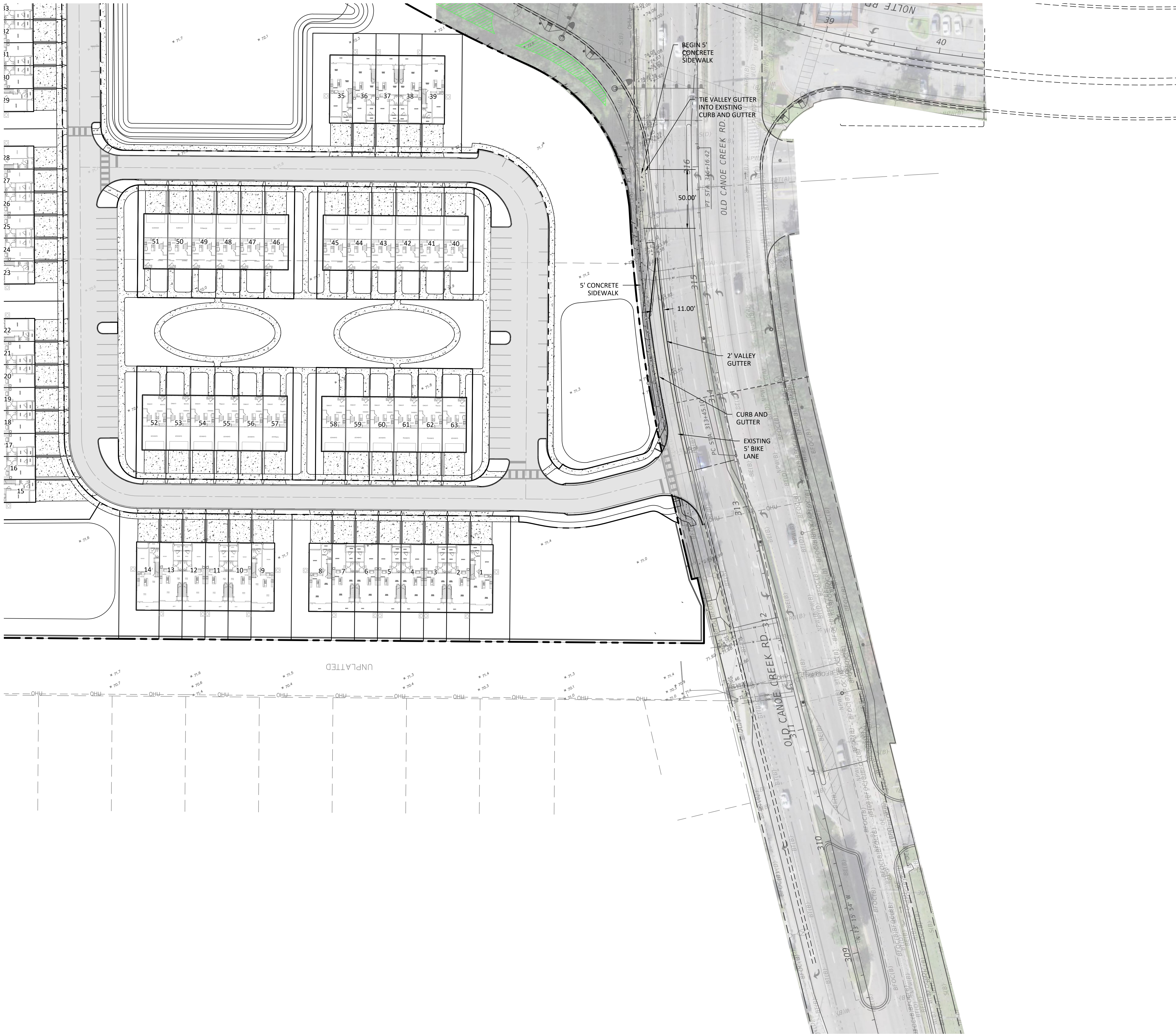
- A - 1 1/2" TYPE SP-9.5 ASPHALT
- B - 6" LIMEROCK BASE, MIN. LBR 100,
COMPACTED TO 98% OF MAX. DENSITY
PER AASHTO T-180
- C - 12" STABILIZED SUBGRADE, MIN. LBR 40, COMPACTED
TO 98% OF MAX. DENSITY PER AASHTO T-180

Rev.	Date	Description	Chk By

NOLTE ROAD TOWNHOMES
CITY OF SAINT CLOUD, FLORIDA
PREPARED FOR: D. HORTON
ROADWAY SECTIONS

Date:	7/16/2025
Scale:	AS SHOWN
Project No.:	1180.000
Drawn By:	WEW
Designed By:	WEW
Checked By:	SNB

SHEET NO.
C4.00



NOLTE ROAD TOWNHOMES

CITY OF SAINT CLOUD, FLORIDA
PREPARED FOR: D. HORTON

PROPOSED OVERALL INTERSECTION
DETAIL

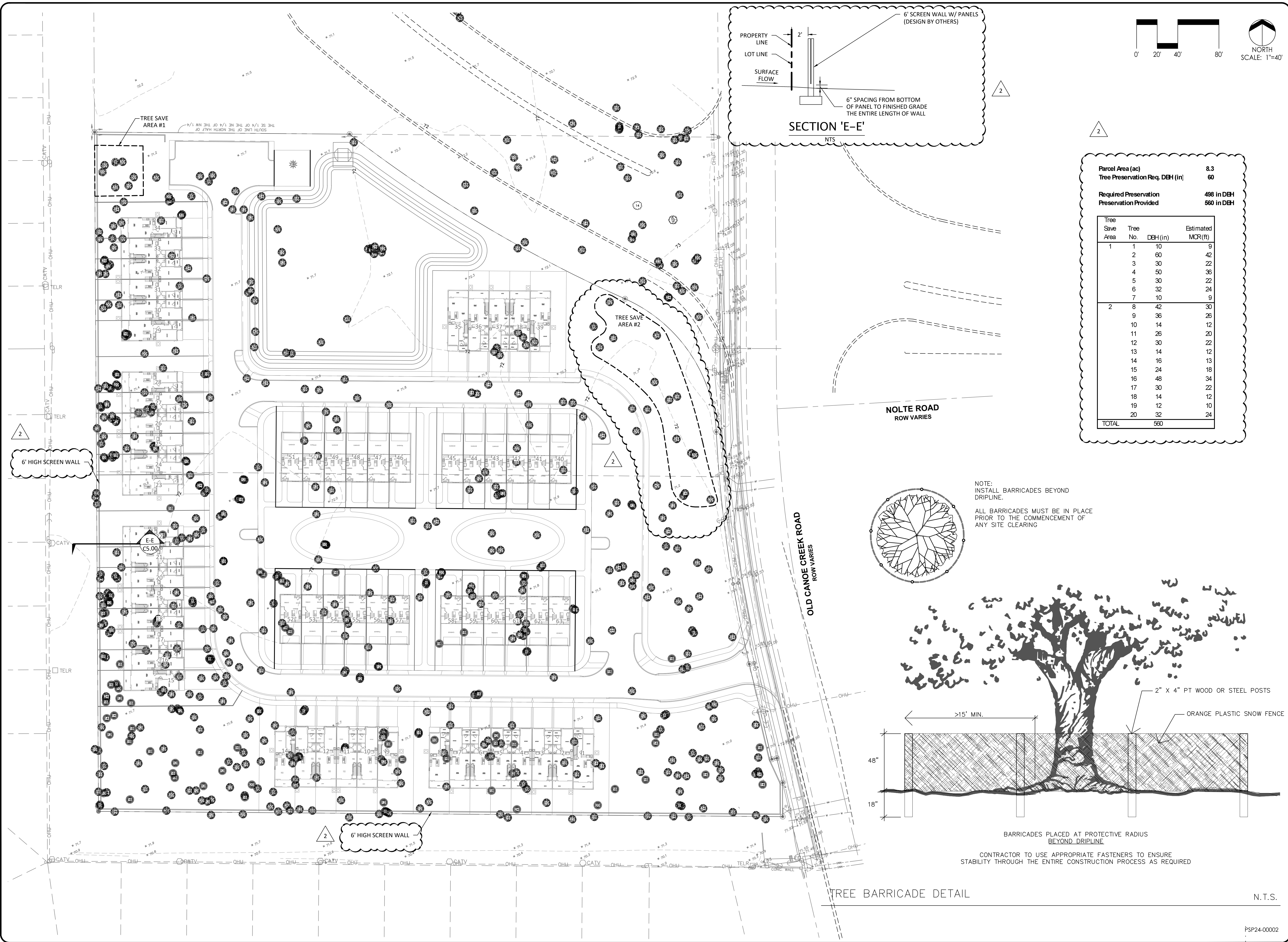
Date: 7/16/2025
Scale: AS SHOWN
Project No.: 1180.000
Drawn By: WEW
Designed By: WEW
Checked By: SNB

SHEET NO.
C4.02

Civil Engineer
XABIER S. GUTIERREZ, P.E.
No. 31951
STATE OF FLORIDA
PROFESSIONAL ENGINEER

BOYD CIVIL
ENGINEERING
6816 Hanging Moss Road
Orlando, Florida 32807
Office: (407) 994-2693
Certificate of Auth. 29791

Rev.	Date	Description	Chk By



Parcel Area (ac)		8.3
Tree Preservation Req. DBH (in)		60
Required Preservation		498 in DBH
Preservation Provided		560 in DBH

Tree Save Area	Tree No.	DBH (in)	Estimated MCR (ft)
1	1	10	9
	2	60	42
	3	30	22
	4	50	36
	5	30	22
	6	32	24
	7	10	9
2	8	42	30
	9	36	26
	10	14	12
	11	26	20
	12	30	22
	13	14	12
	14	16	13
	15	24	18
	16	48	34
	17	30	22
	18	14	12
	19	12	10
	20	32	24
TOTAL		560	

BOYD CIVIL
ENGINEERING

6816 Hanging Moss Road
Orlando, Florida 32807
Office: (407) 994-2693
Certificate of Auth. 29791

Civil Engineer
XABIER SANCHEZ
No. 31951
STATE OF FLORIDA
PROFESSIONAL

NOLTE ROAD TOWNHOMES
CITY OF SAINT CLOUD, FLORIDA
PREPARED FOR: DR. HORTON

TREE SAVE PLAN

Date:
7/16/2025

Scale:
AS SHOWN

Project No.:
1180.000

Drawn By:
WEW

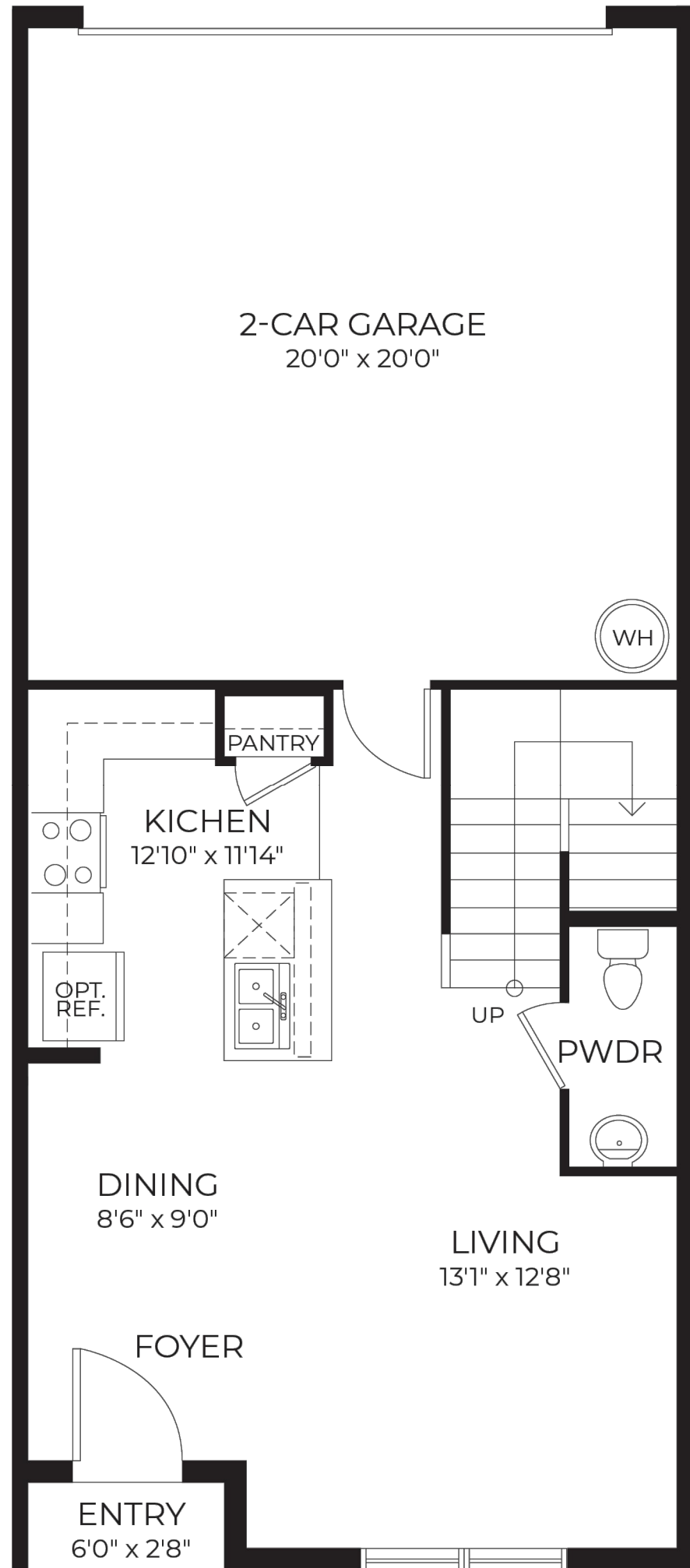
Designed By:
WEW

Checked By:
SNB

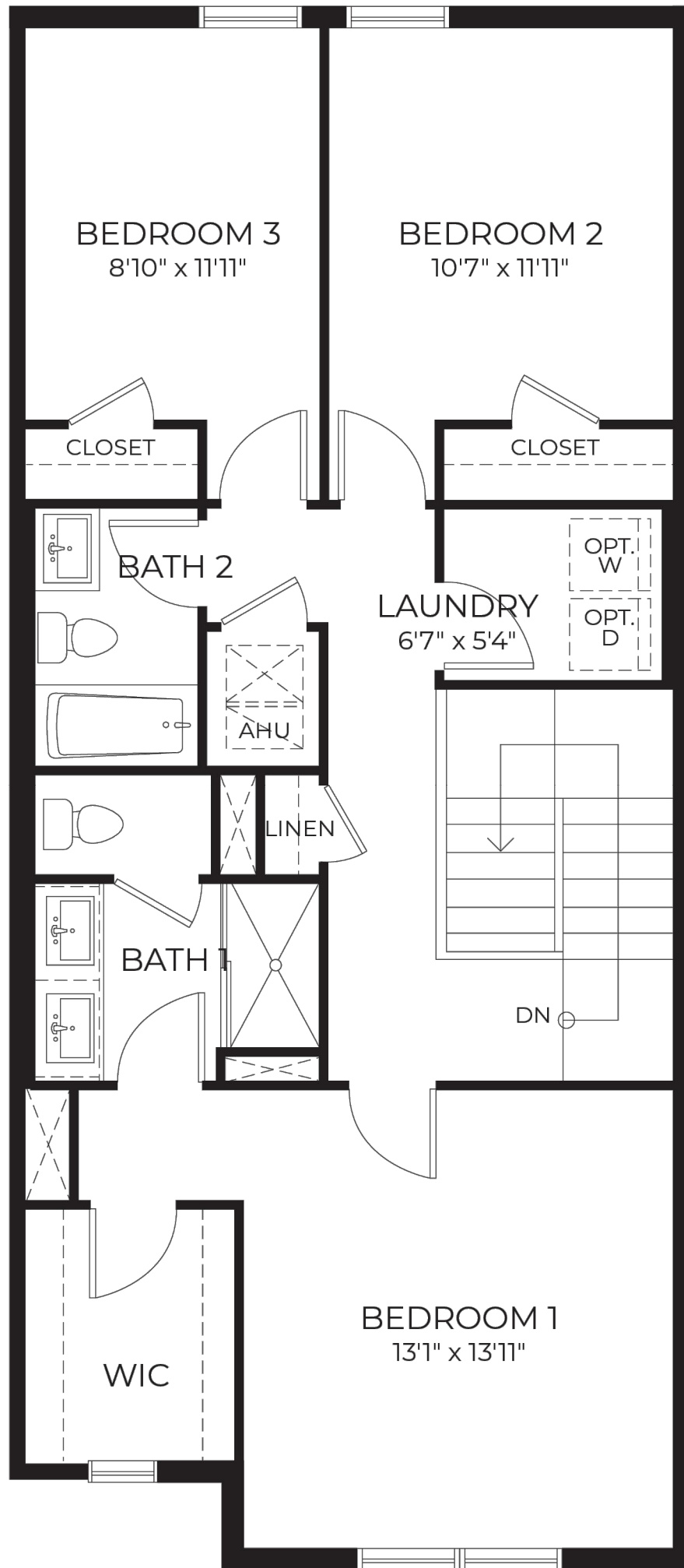
SHEET NO.
C5.00

Plotted: July 16, 2025, 11:53:11 PM
Z:\PROJECTS\1180.000 - Nolte Road Townhomes\Plans\Civil\PSF\1180 NolteRD Townhomes-TREE SAVE PLAN_SHT.dwg

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FIRST FLOOR



SECOND FLOOR

D.R. Horton is equal housing opportunity builder. Home and community information, including pricing, included features, terms, availability and amenities, are subject to change and prior sale at any time without notice or obligation. Pictures, photographs, features, colors and sizes are approximate for illustration purposes only and will vary from the homes as built. Square footage dimensions are approximate. Certified Builder Contractor License Number CBC1258559

drhorton.com

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- NOTES:
1. MIN. 10' BUILDING SEPARATION FOR ALLEY LOAD AND 20' FOR FRONT LOAD.
 2. CORNER LOTS REQUIRE 10' ADDITIONAL SIDE SETBACK TOTAL.
 3. MAXIMUM FRONT YARD SETBACK IS 25'.
 4. MAXIMUM CORNER LOT SIDE YARD SETBACK IS 25'.
 5. ALL TOWNHOME UNITS MUST HAVE AT LEAST 1 OR 2 CAR GARAGE.



END UNIT LOT

SCALE: 1"=10'

INTERIOR UNIT LOT

SCALE: 1"=10'

Rev.	Date	Description	Chk By
1	05.12.25	REV PER CITY COMMENTS	SNB
2	11.26.24	BLDG TYPE / SITE REVISIONS	SNB



Meeting: August 14, 2025

Agenda Item Type: Consent Agenda
Preliminary Subdivision Plan for Nova Ridge,
PSP25-00001

Community Development Agenda Item:

Request City Council's approval of a Preliminary Subdivision Plan for Nova Ridge, PSP25-00001.

COST: No cost associated with this item.

This item is to approve the Preliminary Subdivision Plan for Nova Ridge, which contains 75 lots for single-family detached homes on approximately +/- 30.4 acres of land located northwest of Nova Road and east of Shaker Palm Place.

Strategic Key Focus Areas:

High-Performing Government

Background Information:

The subject property is generally located northwest of Nova Road and east of Shaker Palm Place.

In accordance with the City of St. Cloud's Comprehensive Plan, the Low-Density Residential Future Land Use designation permits a maximum density of 4.0 dwelling units per acre. This Preliminary Subdivision Plan is consistent with the proposed "R1-B" Single-Family zoning district, the existing Low Density Residential Future Land Use and adheres to all standards defined within the Land Development Code. The proposed development includes the construction of 75 single-family detached units, each with front-loaded access and lot dimensions of 62.5 feet by 120 feet (2.46 dwelling units per acre).

Legal Authority:

Per Land Development Code Section 2.4.4.G – City Council Review, at its regularly scheduled meeting, the City Council shall review the Preliminary Subdivision Plan. Based on the information generated and the comments made during the development review, the City Council shall approve, disapprove or approve subject to stated conditions. Approval of the Preliminary Subdivision Plan shall authorize review for approval of the Subdivision Construction Plans by the Development Review Committee as outlined in section 2.4.5.

Budget and Recommendation:

There is no cost associated with this item.

Staff reviewed this Preliminary Subdivision Plan on or before June 25, 2025 and recommends **APPROVAL** of the Nova Ridge Preliminary Subdivision Plan (PSP25-00001).

Finance Director's Comments:

N/A

Procurement Director's Comments:

N/A

City Manager's Comments:

City Manager recommends approval

City Council Action:

8/14/25 - Final Action

Attachments:

1. 1. PSP25-00001 Nova Ridge Staff Report CC 08.14.25
2. 2. PSP25-00001 Nova Ridge School Capacity Report
3. 3. PSP25-00001 Nova Ridge Plans



DRC Case No. /Ord. No.
PSP25-00001

Type of Application

Preliminary Subdivision
Plan

Case Name

Nova Ridge

Applicant/Agent

Deccan, LLC / Hanson,
Walter & Associates, Inc

Owner(s)

Duvivier Jenniver

Address/Location

Northwest of Nova Road
and East of Shaker Palm
Place

Parcel ID No.

Parcel 1:

03-26-31-00U0-0093-0000

Parcel 2:

03-26-31-00U0-0090-0000

Total Land Area

+/- 30.40 acres

Project Planner

Stephanie Streeter
Senior Planner

City Council Staff Report
Meeting Date: August 14, 2025



Figure 1 – Aerial Map

Request

The applicant is requesting approval of a Preliminary Subdivision Plan (PSP) of 75 single-family residential detached lots on approximately +/- 30.40 acres of land known as Nova Ridge. The subject property is shown in **Figure 1** above.

Background

The subject property is generally located northwest of Nova Road and east of Shaker Palm Place.

In accordance with the City of St. Cloud's Comprehensive Plan, the Low-Density Residential Future Land Use designation permits a maximum density of 4.0 dwelling units per acre. This Preliminary Subdivision Plan is consistent with the proposed "R1-B" Single-Family zoning district, the existing Low Density Residential Future Land Use and adheres to all standards defined within the Land Development Code. The proposed development includes the construction of 75 single-family detached units, each with front-loaded access and lot dimensions of 62.5 feet by 120 feet (2.46 dwelling units per acre).

Consistency With Strategic Plan Goals

The proposed Preliminary Subdivision Plan 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 Preliminary Subdivision Plan on or before June 25, 2025 and recommends **APPROVAL** of the Nova Ridge Preliminary Subdivision Plan (PSP25-00001).

City Council Requested Action

Per Land Development Code Section 2.4.4.G – City Council Review, at its regularly scheduled meeting, the City Council shall review the Preliminary Subdivision Plan. Based on the information generated and the comments made during the development review, the City Council shall approve, disapprove or approve subject to stated conditions. Approval of the Preliminary Subdivision Plan shall authorize review for approval of the Subdivision Construction Plans by the Development Review Committee as outlined in section 2.4.5.

Attachments

- Osceola County School Capacity Report
- Nova Ridge Preliminary Subdivision Plans

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

PLANNING SERVICES DEPARTMENT

SCHOOL CAPACITY REPORT - THREE YEAR OUTLOOK

Date: 5.6.25
SDOC #: 2024/25-0012
Jurisdiction: St. Cloud
DRC #: PSP25-00001
Project Name: Nova Ridge
Project Location: 0 Nova Road, St. Cloud, 34771
Comments Due Date: 5.16.25
AC: 30.4

Current FLU: LDR
Requested FLU: N/A
Current Zoning: R-1
Requested Zoning: N/A
PID: 03-26-31-00U0-0090-0000
 03-26-31-00U0-0093-0000

If proposed project increases utilization of schools above adopted level of service, applicant will obtain a Letter of Agreement outlining an accommodation plan for the students generated by this project, consistent with the provisions of Sections 6.1. - 6.7. of the Interlocal Agreement for the Planning and Coordination of Public Schools throughout Osceola County (as required by Section 163.31777, F.S.[2012]). "The County/Cities and the applicant must collaborate with the School Board to identify available means that might be used to achieve sufficient capacity to accommodate the development, which may include, but not be limited to developer contributions, project phasing, or developer provided facility improvements." If you should have any questions please feel free to contact the Osceola School District Planning Services Department at 407-518-2964.

Total Proposed Residential Units by Type

SF	75	TH	0	MF	0
Single Family		Townhome		Multi-Family	
Condo	0	MH	0	STR	0
Condominium		Mobile Home		Short Term Rental	
HOP	0	VV	0	AWH	0
Housing for Older Persons		Vacation Villas		Affordable-Workforce Housing	

Estimated Number of New Students Generated by Proposed Development

Elem. (K-5)	11	Middle (6-8)	7	High (9-12)	11
--------------------	----	---------------------	---	--------------------	----

Student Generation Calculations

Example Calculation: 100 (SF Units) x 0.178 (Elem. Rate) = 18 (Students)

Residential Categories					
Total Units	SF	TH	MF	Condo	MH
75	75	0	0	0	0

Student Generations Rates			
	Elem. (K-5)	Middle (6-8)	High (9-12)
SF	0.139	0.086	0.144
TH	0.096	0.052	0.089
MF	0.157	0.083	0.114
CONDO	0.059	0.03	0.047
MH	0.107	0.065	0.082

Total Students	
Elem (K-5)	11
Middle (6-8)	7
High (9-12)	11

Level of Service (LOS)

School Boundaries Impacted	2024/2025			2027/2028		
	COFTE	Permanent Student Capacity	Current Level of Service	3 YR. Projected COFTE	Projected COFTE w/ Impact	Projected LOS w/ Impact
HTES	1,017	1,174	87%	1,002	1,013	86%
NCMS	1,077	1,528	70%	1,065	1,072	70%
HRHS	2,571	2,716	95%	2,467	2,478	91%

Comments

The District has a history of working closely with the County and two municipalities to alleviate school capacity issues created by expanded residential development. 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.

Hickory Tree Elementary - Capacity may be met through space reconfigurations, redistricting and/or charter schools. A proposed new K-8 school is planned and funded to open in the 2026/2027 school year and may provide relief to Hickory Tree Elementary School.

Narcoossee Middle - A proposed new K-8 school is planned and funded to open in the 2024/2025 school year and will provide relief to Narcoossee Middle School.

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA
PLANNING SERVICES DEPARTMENT
SCHOOL CAPACITY REPORT - THREE YEAR OUTLOOK

Date:	5.6.25
SDOC #:	2024/25-0012
Jurisdiction:	St. Cloud
DRC #:	PSP25-00001

Comments cont.

Harmony High is over capacity and utilizes five (5) relocatables to accommodate its existing enrollment. A space reconfiguration of existing space created 225 new student stations for the 2023/2024 school year and provided relief for Harmony High School. A new high school has been funded and is scheduled to open for the 2026/2027 school year and will provide relief for Harmony High School. Additional capacity may be met through existing space reconfigurations, redistricting and/or charter schools.

DRAWING INDEX

Sheet Number	Sheet Title
01	COVER SHEET
02	BOUNDARY & TOPOGRAPHIC SURVEY
03	EXISTING SITE CONDITIONS
04	OVERALL PRELIMINARY SITE DIMENSION PLAN
05	TRACT DELINEATION
06	PRELIMINARY SITE DEVELOPMENT PLAN NORTH
07	PRELIMINARY SITE DEVELOPMENT PLAN SOUTH
08	TYPICAL SECTIONS
09	BUILDING ELEVATIONS

L0.00-L1.13 LANDSCAPE PLANS



PRELIMINARY SUBDIVISION PLAN FOR NOVA RIDGE

SECTION 3, TOWNSHIP 26 SOUTH , RANGE 31 OSCEOLA COUNTY, FLORIDA FEBRUARY 2025

PARCEL ID#

03-26-31-00U0-0090-0000
&
03-26-31-00U0-0093-0000

LEGAL DESCRIPTION:

BEGINNING 1025.65 FEET EAST OF THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 26 SOUTH, RANGE 31 EAST, OSCEOLA COUNTY, THENCE NORTH 89°47'20" EAST ALONG THE NORTH LINE OF SAID SECTION 3, 1025.65 FEET; THENCE SOUTH 00°03'11" WEST 682.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°47'20" WEST 350.18 FEET; THENCE SOUTH 00°03'10" WEST, 1074.80 TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF C.R. NO. 532 AND A POINT ON THE ARC OF A CURVE; THENCE ALONG SAID LINE AND CURVE CONCAVE TO THE NORTHWEST, HAVING A DELTA OF 4°37'44". A RADIUS OF 5,629.58 AN ARC DISTANCE OF 454.82 FEET; THENCE NORTH 00°03'11" WEST, 786.36 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 26 SOUTH, RANGE 31 EAST, OSCEOLA COUNTY, THENCE NORTH 89°47'20" EAST ALONG THE NORTH LINE OF SAID SECTION 3, 1025.65 FEET; THENCE SOUTH 00°03'11" WEST 682.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°47'20" WEST 350.18 FEET; THENCE SOUTH 00°03'10" WEST, 1074.80 TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF C.R. NO. 532 AND A POINT ON THE ARC OF A CURVE; THENCE ALONG SAID LINE AND CURVE CONCAVE TO THE NORTHWEST, HAVING A DELTA OF 4°37'44". A RADIUS OF 5,629.58 AN ARC DISTANCE OF 454.82 FEET; THENCE NORTH 00°03'11" WEST, 786.36 FEET TO THE POINT OF BEGINNING.

THE FOLLOWING LIST OF CONTACTS IS BASED UPON INFORMATION FROM SUNSHINE STATE ONE CALL OF FLORIDA, INC. AND THE BEST AVAILABLE INFORMATION AT THE TIME. THE CONTRACTOR SHALL COMPLETE THEIR OWN DUE DILIGENCE TO ENSURE THERE ARE NO ADDITIONAL UTILITIES WITHIN THE LIMITS OF CONSTRUCTION. IF ADDITIONAL UTILITIES ARE DISCOVERED, CONTACT THE ENGINEER PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONTACT THE FOLOWING AGENCIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.

CONTRACTOR SHALL CONTACT THE FOLLOWING
AGENCIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION:

1. ST. CLOUD PUBLIC WORKS
CITY OF ST. CLOUD
1300 9TH STREET
ST. CLOUD, FL 34769
(407) 957-7347

2. ELECTRIC
ORLANDO UTILITIES COMMISSION
2903 17TH ST
ST. CLOUD, FL 34769
(407) 957-7231

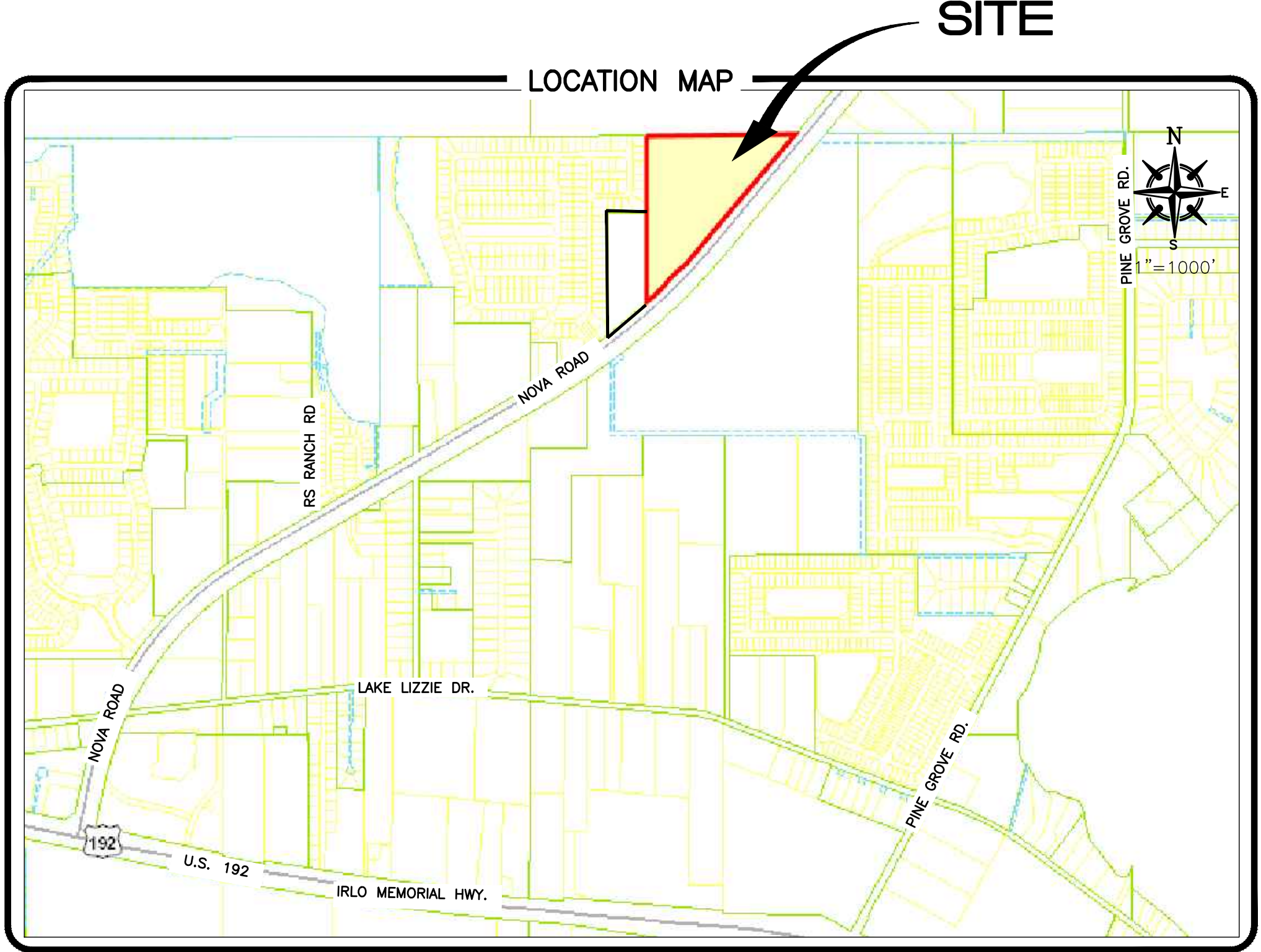
3. CABLE TELEVISION
SPECTRUM
3767 ALL AMERICAN BLVD
ORLANDO, FL 32810
(407) 532-8509

4. TELEPHONE
COMCAST COMMUNICATIONS
8130 CR. 44, LEG A
LEESBURG, FL 34768
(352) 315-8528

5. CENTURYLINK
33 N. MAIN ST
WINTER GARDEN, FL 34787
(407) 814-5344

6. OSCEOLA COUNTY PUBLIC WORKS (FRAMEWORK STREET)
1 COURTHOUSE SQUARE, SUITE 3100
KISSIMMEE, FL 34741
(407) 742-0662

7. TOHOPEKALIGA WATER AUTHORITY
951 MLK BLVD
KISSIMMEE, FL 34741
(407) 944-5000



SITE

SITE INFORMATION:

- OWNER:**
DECCAN, LLC
11247 BRIDGEHOUSE RD.
WINDEMERE, FL 34786

PREPARED FOR:
KB HOME ORLANDO
SAMMY CHAKHACHIRO, MANAGER OF LAND ENTITLEMENTS
9102 SOUTHPARK CENTER LOOP, SUITE 100
ORLANDO, FL 32819
407-754-6748
SYCHAKHACHIRO@KBHOME.COM
- PROJECT DESCRIPTION:**
THE INTENT OF THIS SITE IS TO CONSTRUCT A 75 LOT DETACHED SINGLE-FAMILY HOME SUBDIVISION WITH ASSOCIATED AMENITIES AND FRAMEWORK STREET IMPROVEMENTS.
- THE EXISTING ZONING FOR THIS SITE (IS: R-1B)**
THE FUTURE LAND USE FOR THIS SITE IS: LDR
- SETBACK:**
FRONT..... 25'
REAR..... 25'
STREET SIDE (SECONDARY STREET) 15'
SIDE..... 5'
- FINAL/DESIGN LANDSCAPE AND IRRIGATION PLANS WILL BE SUBMITTED WITH S.C.P. PLANS
- TRIP GENERATION:**
THE ITE 11th EDITION ESTIMATES (BASED ON LAND USE SINGLE-FAMILY)
WEEKDAY 75 (LOT) x 9.93 = 755 TRIPS (50%/50%)
WEEKDAY (A.M. PEAK HOUR) = 63 TRIPS (25%/75%)
WEEKDAY (P.M. PEAK HOUR) = 76 TRIPS (63%/37%)
- ALL PROPOSED UTILITIES WILL BE PROVIDED UNDERGROUND.
- THE PROPOSED SUBDIVISION WILL BE SUPPLIED WITH WATER, SEWER AND RE-USE PROVIDED BY TOHOPEKALIGA WATER AUTHORITY.
- ALL APPLICABLE STATE AND FEDERAL PERMITS MUST BE OBTAINED BEFORE COMMENCEMENT OF DEVELOPMENT.
- ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 12097C0115G DATED JUNE 18, 2013, THE LAND AND THE IMPROVEMENTS AS SHOWN HEREON ARE NOT WITHIN A 100-YEAR FLOOD HAZARD ZONE. THE LAND IS IN ZONE "X".
- MAXIMUM BUILDING HEIGHT 35' (TWO-STORY)
- SOILS TYPE** (PER SOIL SURVEY OF OSCEOLA CO., FL DATED APRIL, 1979)
MYAKKA FINE SAND, 0 TO 2 PERCENT SLOPES
PLACID FINE SAND, FREQUENTLY PONDED, 0 TO 1 PERCENT SLOPES
POMELLO FINE SAND, 0 TO 5 PERCENT SLOPES
TAVARES FINE SAND, 0 TO 5 PERCENT SLOPES
WATER
- ALL INTERNAL LOCAL STREETS WILL BE BY DEDICATED TO THE PUBLIC AND MAINTAINED BY CITY OF ST. CLOUD. INTERNAL ON-STREET PARKING FOR LOCAL STREETS WILL BE MAINTAINED BY THE HOA. FRAMEWORK STREET WILL BE DEDICATED AND MAINTAINED BY OSCEOLA COUNTY. ALL AMENITIES INCLUDING THE STORMWATER MANAGEMENT POND (TRACT 1 & 8) WILL BE MAINTAINED BY THE COMMUNITY HOA/CDD.

14.) PARCEL ID: 03-26-31-00U0-0090-0000 & 03-26-31-00U0-0093-0000

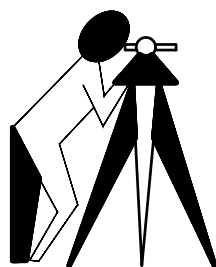
15.) DENSITY CALCULATION:
75 LOTS / 30.4 AC (DEVELOPABLE AREA) = 2.46 LOT / AC

16.) LAND USE BREAKDOWN:

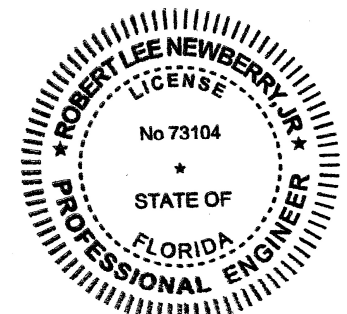
Land Use	Area (ac)		Area (sf)
Building Roof Area	6.62	or	377665
Wet Detention Pond	8.25	or	359370
Pervious	9.02	or	392911
Impervious	3.23	or	193842
Wetlands	0.00	or	0
TOTAL	30.39		1,323,788



PREPARED BY:



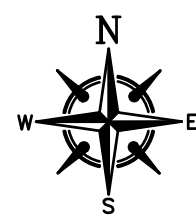
8 BROADWAY, SUITE 4, KISSIMMEE, FLORIDA 34741-5708
PHONE: (407) 847-9433 FAX: (407) 847-2499
ENG. CERT. OF AUTHOR. No. 3265/SUR. CERT. OF AUTHOR. No. 3270
ENGINEERING, SURVEYING AND PLANNING



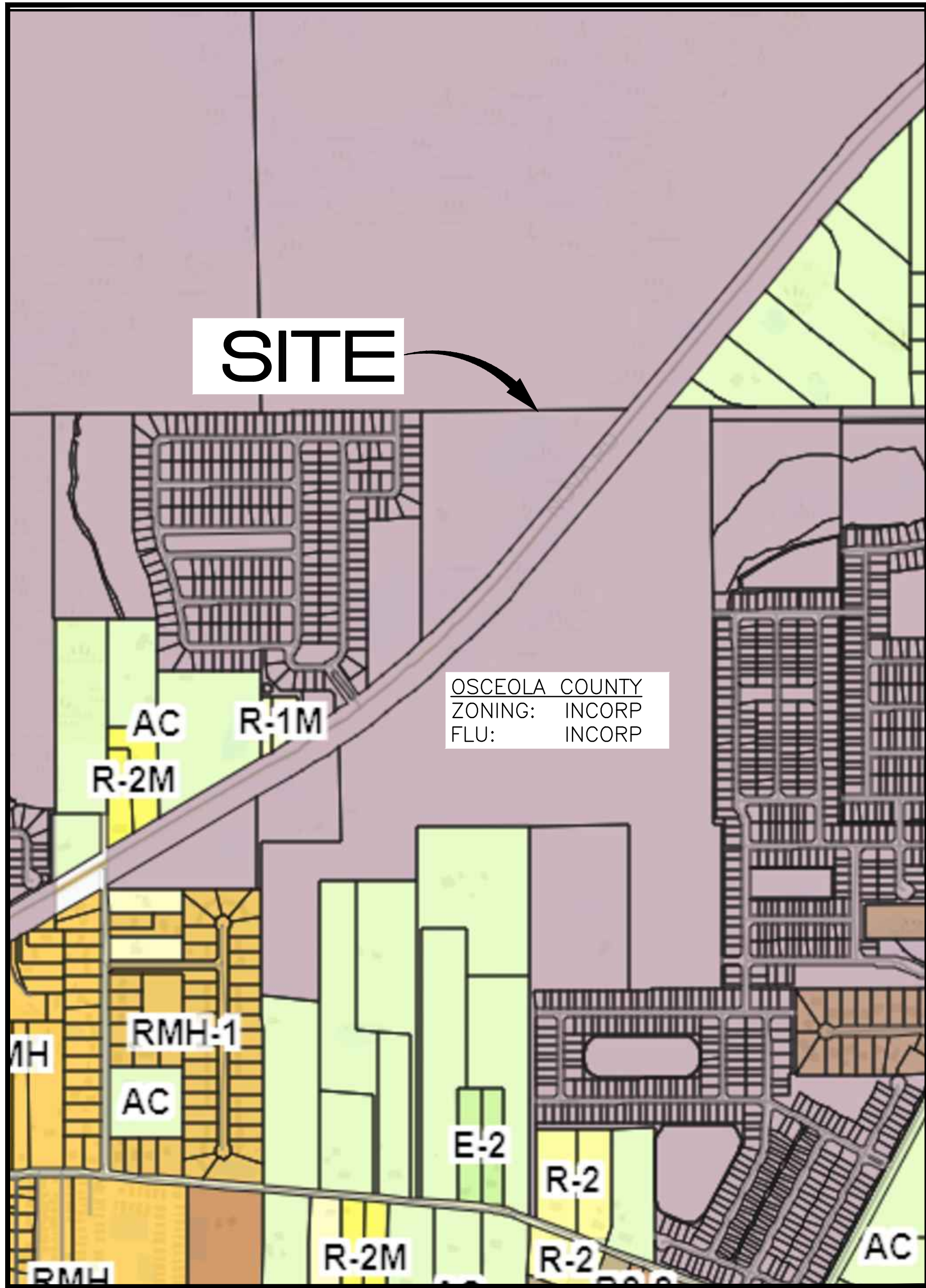
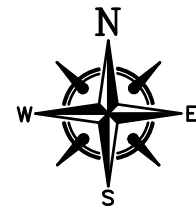
Hanson, Walter & Associates, Inc.

Robert L
Newberry
2025.06.2
6 07:21:07
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HWA JOB # 5600
SHEET 01 of 09

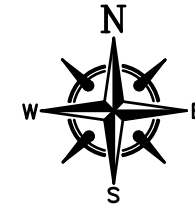


AERIAL MAP



FUTURE LAND USE & ZONING EXHIBIT

THE EXISTING ZONING FOR THIS SITE IS: INCORP
THE FUTURE LAND USE FOR THIS SITE IS: INCORP



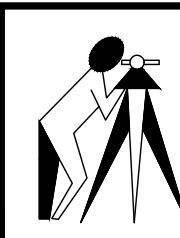
SOIL MAP

SOILS TYPE (PER SOIL SURVEY OF OSCEOLA CO., FL DATED APRIL, 1979)
22 MYAKKA FINE SAND, 0 TO 2 PERCENT SLOPES
32 MYAKKA FINE SAND, FREQUENTLY PONDED, 0 TO 1 PERCENT SLOPES
34 POMELLO FINE SAND, 0 TO 5 PERCENT SLOPES
44 TAVARES FINE SAND, 0 TO 5 PERCENT SLOPES
99 WATER

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CAD#	(see stamp)	DATE	12/9/24		

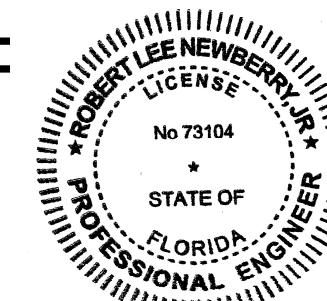
DATE	BY	REVISIONS



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PHONE: (407) 847-9433
ENGINEERING FAX: (321) 442-1045 SURVEY FAX: (407) 847-2499
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Hanson, Walter & Associates, Inc.

PRELIMINARY SUBDIVISION PLAN
FOR
NOVA RIDGE

EXISTING SITE CONDITIONS



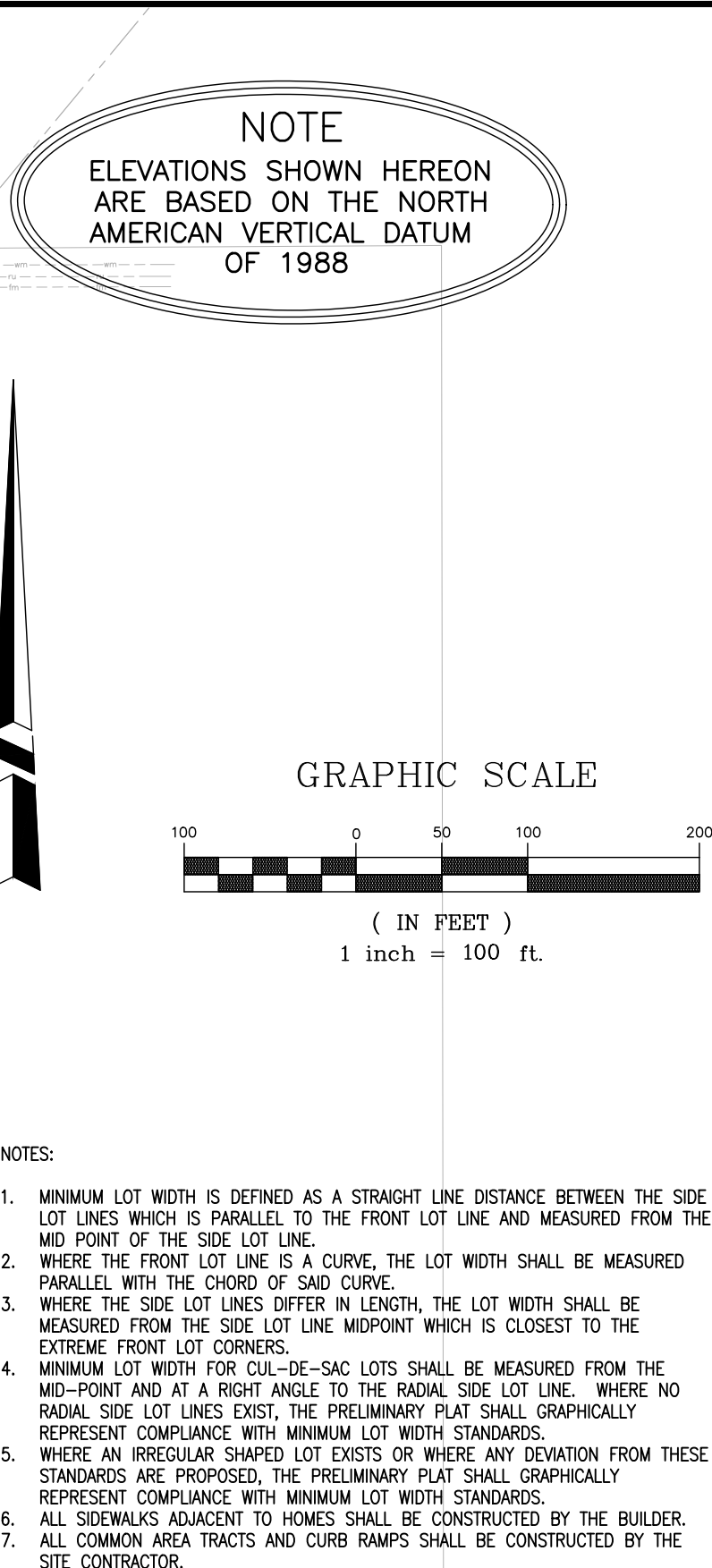
Robert L.
Newberry
2025.05.27
13:01:21
-04'00'

SHEET NO	03	of	##
JOB NO	5600		

STREET A
(WIDE 50' W/IN PARALLEL)

STREET C
(WIDE 50' W/IN PARALLEL)

1"=40'



SITE SUMMARY

1. SITE WILL CONSIST OF: 75 SINGLE FAMILY UNITS
R-1B ZONING; MIN LOT SIZE 7,500-SF (62.5 X 120-FT)

2. INTERNAL STREETS WILL BE PUBLICLY OWNED AND CONSTRUCTED TO CITY OF ST CLOUD LOCAL ROAD STANDARDS. ON-STREET PARKING SHALL BE MAINTAINED BY HOA. FRAMEWORK STREET WILL BE DEDICATED AND MAINTAINED BY OSCEOLA COUNTY

3. DENSITY CALCULATIONS:

AREA (AC):	TOTAL 30.40
TOTAL UNITS	75
GROSS DENSITY (UNITS/AC)	2.46

4. PARKING CALCULATIONS:

REQUIRED

4 SPACES PER LOT + 1 SPACE FOR EVERY 2 DWELLING UNIT IN DESIGNATED ON-STREET PARKING

4 SPACE (75 LOTS) + 1 SPACE (38 LOTS / 2 UNITS)

300 SPACES + 38 SPACES = 338 SPACES (REQUIRED)

PROVIDED

4 SPACES PER LOT (2 CAR GARAGE): 300 SPACES (75 LOTS x 4 SPACES) (ON-PROPERTY)

ON-STREET PARKING (16' 90' & 26' PARALLEL): 42 SPACES (INCLUDING 2 HANDICAP SPACES)

TOTAL: 342 SPACES (PROVIDED)

TRACT TABLE SUMMARY					
TRACT	DESCRIPTION/USE	MAINTENANCE RESPONSIBILITY	TRACT AREA	CREDIT ALLOCATION	OPEN SPACE ALLOCATION
75 LOTS/UNITS	DETACHED SINGLE FAMILY LOTS	PRIVATE	13.5	N/A	0.00
INTERNAL ALLEY (STREET D)	PRIVATE ALLEY RIGHT OF WAY	PRIVATE	0.31	N/A	0.00
INTERNAL STREETS (STREETS A THRU C & E)	DEDICATED RIGHT OF WAY (F/S PLAT)	COSC (REFER TO TRACT TABLE SUMMARY NOTE 1)	3.91	N/A	0.00
1 (STORM WATER)	POND/ OPEN SPACE	H.O.A	4.05	50% OF REQUIRED OPEN SPACE	2.03
2	OPEN SPACE	H.O.A	0.11	1:1 RATIO	0.11
3	LIFT STATION	TOHO	0.18	N/A	0.00
4	RECREATION/ OPEN SPACE	H.O.A	0.79	1:1 RATIO	0.79
5	OPEN SPACE	H.O.A	0.26	1:1 RATIO	0.26
6	OPEN SPACE	H.O.A	0.06	1:1 RATIO	0.06
7	OPEN SPACE	H.O.A	0.30	1:1 RATIO	0.30
8 (STORM WATER)	POND/ OPEN SPACE	H.O.A	6.05	50% OF REQUIRED OPEN SPACE	3.02
9	WETLAND	H.O.A	0.71	40% OF WETLAND AREA	0.17
10	OPEN SPACE	H.O.A	0.12	1:1 RATIO	0.12
11	OPEN SPACE	H.O.A	0.05	1:1 RATIO	0.05
TOTAL TRACT AREA			30.4		
TOTAL OPEN SPACE PROVIDED				6.91	
TOTAL OPEN SPACE REQUIRED PER LDC 8.4.4 (20% OF DEVELOPABLE AREA: 30.4 AC)				6.08	

GENERAL NOTES:

1.) **SETBACKS:**

FRONT	25'
REAR	25'
STREET SIDE (SECONDARY STREET)	15'
SIDE	5'

2.) MAXIMUM BUILDING HEIGHT 35' (TWO-STORY)

3.) MINIMUM LOT SIZE: 7,500 SQ. FT

4.) MINIMUM CORNER LOT SIZE: 8,525 SQ. FT

5.) MINIMUM LOT DEPTH: 120 FEET

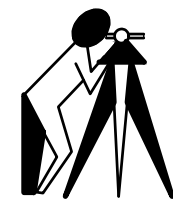
6.) MIN. LOT WIDTH: 62.5 FEET

7.) MAXIMUM LOT IMPERVIOUS AREA 80% OR 6000 SQ. FT

	Robert L. Newberry	SHEET NO
	2025.06.26	<u>04</u> of <u>09</u>
	07:21:58	JOB NO <u>5600</u>

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DRAWN	RS	PAGE	—	TWP.	26S				
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CAD# (see stamp)		DATE	5/27/25			05-07-25	RN	CITY COMMENTS	△
						DATE	BY	REVISIONS	

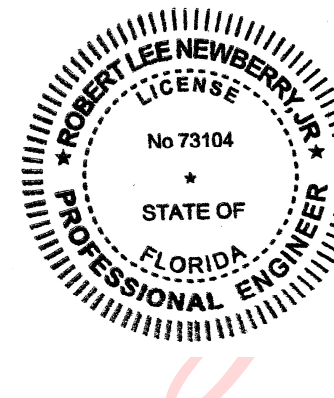


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PHONE: (407) 847-9433
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Hanson, Walter & Associates, Inc.



PRELIMINARY SUBDIVISION PLAN
FOR
NOVA RIDGE

TRACT DELINEATION



Robert L.

Newberry

2025.06.26

07:22:29

-04'00'

SHEET N°

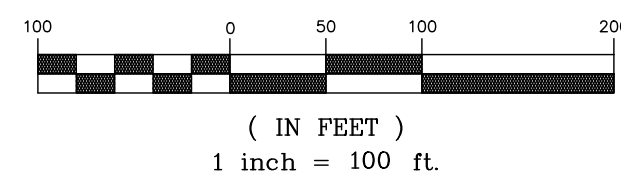
05 of 09

JOB N° 5600

NOTE
ELEVATIONS SHOWN HEREON
ARE BASED ON THE NORTH
AMERICAN VERTICAL DATUM
OF 1988



GRAPHIC SCALE

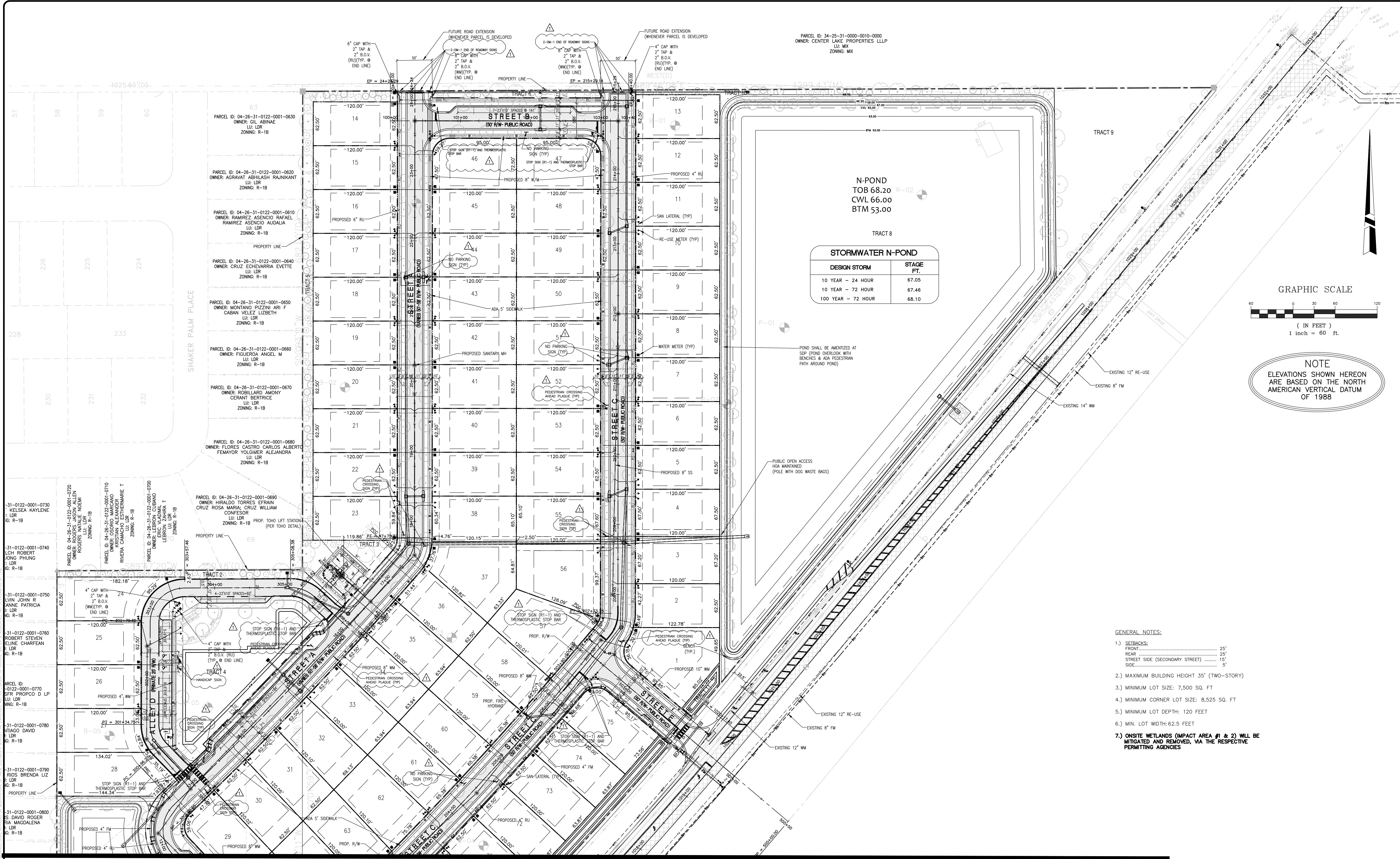


GENERAL NOTES:

- 1.) SETBACKS:
FRONT 25'
REAR 25'
STREET SIDE (SECONDARY STREET) 15'
SIDE 5'
- 2.) MAXIMUM BUILDING HEIGHT 35' (TWO-STORY)
- 3.) MINIMUM LOT SIZE: 7,500 SQ. FT
- 4.) MINIMUM CORNER LOT SIZE: 8,525 SQ. FT
- 5.) MINIMUM LOT DEPTH: 120 FEET
- 6.) MIN. LOT WIDTH: 62.5 FEET

TRACT TABLE SUMMARY					
TRACT	DESCRIPTION/USE	MAINTENANCE RESPONSIBILITY	TRACT AREA	CREDIT ALLOCATION	OPEN SPACE ALLOCATION
75 LOTS/UNITS	DETACHED SINGLE FAMILY LOTS	PRIVATE	13.5	N/A	0.00
INTERNAL ALLEY (STREET D)	PRIVATE ALLEY RIGHT OF WAY	PRIVATE	0.31	N/A	0.00
INTERNAL STREETS (STREETS A THRU C & E)	DEDICATED RIGHT OF WAY (FS PLAT)	COSC (REFER TO TRACT TABLE SUMMARY NOTE 1)	3.91	N/A	0.00
1 (STORM WATER)	POND / OPEN SPACE	H.O.A	4.05	50% OF REQUIRED OPEN SPACE	2.03
2	OPEN SPACE	H.O.A	0.11	1:1 RATIO	0.11
3	LIFT STATION	TOHO	0.18	N/A	0.00
4	RECREATION / OPEN SPACE	H.O.A	0.79	1:1 RATIO	0.79
5	OPEN SPACE	H.O.A	0.26	1:1 RATIO	0.26
6	OPEN SPACE	H.O.A	0.06	1:1 RATIO	0.06
7	OPEN SPACE	H.O.A	0.30	1:1 RATIO	0.30
8 (STORM WATER)	POND / OPEN SPACE	H.O.A	6.05	50% OF REQUIRED OPEN SPACE	3.02
9	WETLAND	H.O.A	0.71	40% OF WETLAND AREA	0.17
10	OPEN SPACE	H.O.A	0.12	1:1 RATIO	0.12
11	OPEN SPACE	H.O.A	0.05	1:1 RATIO	0.05

TOTAL TRACT AREA	30.4	
TOTAL OPEN SPACE PROVIDED		6.91
TOTAL OPEN SPACE REQUIRED PER LDC 8.4.4 (20% OF DEVELOPABLE AREA: 30.4 AC)		6.08



DESIGN MW

DRAWN RS

CHECKED RN

CAD# (see stamp)

F.B. NO. -

PAGE -

SCALE AS SHOWN

DATE 5/27/25

SEC. 3

TWP. 26S

RANGE 31

05-07-25 RN

CITY COMMENTS

REVISIONS

8 BROADWAY, SUITE 104, KISSIMMEE, FLORIDA 34741-5708

PHONE: (407) 847-9433

ENGINEERING FAX: (321) 442-1045 SURVEY FAX: (407) 847-2499

ENG. CERT. OF AUTHOR. No. 3265/SUR. CERT. OF AUTHOR. No. 3270

ENGINEERING, SURVEYING AND PLANNING

Hanson, Walter & Associates, Inc.

PRELIMINARY SUBDIVISION PLAN

FOR

NOVA RIDGE

PRELIMINARY SITE

DEVELOPMENT PLAN

NORTH

Robert L. Newberry

2025.05.27

16:52:16

-04'00'

SHEET N°

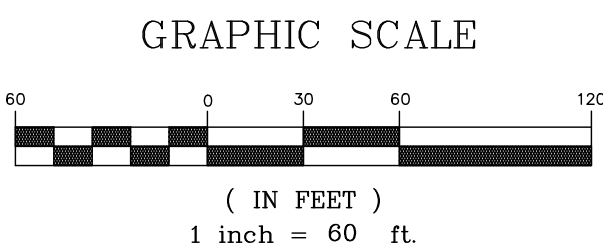
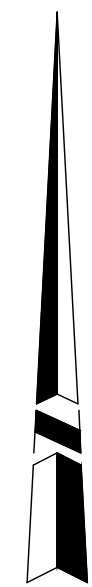
06 of 09

JOB N° 5600

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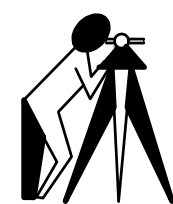
NOTE
ELEVATIONS SHOWN HEREON
ARE BASED ON THE NORTH
AMERICAN VERTICAL DATUM
OF 1988

MATCH LINE SEE SHEET 11



GENERAL NOTES:

- 1.) SETBACKS:
FRONT..... 25'
REAR..... 25'
STREET SIDE (SECONDARY STREET)..... 15'
SIDE..... 5'
- 2.) MAXIMUM BUILDING HEIGHT 35' (TWO-STORY)
- 3.) MINIMUM LOT SIZE: 7,500 SQ. FT
- 4.) MINIMUM CORNER LOT SIZE: 8,525 SQ. FT
- 5.) MINIMUM LOT DEPTH: 120 FEET
- 6.) MIN. LOT WIDTH: 62.5 FEET
- 7.) ONSITE WETLANDS (IMPACT AREA #1 & 2) WILL BE MITIGATED AND REMOVED, VIA THE RESPECTIVE PERMITTING AGENCIES



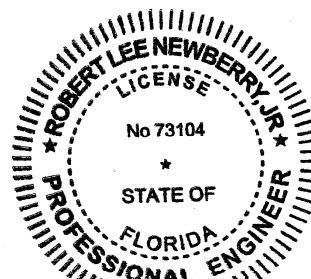
8 BROADWAY, SUITE 104, KISSIMMEE, FLORIDA 34741-5708
PHONE: (407) 847-9433
ENGINEERING FAX: (321) 442-1045 SURVEY FAX: (407) 847-2499
ENG. CERT. OF AUTHOR. No. 3265/SUR. CERT. OF AUTHOR. No. 3270
ENGINEERING, SURVEYING AND PLANNING



Hanson, Walter & Associates, Inc.

PRELIMINARY SUBDIVISION PLAN
FOR
NOVA RIDGE

PRLIMINARY SITE
DEVELOPMENT PLAN
SOUTH



Robert L.

Newberry

2025.05.27

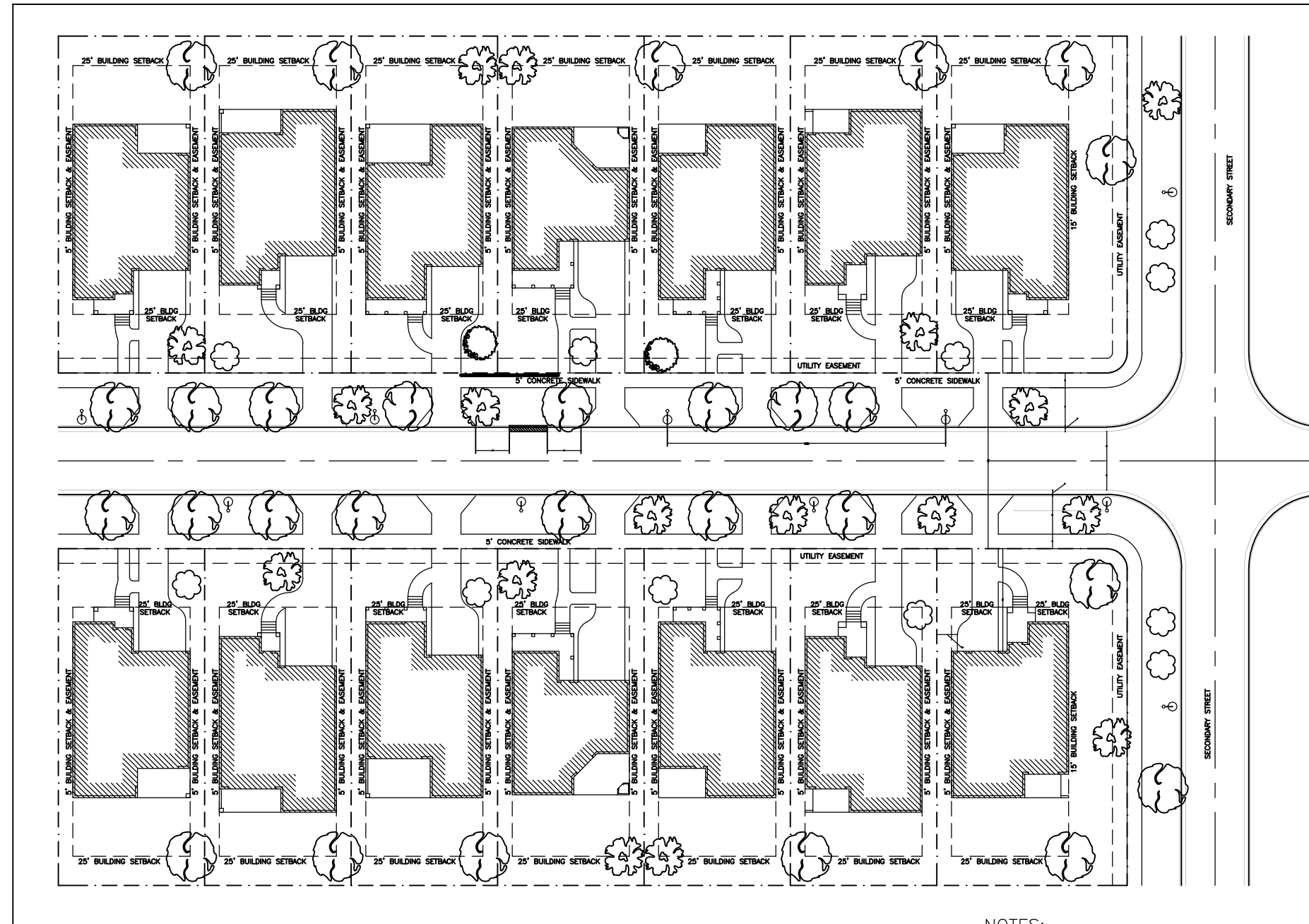
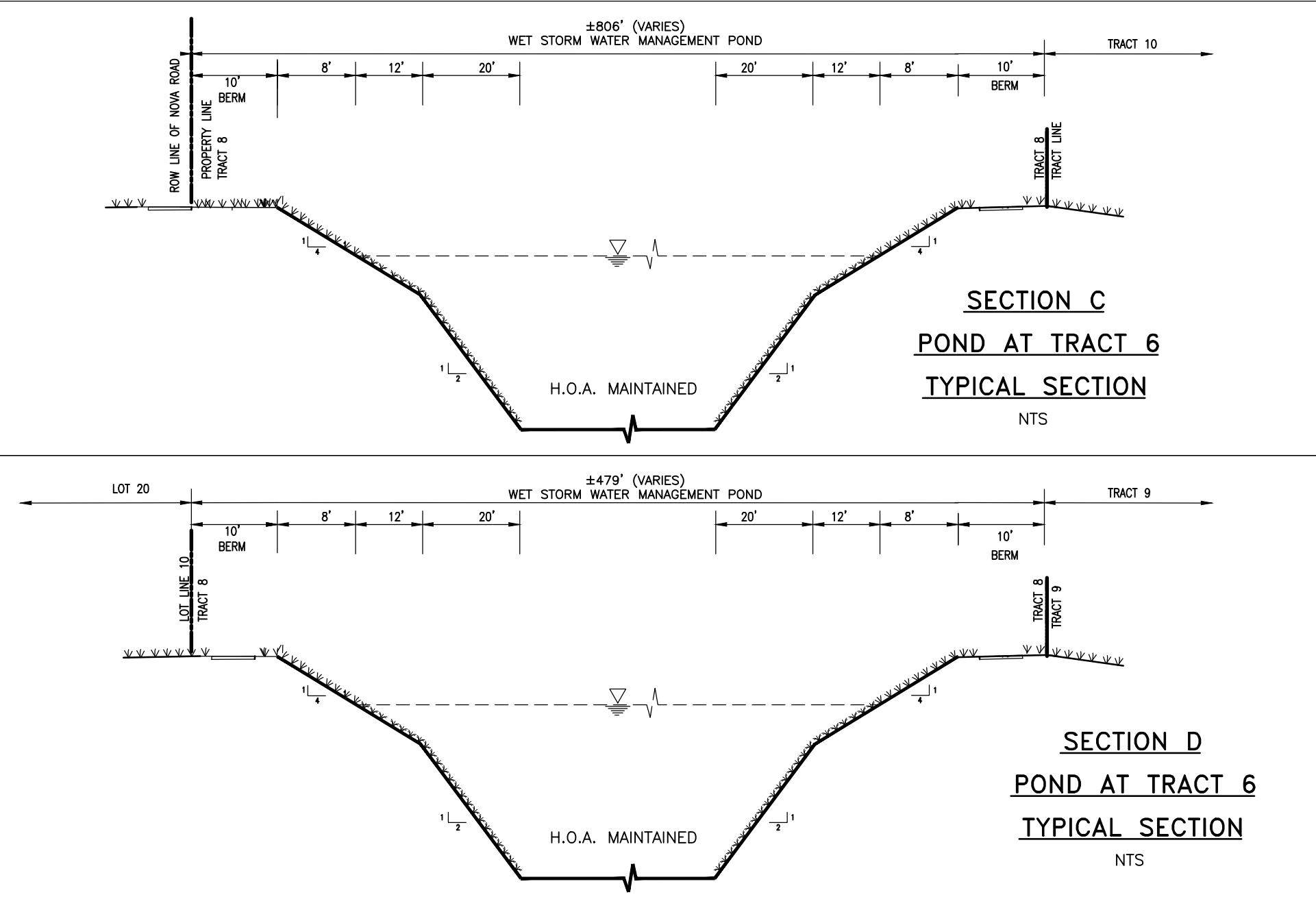
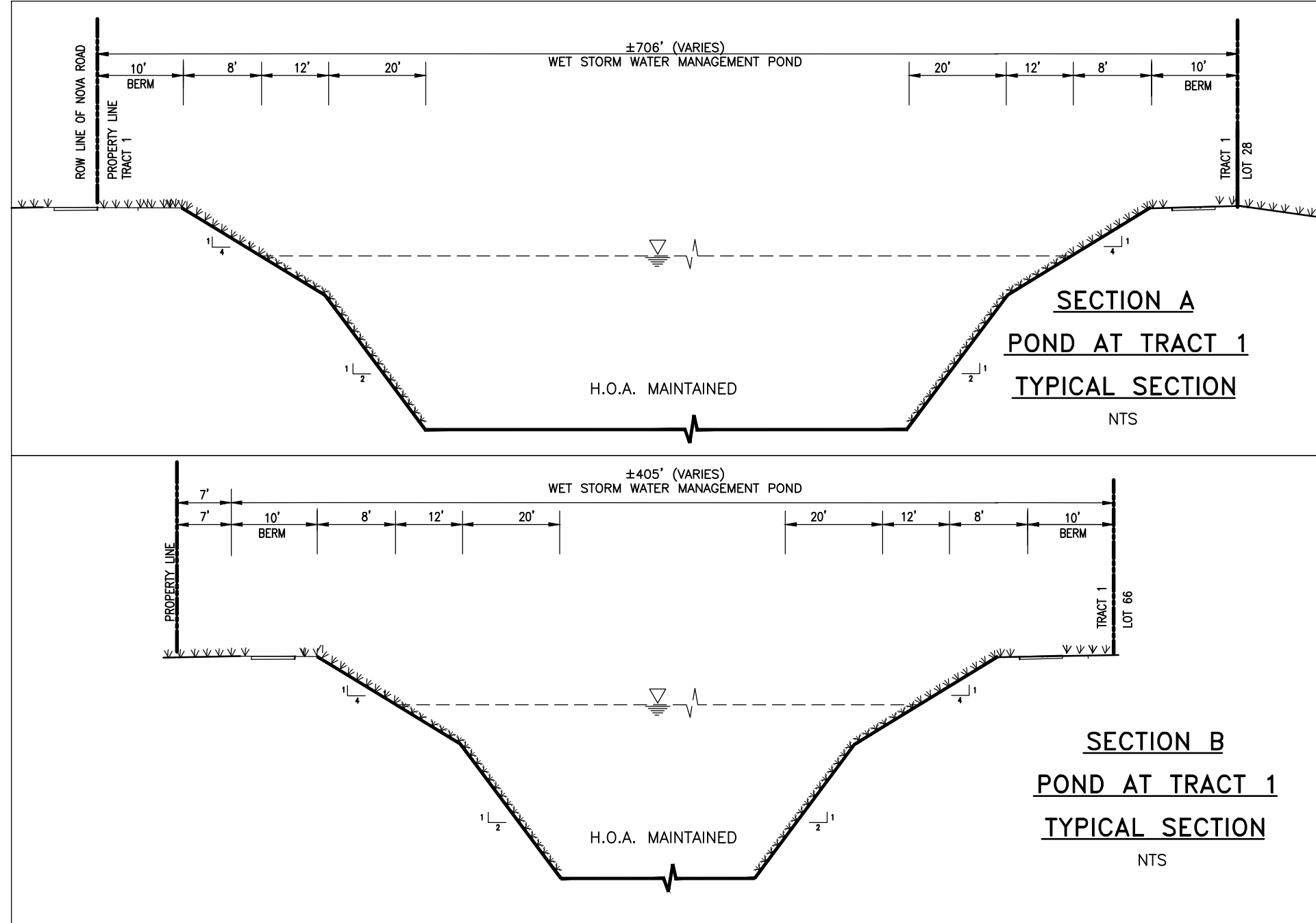
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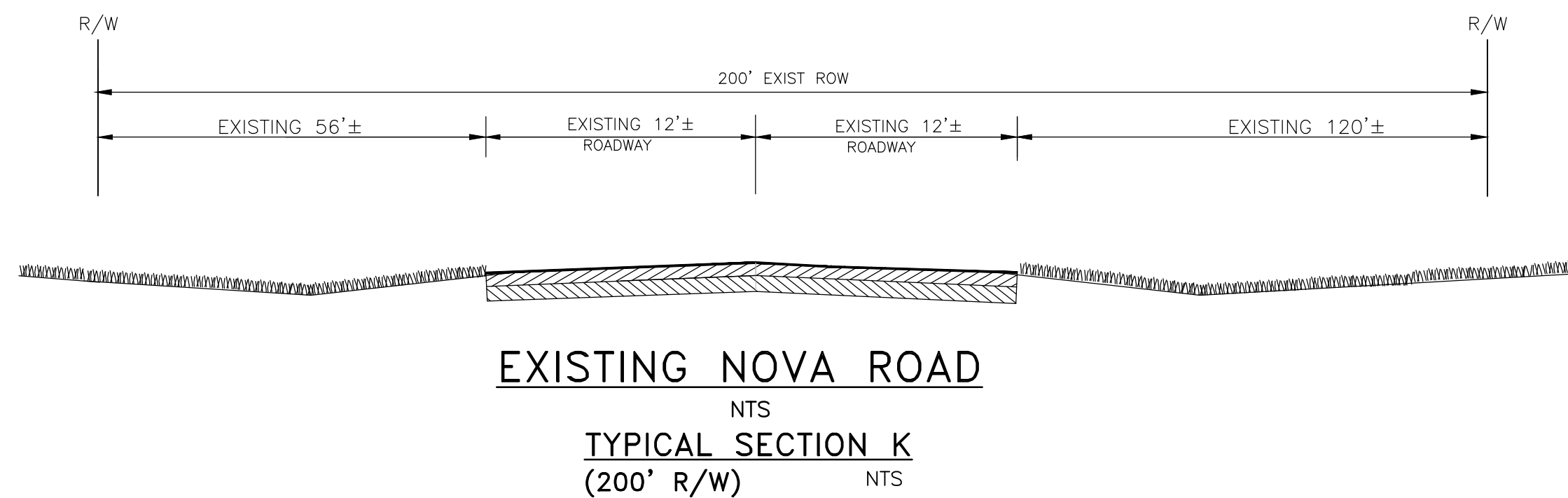
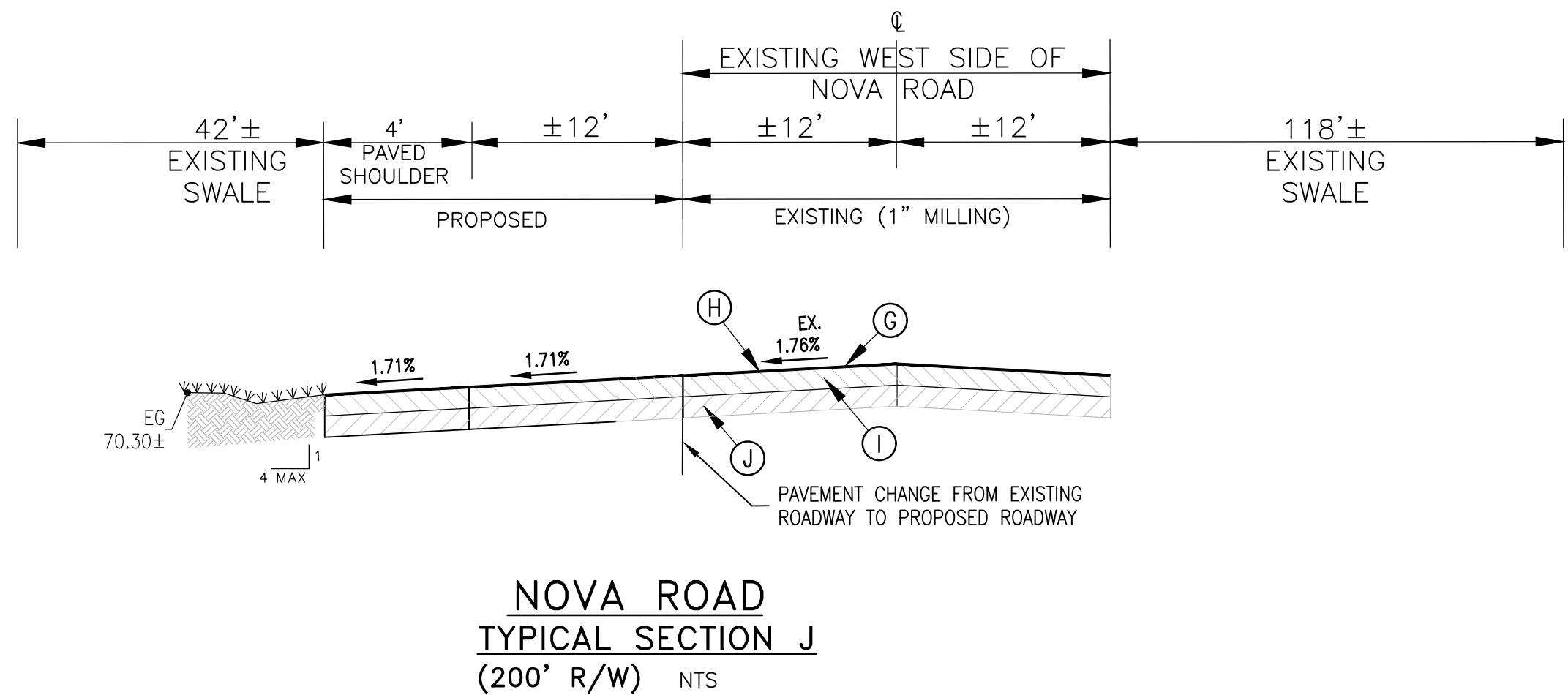
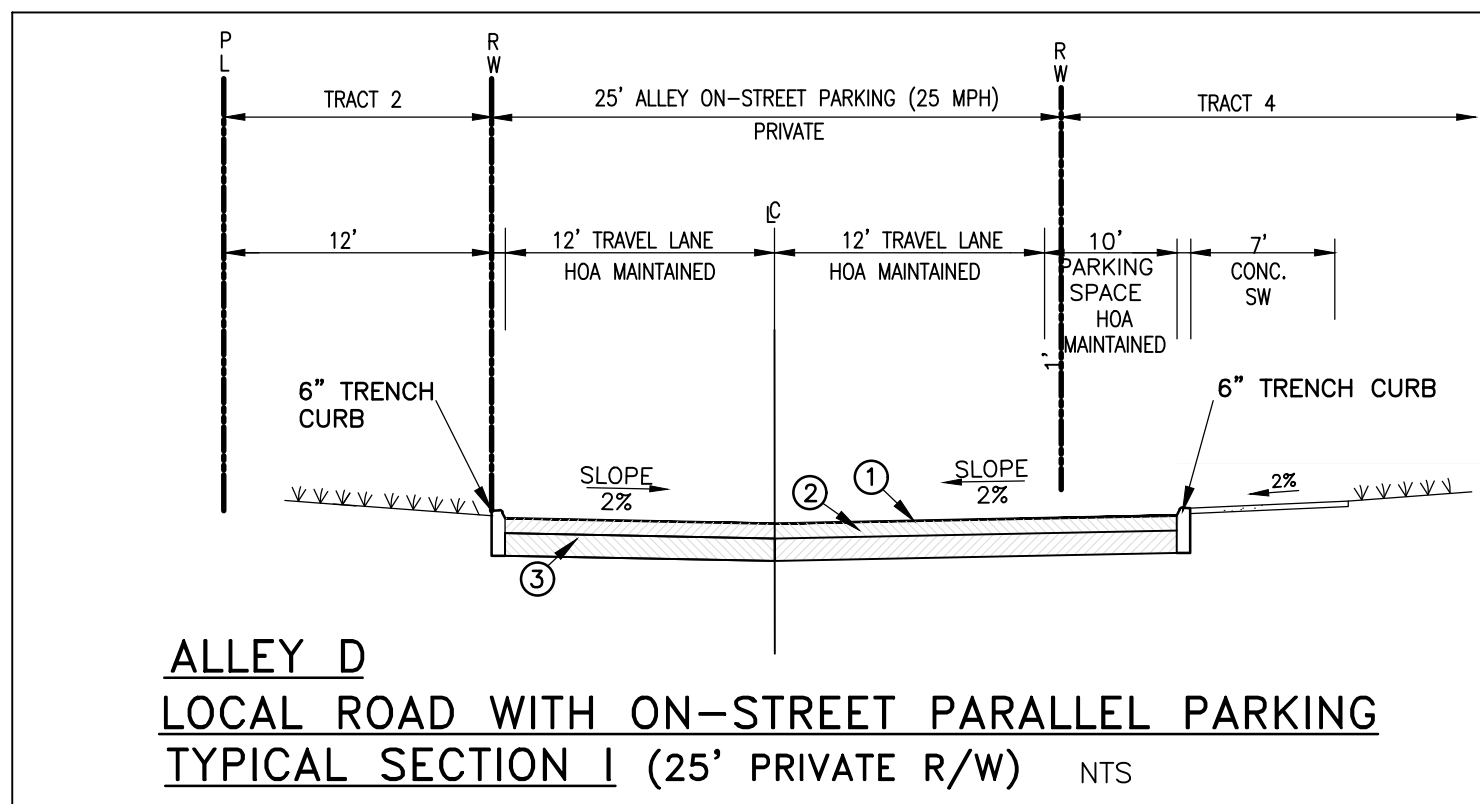
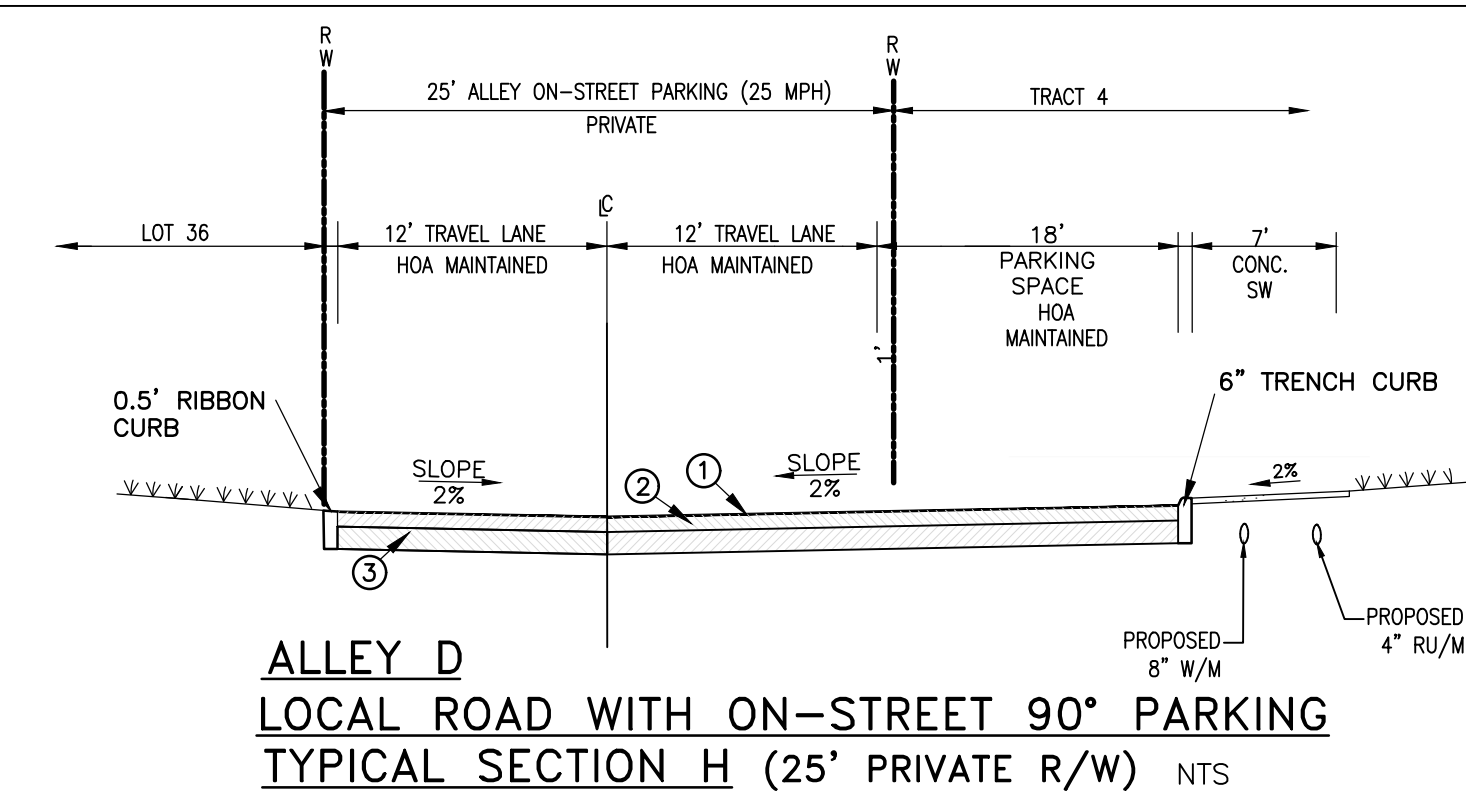
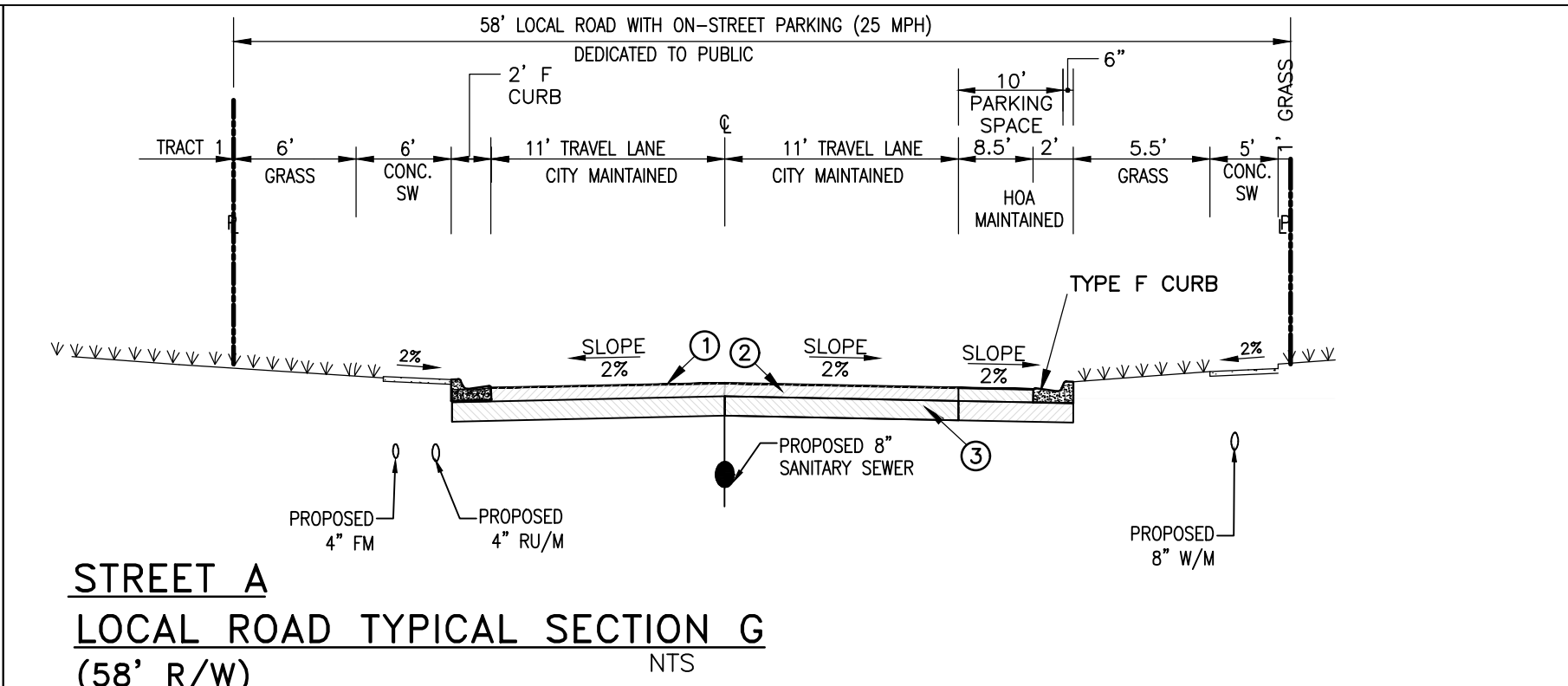
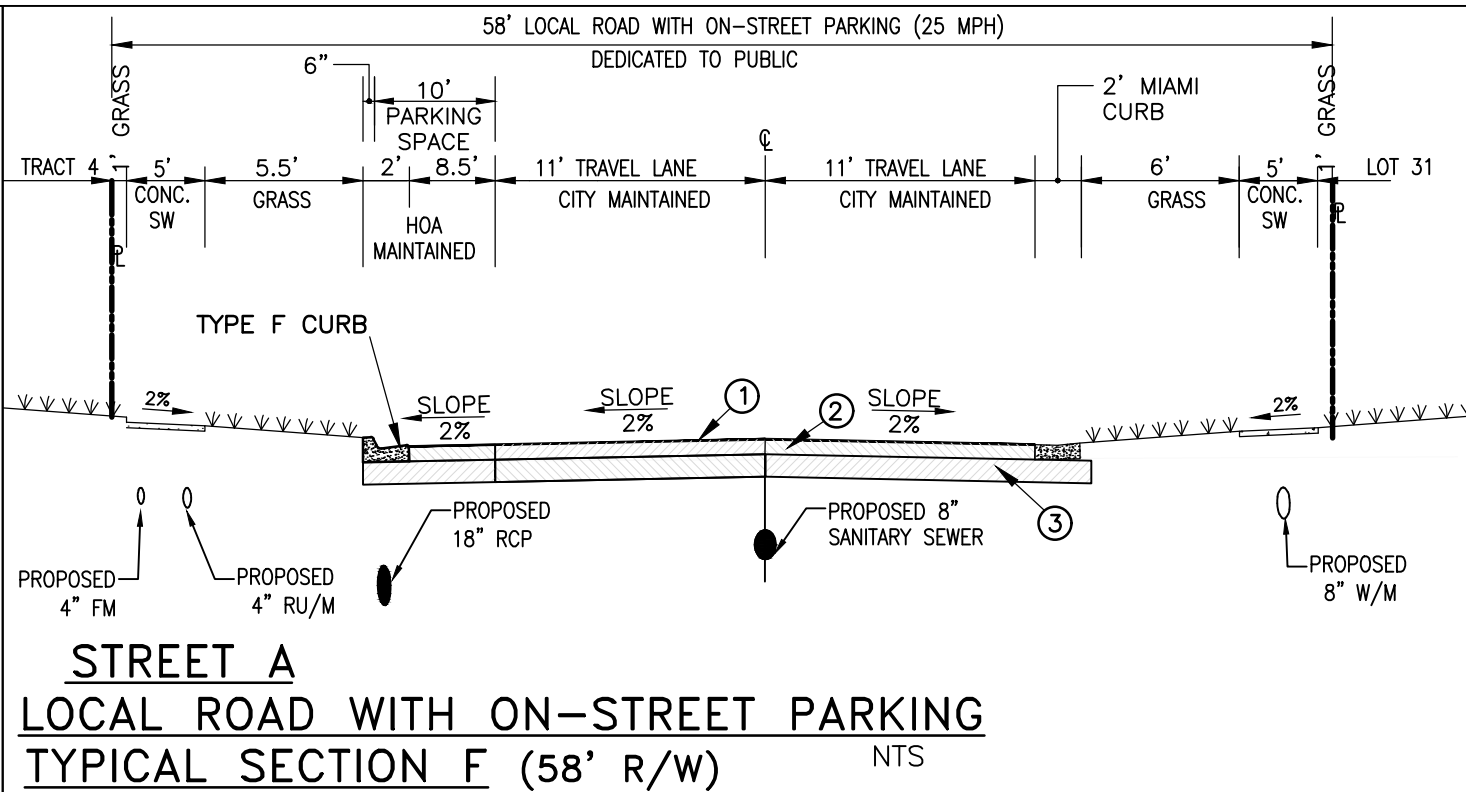
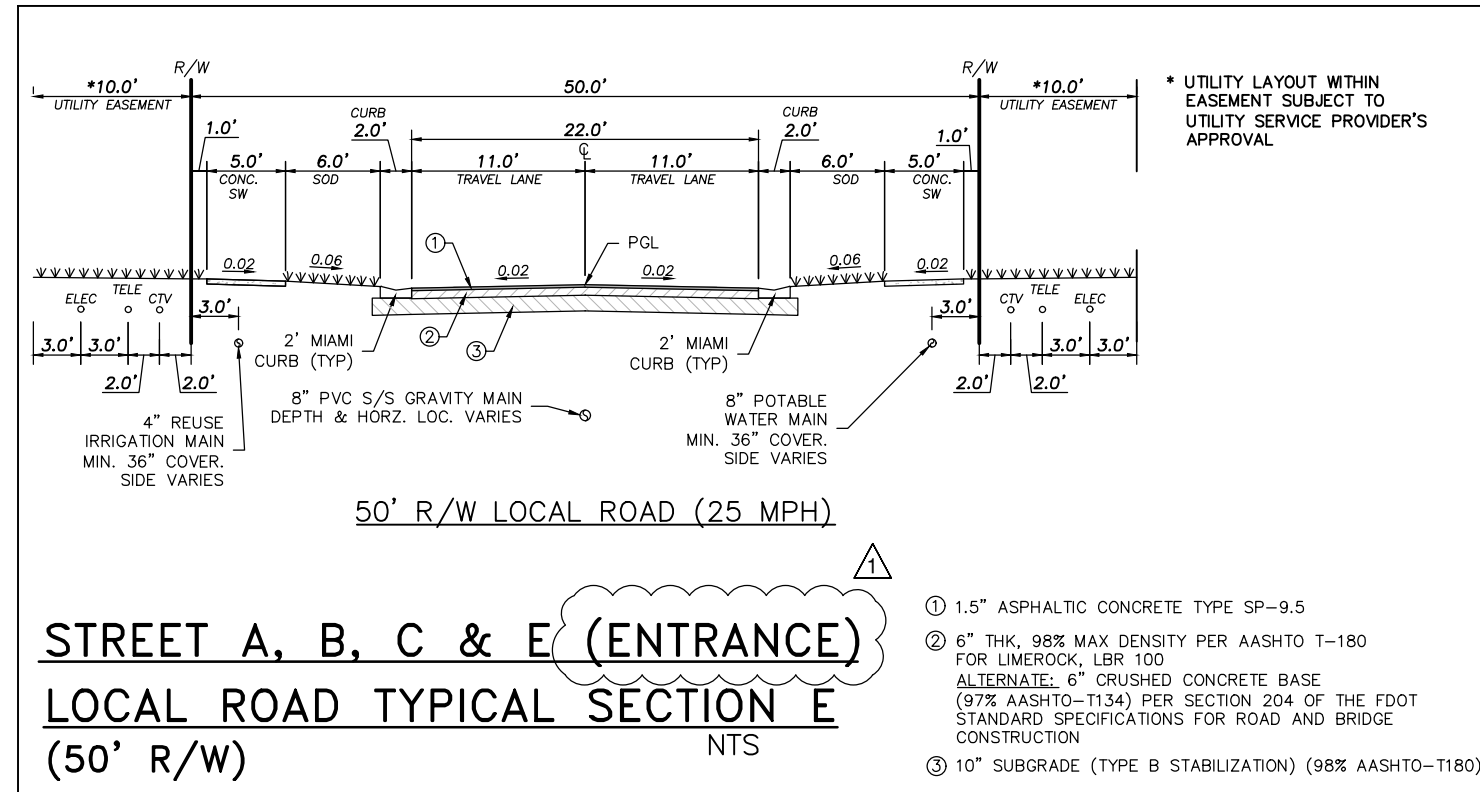
07 of 09

JOB N° 5600



TYPICAL LOT DETAIL

- NOTES:
- 1.) SETBACKS:
FRONT..... 25'
REAR..... 25'
STREET SIDE (SECONDARY STREET)..... 15'
SIDE..... 5'
 - 2.) MAXIMUM BUILDING HEIGHT 35' (TWO-STORY)
 - 3.) MINIMUM LOT SIZE: 7,500 SQ. FT
 - 4.) MINIMUM CORNER LOT SIZE: 8,525 SQ. FT
 - 5.) MINIMUM LOT DEPTH: 120 FEET
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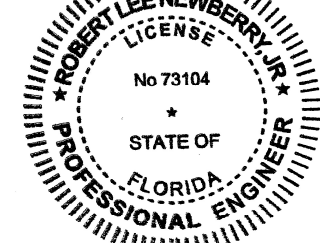


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CHECKED	RN	SCALE	AS SHOWN	RANGE	31				
CAD#	(see stamp)	DATE	5/27/25	DATE	05-07-25	RN	CITY COMMENTS	Δ	REVISIONS

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PRELIMINARY SUBDIVISION PLAN
FOR
NOVA RIDGE

TYPICAL SECTIONS

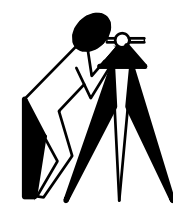


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08 of 09
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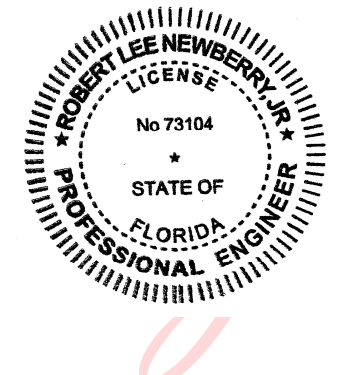


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Hanson, Walter & Associates, Inc.



PRELIMINARY SUBDIVISION PLAN
FOR
NOVA RIDGE

BUILDING ELEVATIONS



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SHEET N°
09 of 09
JOB N° 5600



Meeting: August 14, 2025

Agenda Item Type: Consent Agenda Minutes

City Clerk Agenda Item:

Minutes: November 14, 2024 / Regular Meeting; December 12, 2024 / Regular Meeting; January 9, 2024 / Regular Meeting; February 13, 2025 / Regular Meeting; March 13, 2025 / Regular Meeting; April 10, 2025 / Regular Meeting

Strategic Key Focus Areas:

Background Information:

Legal Authority:

Budget and Recommendation:

Finance Director's Comments:

Procurement Director's Comments:

City Manager's Comments:

City Council Action:

Attachments:

1. 11-14-2024 Minutes FINAL
2. 12-12-24 Minutes FINAL
3. 1-9-25 Minutes FINAL
4. 2-13-2025 Minutes FINAL
5. 3-13-25 Minutes FINAL
6. 4-10-2025 Minutes FINAL

ST. CLOUD CITY COUNCIL REGULAR MEETING
Thursday, November 14, 2024
City Hall - Council Chambers
1300 9th Street
Minutes

- I.** Mayor Robertson called the meeting to order at 6:32 p.m.
- II.** Invocation given by Pastor Leonard Thompson from Heartcry Chapel
- III.** Pledge of Allegiance
- IV.** Roll Call

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

All members were present.

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

City Manager Veronica Miller requested to have Consent Agenda item A be pulled from the agenda.

VI. Presentations

- Presentation for Employee of the Month to Milton P. Bronson

Douglas Goerke, Police Chief, presented Milton P. Bronson with the Employee of the Month Award.

- Presentation for new Organizational Values

Justin Kluesner provided a brief presentation regarding the new Organizational Values.

- Presentation by the UCF Business Incubator showcasing the St. Cloud Elevator Pitch participants

Antranette Forbes provided a brief presentation regarding the UCF Business Incubator showcasing the St. Cloud Elevator Pitch participants.

- VII.** 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.

No one came forward at this time.

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

Council Member Urban requested to pull item I for discussion.

- A. Resolution No. 2024-097R, a resolution of the City Council of the City of St. Cloud, Florida, amending the policies and procedures for the cemetery and burials at Mount Peace Cemetery to clarify procedures to be followed; adding columbarium niche and personal family estate columbarium information; and deleting obsolete information that is no longer applicable.

COST: No cost associated with this item.

This item is to create a process for the new sections of the cemetery (columbariums) and corrects maintenance issues based on feedback from caretakers and our customers while deleting obsolete information that is no longer applicable.

This item was pulled.

- B. Resolution No. 2024-179R, a resolution of the City Council of the City of St. Cloud, Florida, approving a Tri-Party Agreement between CW-Tyson, LLC, Osceola County, and the City of St. Cloud providing mobility fee credits for the dedication of the framework right-of-way and purchasing wetland mitigation bank credits for the mitigation of wetlands located within the framework right-of-way; authorizing the Mayor to execute the agreement; and providing an effective date.

COST: The City agrees to provide CW-Tyson, LLC \$240,000.00 in mobility fee credits for the dedication of the framework right-of-way and for purchasing wetland mitigation bank credits for the mitigation of wetlands located within the framework right-of-way.

This item is to approve Resolution No. 2024-179R authorizing the Mayor to enter into an Tri-Party Agreement between CW-Tyson, LLC, Osceola County, and the City of St. Cloud to provide mobility fee credits for the dedication of 1.44 total creditable acres of framework right-of-way and for purchasing wetland mitigation bank credits for credits for 40% of the impacted acreage to the developer. The goal is to ensure there is space for future infrastructure growth without the challenges and expenses of acquiring land later and foster long-term, proactive planning.

- C. Resolution No. 2024-188R, a resolution of the City Council of the City of St. Cloud, Florida, closing, vacating, and abandoning utility easements located on 11749, 11751, and 11763 Narcoossee Road, specifically described in the body of this resolution; providing for severability, conflicts, and an effective date.

COST: No cost associated with this item.

This item is to abandon a General Residential Utility easement located within the City of Orlando jurisdiction.

- D. Resolution No. 2024-191R, 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.

- E. Resolution No. 2024-192R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing and directing the City Manager to enter into a first amendment and extension of the agreement dated October 22, 2021, between the City of St. Cloud and 65th North Group, LLC., for Consulting Services, and providing an effective date.
COST: Undetermined at this time as services are provided on an “as-needed” basis. This contract will be utilized citywide on an as-needed basis from various approved and budgeted expenditure accounts.
This item is to approve the extension of the agreement for consulting services with 65th North Group, LLC.
- F. Resolution No. 2024-195R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the Mayor to enter into an interlocal agreement between the City of St. Cloud, Osceola County, the City of Kissimmee, the School District of Osceola County, Kissimmee Utility Authority, and Toho Water Authority for the Intergovernmental Radio Communication System.
COST: Undetermined at this time as services shall be a prorated charged based on airtime usage and a cost per radio for maintenance and repairs.
This item is to approve an interlocal agreement for a countywide communications system.
- G. Resolution No. 2024-196R, a resolution of the City Council of the City of St. Cloud, Florida, approving the acceptance of the FY2024 Economic Development Initiative, Community Project Funding/Congressionally Directed Spending Grant (CPF Grant) for the Stormwater Improvements and Flood Prevention in Historic Downtown Project and authorizing the City Manager to execute the agreement and all other documents associated with the execution and implementation of the grant and providing an effective date.
COST: Grant Award is \$1,616,279.00 (Project Cost: \$1,616,279.00/ Federal Share: \$1,616,279.00/ City Cost: \$0).
This item is to authorize the City Manager to accept the FY2024 Economic Development Initiative, Community Project Funding/Congressionally Directed Spending Grant (CPF Grant) award and execute the agreement and all other documents associated with the execution of the grant.
- H. Resolution No. 2024-197R, a resolution of the City Council of the City of St. Cloud Florida, approving and entering into a Pole Attachment Agreement with the Orlando Utilities Commission (OUC); authorizing the Mayor to execute the agreement and providing an effective date.
COST: Expected to cost \$50.00 dollars per pole attachment application needed.
This item is to approve a Pole Attachment License Agreement with OUC that will allow our City Departments to expand infrastructure throughout the City to continue servicing our community by using OUC-owned utility poles.
- I. Request Council's approval of 16 Nolte Final Plat consisting of seven commercial lots on approximately +/-15.99 acres of land.
COST: No cost associated with this item.
This item is to approve a Final Plat consisting of seven commercial lots on approximately +/-15.99 acres of land generally located north of Nolte Road, east of

Canoe Creek Road, and south of Pirie Place.

Council Member Urban stated that the final plat process added an extra administrative barrier to getting the approvals through. He said that this was a commercial property that was very much needed in the City. He asked if they could look into getting these final plats administratively approved so it would not hold up a project like this.

City Manager, Veronica Miller stated they had a draft ordinance that they previously looked at and would be happy to bring it back through the process if that was what Council wanted.

Council Member Fletcher requested to include the easement vacations in that as well.

Council Member Gilbert stated that the process needed to be streamlined to help commercial businesses.

Council consensus was to bring back the whole ordinance.

J. Proclamation in recognition of Small Business Saturday

K. Proclamation in recognition of Diwali

Mayor Robertson announced the Consent Agenda for public comment, with no response from the audience.

Council Member Urban made a motion to approve the Consent Agenda minus item A. Council Member Fletcher seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

IX. Public Hearings

1. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2024-19**, an ordinance of the City Council of the City of St. Cloud, Florida to annex into the City of St. Cloud approximately 16.2 acres identified as Lake Lizzie Residential Development, located East Irlo Bronson Memorial Highway, and east of Pine Grove Road; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes. (Above is full title) **ACTION ON ORDINANCE NO. 2024-19**

Deputy City Clerk, Claudia Klockars read the Final Public Hearing for Ordinance No. 2024-19 into the record by title.

Melissa Dunklin, Community Development Director reviewed the proposed Ordinance.

Mayor Robertson announced the Final Public Hearing for Ordinance No. 2024-19 for public comment.

Patrick Murry, 111 North Magnolia Avenue, the applicant, stated this was a voluntary annexation, it was contiguous to the City boundary and the property was located in the joint planning area. In addition, any rezoning applications were still under review and that any development that was proposed would be brought in forth in front of the Council and require additional approval. He stated he was available for any questions.

Council Member Urban stated he agreed with the annexation but was concerned with the natural resources. He asked the Council for a workshop to work on protecting the natural resources within our City.

City Manager, Veronica Miller stated yes, they would schedule a workshop.

Council Consensus was to have a workshop regarding protection of the City's natural resources.

Council Member Fletcher made a motion to adopt Ordinance No. 2024-19. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

- 2. FINAL PUBLIC HEARING FOR ORDINANCE NO. 2024-51**, an ordinance of the City Council of the City of St. Cloud, Florida, amending Chapter 3, "Performance and Siting Standards" by amending Article 14, titled "Use Regulations" Section 3.14.23 of the Land Development Code, to update siting standards for Mini-Warehouses and Storage Facilities, providing for severability, scrivener's errors, conflict, codification, and effective date. (Above is full title) **ACTION ON ORDINANCE NO. 2024-51**

Deputy City Clerk, Claudia Klockars read the Final Public Hearing for Ordinance No. 2024-51 into the record by title.

Melissa Dunklin, Community Development Director, reviewed the proposed Ordinance.

Mayor Robertson announced the Final Public Hearing for Ordinance No. 2024-51 for public comment, with no response from the audience.

Council Member Gilbert stated storage was necessary. He requested to continue this item to a future date for further investigation.

Mayor Robertson stated he agreed and requested to continue this item.

City Attorney, Dan Mantzaris stated they needed to have a date certain due to advertisements, if they did not have a date then they would have to re-advertise.

Council Member Gilbert made a motion to continue Ordinance No. 2024-51 to the February 13, 2025, Council meeting. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

- 3. FINAL PUBLIC HEARING FOR ORDINANCE NO. 2024-56**, 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 30.38 acres identified as Nova Road Subdivision from "R-1" Single Family Dwelling Zoning Designation to "R-1B" Single Family Dwelling Zoning Designation with a Low Density Residential Future Land Use Designation, generally located east of Shaker Palm Place, west of Nova 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. 2024-56** (This is a Quasi-Judicial proceeding)

Deputy City Clerk, Claudia Klockars read the Final Public Hearing for Ordinance No. 2024-56 into the record by title.

Melissa Dunklin, Community Development Director, reviewed the proposed Ordinance.

Mayor Robertson announced the Final Public Hearing for Ordinance No. 2024-56 for public comment.

John Adams, 8 Broadway Avenue, the applicant, stated they agreed with staff's recommendations and was available for any questions.

John Melvin, resident of Westly Estates, stated there was too much traffic going on in that area and requested that they fix the roads before approving.

Mayor Robertson wanted to know if the roads connected across Nova Road.

City Manager, Veronica Miller stated that they were working on that with the School District, Osceola County and Pulte Homes, to pave Bluebird Groves Parkway.

Melissa Dunklin stated that when this property wants to develop, they would have to come before the Council because they would have to do a preliminary subdivision plan and at the subdivision construction plan, they would have to do a traffic impact analysis and that would demonstrate where the traffic would go.

City Manager, Veronica Miller stated that Osceola County was also having a transportation impact analysis done with the School District for the bus depot and the high school entrance.

John Adams stated this was for a zoning application. Later, there would be a preliminary subdivision plan that would show lots of different things. He said Nova Road was a framework road in Osceola County and it was currently under a Project Development & Environment study (PD&E) which was supposed to be completed early next year and then go into the design phase.

Discussion followed to include a timeline of how long, the need for the expansion, and the possible connection in the future.

Council Member Fletcher made a motion to adopt Ordinance No. 2024-56. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

4. **PUBLIC HEARING FOR RESOLUTION NO. 2024-145R**, a resolution of the City Council of the City of St. Cloud of Osceola County, Florida, pursuant to Section 196.1978(3)(o), Florida Statutes, electing to not exempt property under Section 196.1978(3)(d)1.a., Florida Statutes, commonly known as the "Live Local Act Property Tax Exemption"; providing for severability; and providing for an effective date. (Above is full title) **ACTION ON RESOLUTION NO. 2024-145R**

Deputy City Clerk, Claudia Klockars read Public Hearing for Resolution No. 2024-145R into the record by title.

Melissa Dunklin, Community Development Director reviewed the proposed Resolution.

Mayor Robertson announced the Final Public Hearing for Resolution No. 2024-145R for public comment, with no response from the audience.

Council Member Fletcher made a motion to approve Resolution No. 2024-145R. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

5. **PUBLIC HEARING FOR RESOLUTION NO. 2024-175R**, a resolution of the City Council of the City of St. Cloud, Florida amending Resolution Number 2024-120R which adopted the fiscal year 2024/2025 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. 2024-175R**

Deputy City Clerk, Claudia Klockars read Public Hearing for Resolution No. 2024-175R into the record by title.

Jeff Cooper, Finance Director reviewed the proposed Resolution.

Mayor Robertson announced the Final Public Hearing for Resolution No. 2024-175R for public comment, with no response from the audience.

Council Member Gilbert said the Clay Drive piping was necessary, he requested for Council to approve this Resolution.

Council Member Fletcher made a motion to approve Resolution No. 2024-175R. Council Member Gilbert seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

6. **PUBLIC HEARING FOR RESOLUTION NO. 2024-186R**, a resolution of the City Council of the City of St. Cloud, Florida amending Resolution Number 2023-154R which adopted the fiscal year 2023/2024 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. 2024-186R**

Deputy City Clerk, Claudia Klockars read Public Hearing for Resolution No. 2024-186R into the record by title.

Jeff Cooper, Finance Director reviewed the proposed Resolution.

Mayor Robertson announced the Final Public Hearing for Resolution No. 2024-186R for public comment, with no response from the audience.

Council Member Fletcher made a motion to approve Resolution No. 2024-186R. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

X. Council Action

1. Discussion and possible action regarding the selection of Deputy Mayor.

Deputy City Clerk, Claudia Klockars read Council Action No. 1 into the record by title.

Council Member Urban nominated Council Member Fletcher as Deputy Mayor. Council Member Gilbert seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

2. Discussion and possible action regarding Council serving on committee/boards of other entities.

Deputy City Clerk, Claudia Klockars read Council Action No. 2 into the record by title.

Council Member Gilbert requested they discuss each board for possible re-assignment.

The Council Committee's were distributed as follows:

Mayor Robertson

- Osceola Chambers
- Osceola Council on Aging

Council Member Paul

- St. Cloud Chamber of Commerce
- St. Cloud Main Street, Inc.

Council Member Fletcher

- Education Foundation of Osceola County
- Tri-County League of Cities

Council Member Urban

- OUC Joint Contract Administration Committee
- (PMLC) Policy Makers Liaison Committee of (FMPA) Florida Municipal Power Agency
- Water Cooperative of Central Florida

Council Member Gilbert

- (MAC) Municipal Advisory Committee for MetroPlan Orlando
- (TDC) Tourist Development Council Osceola County

Chief Goerke

- Help Now of Osceola, Inc.

Nathan Blackwell (citizen)

- OUC Joint Contract Administration Committee

City Attorney, Dan Mantzaris stated the Water Cooperative of Central Florida would need a Resolution to be approved when assigning a board member.

Deputy City Clerk, Claudia Klockars read Resolution No. 2024-200R into the record by title.

Mayor Robertson announced Resolution No. 2024-200R and the selected board members for public comment, with no response from the audience.

Deputy Mayor Fletcher made a motion to approve Resolution No. 2024-200R and the selected board appointments. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

3. Discussion and possible action regarding the appointments of Seat #1, Seat #5, Alt #1 and Alt #2 on the Historic Preservation Board.

Mayor Robertson read Council Action No. 3 into the record by title.

City Attorney, Dan Mantzaris stated that they usually do these appointments in January or February but this board had several vacancies and did not have quorum so they requested it be pushed up so that the board could meet and do the business of the board.

City Clerk, Ivy Llauro stated that there were two applications that were not included in their packet to review and requested that they make one motion at the end of the nominations.

Council Member Gilbert nominated Christine Ladas-Drake to Seat #1.

Discussion followed to include who was qualified for the seats and what was required for the board.

Deputy Mayor Fletcher nominated John DiLullo to Seat #5.

Mayor Robertson nominated James Axelson to Alt #1.

Council Member Paul nominated Dawn Snell to Alt #2.

Deputy Mayor Fletcher made a motion to approve the appointments. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

- 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. 2024-71, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 1.64 acres identified as Palm Properties, located east of Narcoossee Rd, north of E Irlo Bronson Memorial, south of Lillian Lee Rd, west of Puffin Rd; in

accordance with the voluntary annexation provisions of chapter 171.044, Florida Statutes. (Above is full title) (Final Public Hearing will be heard on December 12, 2024) Action on Ordinance No. 2024-71

Deputy City Clerk, Claudia Klockars read the First Reading and Introduction for Ordinance No. 2024-71 into the record by title.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2024-71. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

2. First Reading and Introduction for Ordinance No. 2024-72, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation “Commercial” to approximately +/- 1.64 acres identified as Palm Properties, located east of Narcoossee Rd, north of E Irlo Bronson Memorial, south of Lillian Lee Rd, and west of Puffin Rd; providing for amending the Official Future Land Use Map of the Comprehensive Plan, filing of the Planning Commission recommendation and proof of publication, applicability and effect, severability, copies on file and effective date (Above is full title) (Final Public Hearing will be heard on December 12, 2024) Action on Ordinance No. 2024-72

Deputy City Clerk, Claudia Klockars read the First Reading and Introduction for Ordinance No. 2024-72 into the record by title.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2024-72. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

3. First Reading and Introduction for Ordinance No. 2024-73, 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 +/- 1.64 acres identified as Palm Properties from “AC” Agriculture to “A” Agriculture Zoning Designation with a Low Density Residential Future Land Use Designation, generally located east of Narcoossee Road, north of E Irlo Bronson Memorial, south of Lillian Lee Road, and west of Puffin Road; providing for entering the designation on the official Zoning Map, filing of the Planning Commission recommendation and proof of publication, severability, and effective date. (Above is full title) (Final Public Hearing will be heard on December 12, 2024) Action on Ordinance No. 2024-73 (This is a Quasi-Judicial proceeding)

Deputy City Clerk read the First Reading and Introduction for Ordinance No. 2024-73 into the record by title.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2024-73. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

4. First Reading and Introduction for Ordinance No. 2024-74, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud

approximately +/- 5.59 acres identified as Toho Marine, located north of Friars Cove Road, east of Glenda Court, and south of Canoe Creek Road; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes. (Above is full title) (Final Public Hearing will be heard on December 12, 2024) Action on Ordinance No. 2024-74

Deputy City Clerk, Claudia Klockars read the First Reading and Introduction for Ordinance No. 2024-74 into the record by title.

Council Member Urban made a motion to approve Ordinance No. 2024-74. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0) Deputy Mayor Fletcher was not present during the vote.

5. First Reading and Introduction for Ordinance No. 2024-75, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation “Commercial” to approximately +/- 5.59 acres identified as Toho Marine, north of Friars Cove Road, east of Glenda Court, and south of Canoe Creek Road; providing for amending the Official Future Land Use Map of the Comprehensive Plan, filing of the Planning Commission recommendation and proof of publication, applicability and effect, severability, copies on file and effective date (Above is full title) (Final Public Hearing will be heard on December 12, 2024) Action on Ordinance No. 2024-75

Deputy City Clerk, Claudia Klockars read the First Reading and Introduction for Ordinance No. 2024-75 into the record by title.

Council Member Urban made a motion to approve Ordinance No. 2024-75. Council Member Gilbert seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0) Deputy Mayor Fletcher was not present during the vote.

6. First Reading and Introduction for Ordinance No. 2024-76, an ordinance of the City Council of the City of St. Cloud, Florida, providing for the Zoning Amendment of the Zoning Map of the Land Development Code of the City of St. Cloud, Florida, specifically, changing the zoning designation of approximately +/-5.59 acres identified as Toho Marine From “AC” Agriculture to “HB” Highway Business Zoning Designation with a Commercial Future Land Use Designation, generally located north of Friars Cove Road, east of Glenda Court, and south 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) (Final Public Hearing will be heard on December 12, 2024) Action on Ordinance No. 2024-76 (This is a Quasi-Judicial proceeding)

Deputy City Clerk, Claudia Klockars read the First Reading and Introduction for Ordinance No. 2024-76 into the record by title.

Council Member Urban made a motion to approve Ordinance No. 2024-76. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0) Deputy Mayor Fletcher was not present during the vote.

7. First Reading and Introduction for Ordinance No. 2024-77, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation “LDR” Low Density Residential to approximately +/- 17 acres identified as Long Residence; providing for amending the official Future Land Use Map of the Comprehensive Plan, filing of the Planning Commission recommendation and proof of publication, applicability and effect, severability, copies on file and effective date. (Above is full title) (Final Public Hearing will be heard on December 12, 2024) Action on Ordinance No. 2024-77

Deputy City Clerk, Claudia Klockars read the First Reading and Introduction for Ordinance No. 2024-77 into the record by title.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2024-77. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

8. First Reading and Introduction for Ordinance No. 2024-78, an ordinance of the City Council of the City of St. Cloud, Florida, amending the City Code of Ordinances, Chapter 24 "Environment," Article III "Noise Control," Section 24-81 et seq. providing for severability, codification, and an effective date. (Above is full title) (Final Public Hearing will heard on December 12, 2024). Action on Ordinance No. 2024-78

Deputy City Clerk, Claudia Klockars read the First Reading and Introduction for Ordinance No. 2024-78 into the record by title.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2024-78. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0) Council Member Urban was not present during the vote.

9. First Reading and Introduction for Ordinance No. 2024-79, an ordinance of the City Council of the City of St. Cloud, Osceola County, Florida, creating and enacting Chapter 28, "Offenses" Article I, "In General" Section 28-6 "Public Camping or Sleeping" of the St. Cloud City Code, providing for findings, purpose, intent, and definitions; making the act of public camping an offense punishable by law, providing for program implementation requirements and providing for enforcement and administrative procedures; providing for conflict, severability, administrative correction, codification, publication, and effective date. (Above is full title) (Final Public Hearing will heard on December 12, 2024) Action on Ordinance No. 2024-79

Deputy City Clerk, Claudia Klockars read the First Reading and Introduction for Ordinance No. 2024-79 into the record by title.

Council Member Gilbert made a motion to approve Ordinance No. 2024-79. Deputy Mayor Fletcher seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

10. First Reading and Introduction for Ordinance No. 2024-80, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation “Medium Density Residential” to approximately +/- 3.27 acres identified as Tracey

Manor, located east of Orange Ave, north of E 19th Street, south of E 17th Street, and west of Crawford Ave; providing for amending the Official Future Land Use Map of the Comprehensive Plan, filing of the Planning Commission recommendation and proof of publication, applicability and effect, severability, copies on file and effective date (Above is full title) (Final Public Hearing will be heard on December 12, 2024) Action on Ordinance No. 2024-80

Deputy City Clerk, Claudia Klockars read the First Reading and Introduction for Ordinance No. 2024-80 into the record by title.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2024-80. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

11. First Reading and Introduction for Ordinance No. 2024-81, 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 +/- 3.27 acres identified as Tracey Manor from “R-1A” Single-Family Dwelling to “R-4” Multi-Family Dwelling Zoning Designation with a Medium Density Residential Future Land Use Designation, generally located east of Orange Ave, north of E 19th Street, south of E 17th Street, and west of Crawford Ave; providing for entering the designation on the official Zoning Map, filing of the Planning Commission recommendation and proof of publication, severability, and effective date. (Above is full title) (Final Public Hearing will be heard on December 12, 2024) Action on Ordinance No. 2024-81 (This is a Quasi-Judicial proceeding)

Deputy City Clerk, Claudia Klockars read the First Reading and Introduction for Ordinance No. 2024-81 into the record by title.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2024-81. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

XII. City Attorney

City Attorney Mantzaris welcomed Council Member Paul and Mayor Robertson.

XIII. City Manager

City Manager, Veronica Miller, welcomed and congratulated Council Member Paul and Mayor Robertson. She also thanked staff who had helped put on the swearing in ceremony and reception.

XIV. Mayor and Council Members

Council Member Paul stated it was a beautiful day and was looking forward to working with everyone on the Council.

Council Member Urban stated it was a beautiful day and he was looking forward to working with everyone to work with the residents. He also thanked staff who did a great job with the ceremony and reception.

Council Member Gilbert stated that politics was not easy. He admired Mayor Robertson and Council Member Paul for their campaigns and welcomed them to the Council.

Deputy Mayor Fletcher stated it was awesome to have Mayor Robertson and Council Member Paul joining the team that represents the citizens of St. Cloud. He said it was nice to see some of the St. Cloud kids on the dais to serve our residents. He announced that the Lantern Festival was on November 22 at the Lakefront from 4-8 pm. He also said he had an elderly couple reached out to him with issues regarding potholes. He said he sent an email to staff and by 8:30 the next morning it was paved and had already received a thank you from them. He gave kudos to staff.

Mayor Robertson stated it was an honor to serve the citizens. He would like to see many changes. He said he was not present when the Workshop for the in-house City Attorney took place but he would like to schedule a Workshop to discuss the possibility of an in-house attorney.

Discussion followed to include the date and time of the workshop.

Council consensus was to schedule the workshop.

Mayor Robertson also stated he wanted to add a second citizens forum to the Council meetings.

City Attorney, Dan Mantzaris requested that this be added to the Workshop for further discussion.

XV. Information Section and Report Section

- Saturday, November 23, 2024 - Community Thanksgiving Drive-thru - from 10:00 a.m. to 12:00 noon @ Community Center
- Thursday and Friday, November 28th and 29th, 2024- City Offices Closed in Observance of the Thanksgiving Holiday
- Thursday, December 5, 2024 - Community Redevelopment Agency Meeting- 3:00 p.m. @ Building Department, Conference Room
- Friday, December 6, 2024 - Tree Lighting Celebration - 6:00 p.m. @ City Hall
- Saturday, December 7, 2024 - Christmas Parade - 10:00 a.m. @ Downtown St. Cloud
- Saturday and Sunday, December 7 and 8, 2024 - St. Cloud Holiday Festival @ Downtown St. Cloud
- Thursday, December 12, 2024 - City Council Meeting - 6:30 p.m. @ City Hall, Council Chambers

- Friday, December 13, 2024 - Employee Holiday Luncheon - City Offices will be closed from 12:00 noon to 2:00 p.m.

Reports:

- Warrant List #1

XVI. Adjournment 8:17 p.m.

Mayor Christian B. Robertson

ATTEST:

City Clerk, Ivy Llauro

Minute Approved: _____

ST. CLOUD CITY COUNCIL REGULAR MEETING
Thursday, December 12, 2024
City Hall - Council Chambers
1300 9th Street
Minutes

- I.** Mayor Robertson called the meeting to order at 6:31 p.m.
- II.** Invocation given by Pastor David Nigh from Christ Our Savior Fellowship Church
- III.** Pledge of Allegiance
- IV.** Roll Call

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

All members were present.

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

City Manager, Veronica Miller requested to add a presentation by Mark Shanoff, Superintendent of the Osceola County School District as the second presentation.

Mayor Robertson requested to move the Citizen's Forum to be held after the Consent Agenda and to have Council Action #1 and #4 moved before the Public Hearings.

Council Consensus was to move the Citizen's Forum after the Consent Agenda and Council Action #1 and #4 moved before the Public Hearings.

VI. Presentations

- Presentation by Mark Schanoff Superintendent of the School District of Osceola County

Mark Shanoff provided a brief presentation regarding the City of St. Cloud Police Department's support provided to the School District of Osceola County with two situations at the high school in the previous weeks.

- Presentation by Congressman Soto regarding the FY24 Community Project Funding for Stormwater Improvements & Flood Prevention

Congressman Soto provided a brief presentation on what they secured for funding for upcoming projects. He said the Water Research Development Act was passed which included authorizations for \$45 million for the expansion of Taylor Creek, ecosystem restorations for East Lake Toho and Lake Conway to continue to work on the restorations to make sure that they do

not flood during hurricanes and a check for \$1,616,000.00 to the City for the Fiscal Year 2024 Community Project Funding for Stormwater Improvements & Flood Prevention.

- Presentation for Employee of the Month to Lecedric T. Johnson

Roberto Smith presented Lecedric T. Johnson with the Employee of the Month Award.

- Presentation by the Economic Development Department regarding the Quarterly Economic Development report

Antranette Forbes, Economic Development Director, provided a brief presentation regarding the Quarterly Economic Development Report.

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

Council Member Gilbert wanted the Council to know that the cemetery costs once it was filled would still need to be maintained and there would always be costs associated with this item.

Mayor Robertson requested to pull item E and G.

- A. Resolution No. 2024-097R, a resolution of the City Council of the City of St. Cloud, Florida, amending the policies and procedures for the cemetery and burials at Mount Peace Cemetery to clarify procedures to be followed; adding columbarium niche and personal family estate columbarium information; and deleting obsolete information that is no longer applicable.

COST: No cost associated with this item.

This item is to create a process for the new sections of the cemetery (columbariums) and corrects maintenance issues based on feedback from caretakers and our customers while deleting obsolete information that is no longer applicable.

- B. Resolution No. 2024-198R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the Mayor to execute the second addendum to the subrecipient agreement between the City of St. Cloud, Florida, as an entitlement city, and Osceola Council on Aging dated January 16, 2024 for housing rehabilitation services, utilizing Community Development Block Grant (CDBG) funding, and any amendments therefore, and providing for an effective date.

COST: No cost associated with this item.

This item is to authorize the Mayor to execute a second addendum to extend the time of performance to March 31, 2025, for the Tracey Manor Rehabilitation Project using CDBG funds for housing rehabilitation services for low- and moderate-income residents.

- C. Resolution No. 2024-199R, a resolution of the City Council of the City of St. Cloud, Florida, in support of the 2023 Consolidated Annual Performance and Evaluation Report (CAPER) required by the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) and authorizing the Mayor to approve the report; providing for an effective date.

COST: No cost associated with this item.

This item is to approve the HUD-required end of year report for 2023 CDBG activities.

- D. Resolution No. 2024-202R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing and directing the City Manager to enter into a Consulting Services Agreement with Government Finance Officers Association for enterprise resource planning and advisory services, and providing an effective date.

COST: up to \$206,000.00

This item is to approve a consulting services agreement with Government Finance Officers Association for enterprise resource planning advisory services.

- E. Resolution No. 2024-203R, a resolution of the City Council of the City of St. Cloud, Florida, entering an agreement with Osceola County and Whaley Farms, LLC for the design, engineering fees and actual construction cost of framework roads conveyance of right-of-way within and adjacent to the Bella Tara property boundary for mobility fee credits; authorizing the Mayor to execute the agreement and providing an effective date.

COST: The City agrees to provide Whaley Farms, LLC \$23,242,426.73 in mobility fee credits for the design, engineering fees and actual construction cost of framework roads and conveyance of right-of-way within and adjacent to the Bella Tara property boundary.

This item is to authorize the Mayor to enter into an Tri-Party Agreement between Whaley Farms, LLC, Osceola County, and the City of St. Cloud to provide mobility fee credits to build identified framework roads that are consistent with the Southeast Area Transportation Study and provide an integral part of the County's and the City's planned transportation network, significantly benefiting the City residents.

Mayor Robertson stated he was not a fan on giving Mobility Fee credits for developers for interior roads for roads within their developments unless we were asking for something more, he would like to look into this item more before making a decision.

Deputy City Clerk, Claudia Klockars read Resolution No. 2024-203R into the record by title.

Mayor Robertson made a motion to continue Resolution No.2024-203R to the February 13, 2025, Council Meeting. Council Member Gilbert seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

- F. Resolution No. 2024-204R, a resolution of the City Council of the City of St. Cloud, Florida, approving the first amendment to that certain interlocal agreement dated August 8, 2017 with Osceola County, a Florida government entity, for the dedication of real property to Osceola County related to the construction of transportation improvements on Old Canoe Creek Road; authorizing the Mayor to execute the interlocal agreement and all documents necessary to complete the dedication and providing an effective date.

COST: No cost association with this item.

This item is to approve the First Amendment to the attached interlocal agreement related to road improvements at or near the intersection of Neptune and Canoe Creek Roads.

- G. Resolution No. 2024-205R, a resolution of the City Council of the City of St. Cloud, Florida, amending and restating previously adopted Resolution 2024-171R and

incorporating an amended form of the agenda for council meetings; providing for conflict, severability, and an effective date.

COST: No cost associated with this item.

This item is to move the Citizens Forum after the Consent Agenda on the City Council Agenda.

Deputy City Clerk, Claudia Klockars read Resolution No. 2024-205R into the record by title.

Mayor Robertson asked if what they did was add the updated agenda item.

City Attorney, Dan Mantzaris responded stating that they moved the Citizen's Forum to be after the Consent Agenda.

Mayor Robertson made a motion to approve Resolution No. 2024-205R. Deputy Mayor Fletcher seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried.
(Vote 5-0)

- H. Resolution No. 2024-207R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing and directing the City Manager to enter into an agreement with Risk Management Associates, Inc. per Request for Qualifications (RFQ) 2024-164 Agent of Record, and providing an effective date.

COST: No cost associated with this item. Commission will be paid by the City's insurance carriers.

This item is to approve a consulting services agreement with Risk Management Associates, Inc., for agent of record/insurance consultant services.

- I. Resolution No. 2024-208R, a resolution of the City Council of the City of St. Cloud, Florida, setting the City Council Meeting dates for the remainder of the year for 2025.

COST: No cost associated with this item.

This item is to set Council meeting dates for 2025.

- J. Resolution No. 2024-209R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the City Manager to execute the Federally Funded Subaward and Grant Agreement for DR-4834 - Hurricane Milton with the Florida Division of Emergency Management and providing an effective date.

COST: No cost associated with this item.

This item is to execute the Federally Funded Subaward and Grant Agreement for Hurricane Milton.

- K. Minutes: August 14, 2024 / Workshop; August 26, 2024 / Regular Meeting; September 12, 2024 / Regular Meeting and September 19, 2024 Regular Meeting.

Mayor Robertson announced the Consent Agenda for public comment, with no response from the audience.

Deputy Mayor Fletcher made a motion to approve the Consent Agenda minus item E which was continued to the February 13, 2025 Council meeting. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

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

Betty Demkey, 4776 Hidden Heights Trail, stated the Christmas Parade was a tremendous success, there were 100 entries and over 2000 people in the parade. She stated she did not have the official count, but she believes it was more than the 12,000 from last year. She thanked Parks and Recreation, Fire Department, Road and Bridge, Jay Bemiller and his crew and the City Council.

Steven Hobbs, 1607 Snapper Street, stated the developers from Lakeside of Satilla had been conducting burn piles to clear the land of orange groves and from the construction, which created tremendous amounts of ash and smoke during the month of November to include weekends. He contacted Fire Marshall Tonks who stated the Florida Forest Service approved Central Florida Land Concept to conduct the burns, but he would ensure the rules were being followed. He then contacted Mr. Smith from Central Florida Land Concept, who came out to his property. Mr. Smith stated his company would take every precaution to minimize the impact to the community and would work on cleaning up the ash, however, additional calls to Mr. Smith have gone unanswered. He was requesting City Council step in, so that this did not happen again.

City Manager, Veronica Miller stated the Fire Chief looked into the situation and had a potential solution by proposing a Burn Ordinance the City Council could consider.

Jason Miller, Fire Chief stated he spoke with Mr. Hobbs that day. He stated the Florida Forest Service does control most of the permitting regulations for land clearing burns, but there were some steps the City could take by passing a Resolution to ban any land clearing burns and outdoor burning. He suggested to include the ability to do a burn ban in general.

City Manager, Veronica Miller stated she would reach out to the Lakeside at Satilla contacts to let them know that their vendor conducted these burns, as they may not be aware, and to provide a solution to the property owners.

Council Consensus was to work on a burn ban Ordinance.

IX. Public Hearings

1. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2024-62**, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 17 acres, located north of Nova Road; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes. (Above is full title) **ACTION ON ORDINANCE NO. 2024-62**

Deputy City Clerk, Claudia Klockars read the Final Public Hearing for Ordinance No. 2024-62, Ordinance No. 2024-63 and Ordinance No. 2024-77 into the record by title.

Dagmarie Segarra, Community Development Deputy Director reviewed the proposed Ordinances.

Mayor Robertson announced the Final Public Hearing for Ordinance No. 2024-62, for public comment, with no response from the audience.

Council Member Urban made a motion to adopt Ordinance No. 2024-62. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

2. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2024-77**, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation “LDR” Low Density Residential to approximately +/- 17 acres identified as Long Residence, located north of Nova Road; 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. 2024-77**

Deputy City Clerk, Claudia Klockars read the Final Public Hearing for Ordinance No. 2024-77 into the record by title.

Mayor Robertson announced the Final Public Hearing for Ordinance No. 2024-77 for public comment, with no response from the audience.

Deputy Mayor Fletcher made a motion to adopt Ordinance No. 2024-77. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

3. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2024-63**, 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 +/- 17 acres identified as Long Residence, from “AC” Agriculture and “R-1M” Single-Family Residential (County) Zoning Designation to “A” Agriculture (City) Zoning Designation; generally located north of Nova Road; providing for entering the designation on the official Zoning Map, 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. 2024-63 (This is a Quasi-Judicial proceeding)**

Deputy City Clerk, Claudia Klockars read the Final Public Hearing for Ordinance No. 2024-63 into the record by title.

Mayor Robertson announced the Final Public Hearing for Ordinance No. 2024-63 for public comment, with no response from the audience.

Deputy Mayor Fletcher made a motion to adopt Ordinance No. 2024-63. Council Member Gilbert seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

4. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2024-64**, an ordinance of the City Council of the City of St. Cloud, Florida to annex into the City of St. Cloud

approximately +/- 17.18 acres identified as Eastside Park Property, located north of 10th St south of Lake Runnymede, Saint Cloud; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes. (Above is full title) **ACTION ON ORDINANCE NO. 2024-64**

Deputy City Clerk, Claudia Klockars read the Final Public Hearing for Ordinance No. 2024-64 into the record by title.

Dagmarie Segarra, Community Development Deputy Director reviewed the proposed Ordinance.

Mayor Robertson announced the Final Public Hearing for Ordinance No. 2024-64 for public comment.

Steven Gutierrez, 4700 Millenia Boulevard, Luxor Development, stated he was available for any questions.

Tammy Simonson, 1844 Overcup Avenue, stated she wanted to know what the annexation means and what the Luxor Development was going to do with the land.

City Manager, Veronica Miller explained the annexation process.

Dagmarie Segarra explained what was presented at the Planning Commission, stating the vote was 4-1 in favor of the annexation. They would have to come back within 1 year with an application for the Future Land Use and Zoning before they could do anything with the land.

Council Member Urban stated that he was fine with the annexation and would be keeping a close eye on this property because he believed we need to be at the forefront of protecting our lakes.

Mayor Robertson stated that he agreed we need to protect our lakes.

Council Member Urban made a motion to adopt Ordinance No. 2024-64. Deputy Mayor Fletcher seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

5. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2024-71**, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 1.64 acres identified as Palm Properties, located east of Narcoossee Rd, north of E Irlo Bronson Memorial, south of Lillian Lee Rd, west of Puffin Rd; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes. (Above is full title) **ACTION ON ORDINANCE NO. 2024-71**

Deputy City Clerk, Claudia Klockars read the Final Public Hearing for Ordinance No. 2024-71, Ordinance No. 2024-72, and Ordinance No. 2024-73 into the record by title.

Dagmarie Segarra, Community Development Deputy Director reviewed the proposed Ordinances.

Mayor Robertson asked if there was a layout of what they were intending to develop.

Dagmarie Segarra stated the applicant had only expressed to develop two homes and he was advised he would have to meet the requirement of the zoning he was requesting.

Mayor Robertson announced the Final Public Hearing for Ordinance No. 2024-71 for public comment, with no response from the audience.

Council Member Urban wanted to clarify that the applicant was only proposing to build two homes on this property.

Dagmarie Segarra respond that on the pre-application the applicant expressed to build two single family residences. The applicant was told about the Agricultural Zoning and what needed to be done to keep it the same zoning and he wished to proceed.

Discussion followed to include the zoning, building the two homes, that this was the process for him to do what he wanted, possibly postponing this until the applicant could be there to discuss these issues regarding the zoning and plans.

Mayor Robertson made a motion to continue Ordinance No. 2024-71 to the January 9, 2025, Council Meeting. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

6. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2024-72**, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation of "Low Density Residential" to approximately +/- 1.64 acres identified as Palm Properties, located east of Narcoossee Rd, north of E Irlo Bronson Memorial, south of Lillian Lee Rd, and west of Puffin Rd; 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. 2024-72**

Deputy City Clerk, Claudia Klockars read the Final Public Hearing for Ordinance No. 2024-72 into the record by title.

Discussion for this item took place under Ordinance No. 2024-71.

Mayor Robertson made a motion to continue Ordinance No. 2024-72 to the January 9, 2025, Council Meeting. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

7. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2024-73**, 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 +/- 1.64 acres identified as Palm Properties from "AC" Agriculture to "A" Agriculture Zoning Designation with a Low Density Residential Future Land Use Designation, generally located east of Narcoossee Rd, north of E Irlo Bronson Memorial, south of Lillian Lee Rd, and west of Puffin Rd; 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. 2024-73** (This is a Quasi-Judicial proceeding)

Deputy City Clerk, Claudia Klockars read the Final Public Hearing for Ordinance No. 2024-73 into the record by title.

Discussion for this item took place under Ordinance No. 2024-71.

Mayor Robertson made a motion to continue Ordinance No. 2024-73 to the January 9, 2025, Council Meeting. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

8. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2024-74**, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 5.59 acres identified as Toho Marine, located north of Friars Cove Road, east of Glenda Court, and south of Canoe Creek Road; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes. (Above is full title) **ACTION ON ORDINANCE NO. 2024-74**

Deputy City Clerk, Claudia Klockars read the Final Public Hearing for Ordinance No. 2024-74, Ordinance No. 2024-75, and Ordinance No. 2024-76 into the record by title.

Dagmarie Segarra, Community Development Deputy Director reviewed the proposed Ordinances.

Mayor Robertson announced the Final Public Hearing for Ordinance No. 2024-74 for public comment.

Jo Thacker, 17 South Orlando Avenue, representing the applicant stated they did agree with the staff's recommendations. The applicant owns the property next to this which had an existing marine facility. She was available for any questions.

Billy Rocker, 6128 Waterfield Way, stated he was the neighbor of this property and was in favor.

Council Member Urban made a motion to adopt Ordinance No. 2024-74. Deputy Mayor Fletcher seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

9. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2024-75**, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation "Commercial" to approximately +/- 5.59 acres identified as Toho Marine, north of Friars Cove Road, east of Glenda Court, and south of Canoe Creek Road; 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. 2024-75**

Deputy City Clerk, Claudia Klockars read the Final Public Hearing for Ordinance No. 2024-75 into the record by title.

Discussion for this item took place under Ordinance No. 2024-74.

Mayor Robertson announced the Final Public Hearing for Ordinance No. 2024-75 for public comment, with no response from the audience.

Council Member Urban made a motion to adopt Ordinance No. 2024-75. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

10. **FINAL PUBLIC HEARING FOR ORDINANCE NO.2024-76**, an ordinance of the City Council of the City of St. Cloud, Florida, providing for the Zoning Amendment of the Zoning Map of the Land Development Code of the City of St. Cloud, Florida, specifically, changing the zoning designation of approximately +/-5.59 acres identified as Toho Marine from “AC” Agriculture to “HB” Highway Business Zoning Designation with a Commercial Future Land Use Designation, generally located north of Friars Cove Road, east of Glenda Court, and south 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. 2024-76 (This is a Quasi-Judicial proceeding)**

Deputy City Clerk, Claudia Klockars read the Final Public Hearing for Ordinance No. 2024-76 into the record by title.

Discussion for this item took place under Ordinance No. 2024-74.

Mayor Robertson announced the Final Public Hearing for Ordinance No. 2024-76 for public comment, with no response from the audience.

Council Member Paul made a motion to adopt Ordinance No. 2024-76. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

11. **FINAL PUBLIC HEARING FOR ORDINANCE NO.2024-80**, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation “Medium Density Residential” to approximately +/- 3.27 acres identified as Tracey Manor, located east of Orange Ave, north of E 19th Street, south of E 17th Street, and west of Crawford Ave; 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. 2024-80**

Deputy City Clerk, Claudia Klockars read the Final Public Hearing for Ordinance No. 2024-80 and Ordinance No. 2024-81 into the record by title.

Dagmarie Segarra, Community Development Deputy Director reviewed the proposed Ordinances.

Mayor Robertson announced the Final Public Hearing for Ordinance No. 2024-80 for public comment.

Angelica Rodriguez, 700 Generation Point, representing the applicant stated she was available for any questions.

Elaine Sutton, 550 East 19th Street, wanted to know how this proposed change would affect the lake on the property and in her community.

Dagmarie Segarra stated this project was for the Osceola Council on Aging to expand the number of units, they had not provided a concept of how the expansion was going to work. They were just seeking the entitlements for them to be able to expand.

Council Member Urban wanted to know if once the engineering and the site plan came in would it come back to Council.

City Manager, Veronica Miller stated it would not come back.

Discussion followed to include who to talk to about the potential plans, being a good neighbor, and having the applicants speak to the residents.

Deputy Mayor Fletcher made a motion to adopt Ordinance No. 2024-80. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

- 12. FINAL PUBLIC HEARING FOR ORDINANCE NO. 2024-81**, 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 +/- 3.27 acres identified as Tracey Manor from "R-1A" Single-Family Dwelling to "R-4" Multi-Family Dwelling Zoning Designation with a Medium Density Residential Future Land Use Designation, generally located east of Orange Ave, north of E 19th Street, south of E 17th Street, and west of Crawford Ave; 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. 2024-81 (This is a Quasi-Judicial proceeding)**

Deputy City Clerk, Claudia Klockars read the Final Public Hearing for Ordinance No. 2024-81 into the record by title.

Discussion for this item took place under Ordinance No. 2024-80.

Mayor Robertson announced the Final Public Hearing for Ordinance No. 2024-81 for public comment, with no response from the audience.

Council Member Urban made a motion to adopt Ordinance No. 2024-81. Deputy Mayor Fletcher seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

- 13. FINAL PUBLIC HEARING FOR ORDINANCE NO. 2024-78**, an ordinance of the City Council of the City of St. Cloud, Florida, amending the City Code of Ordinances, Chapter 24 "Environment," Article III "Noise Control," Section 24-81 et seq. providing for severability, codification, and an effective date. (Above is full title) **ACTION ON 2024-78.**

Deputy City Clerk, Claudia Klockars read the Final Public Hearing for Ordinance No. 2024-78 into the record by title.

Melissa Dunklin, Community Development Director reviewed the proposed Ordinance.

Mayor Robertson announced the Final Public Hearing for Ordinance No. 2024-78 for public comment, with no response from the audience.

Council Member Gilbert wanted to know if this was in addition to the current Ordinance.

City Attorney, Dan Mantzaris stated that this was a complete re-write of the old Ordinance.

Deputy Mayor Fletcher made a motion to adopt Ordinance No. 2024-78. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

14. FINAL PUBLIC HEARING FOR ORDINANCE NO. 2024-79, an ordinance of the City Council of the City of St. Cloud, Osceola County, Florida, creating and enacting Chapter 28, "Offenses" Article I, "In General" Section 28-6 "Public Camping or Sleeping" of the St. Cloud City Code, providing for findings, purpose, intent, and definitions; making the act of public camping an offense punishable by law, providing for program implementation requirements and providing for enforcement and administrative procedures; providing for conflict, severability, administrative correction, codification, publication, and effective date. (Above is full title) **ACTION ON ORDINANCE NO. 2024-79.**

Deputy City Clerk, Claudia Klockars read the Final Public Hearing for Ordinance No. 2024-79 into the record by title.

Melissa Dunklin, Community Development Director reviewed the proposed Ordinance.

Mayor Robertson announced the Final Public Hearing for Ordinance No. 2024-79 for public comment, with no response from the audience.

Deputy Mayor Fletcher wanted to re-iterate that this was something the City had to do because of the new state law.

Council Member Gilbert wanted to know when this would go into effect and wanted to know what lawfully parked entailed.

Melissa Dunklin stated this would be effective January 1, 2025, for the damages part of this Ordinance.

Douglas Goerke, Police Chief stated if the car is parked in a parking lot of a store it was considered to be private parking, and the police would not necessarily deal with that unless the owners wanted the vehicle removed. This Ordinance was for public property.

Deputy Mayor Fletcher made a motion to adopt Ordinance No. 2024-79. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

X. Council Action

1. Resolution No. 2024-206R, a resolution of the City Council of the City of St. Cloud, Florida, approving the settlement agreement with Hickory Tree Industrial, LLC to resolve the pending dispute under section 70.51 Florida Statutes related to the City Council's denial of a Future Land Use and Zoning change for property located south of U.S. Hwy. 192 and west of Hickory Tree Road; authorizing the Mayor to execute the settlement agreement and providing an effective date.

Deputy City Clerk read Resolution No. 2024-206R into the record by title.

Scott Davidoff, Deputy City Manager reviewed the proposed Resolution.

Mayor Robertson announced Resolution No. 2024-206R for public comment.

Brent Spain, 1809 Edgewater Drive, representing the applicant provided a presentation on the property.

Ken Polczynski, 2027 Live Oak Boulevard, stated he and Live Oak Estates had been against this project. He said the dust had been worse since this company started operating and the traffic was already unbearable on Hickory Tree Road.

Jeff Schepler, 2209 Spring Lake Circle, asked the audience to raise their hands if they were here tonight for this development and said that they were all here against the changes to this property. He recommended that C&D Rock Crushing be removed and pay the full amount of the fines that they accrued.

Doug Matheny, 2028 Live Oak Boulevard, stated moving the crusher 300 feet further from the road would not fix anything and he hoped the Council would deny this.

Steve Grooms, 1902 Lee Wood Court, stated this development did not belong in this neighborhood and requested to have this denied.

Skip Stowers, 2221 Spring Lake Circle, stated this place was illegal and was not supposed to be there, the homes built there came way before this plant, this development was a huge pollution problem and a health concern with all the particulates that were accumulating, it was very unsightly, he showed the Council pictures of the site and that they have done nothing to improve it, the traffic was dangerous there. He proposed the solution to have this facility relocated because it was a mobile facility. He would be in favor of waiving the fines and use that money to help relocate the business.

Wayne Schultz, 2231 Spring Lake Circle, stated everything they were asked to do had not been done. He constantly had to wash his vehicles and clean his pool because the dust was so bad. He asked Council to not allow this.

Jo Marie Hemphill, 1940 Jan Lan Boulevard, stated she had asthma and cannot open her windows. She asked how do you go from highway business to industrial zoning. She was concerned with them grinding asphalt because from her understanding it had cancer causing aggregate. She also stated that she was not notified about this.

John Hardin, 1340 Beechwood Drive, stated he did not know the details as to what was going on with this development. He wanted to know if there was any effect on the groundwater and drainage. He wanted to know if those studies were available.

Jennifer Torres, 2057 Live Oak Boulevard, stated that this company had affected her livelihood and her home. The noise was bad and started early in the morning.

Rebecca O'Neal, 1904 Lee Wood Court, stated she was concerned with the possibility of having a cell tower installed on this property. She said that Live Oak Lake was officially chartered as a seaplane base. Having a cell tower there would be an obstacle for aviation.

Jagger Grooms, 1902 Leewood Court, stated that moving the parcels would not help anything. Parcel 5 had a home that backs up to the property and would become filled with the dust and the noise would be closer to that home.

Brent Spain, representing the applicant responded to the comments made by the residents. He said the sub-divisions Live Oak and Hickory Hollow were not in the City of St. Cloud, they were in Osceola County. He stated that the Code Enforcement proceedings had been abated since May. He said that there was suggestion that his client had not done anything that was asked of them, in mediation the parties agreed to Performance Standards to be put into place immediately back in March and since March of 2024 they had not received any violations. They only received a call from Mr. Mantzaris stating the crusher was operating when it was not supposed to, he immediately called Mr. Wright and was told it was not on. As far as them operating at 6:00 in the morning that had not happened because they block the driveway so trucks would not be able to enter the site until the facility was open. The stormwater concern would be discussed with the Site Development Plan process. The concrete place next to them shoots dust straight up into the air as they just saw in the pictures. They do not operate after 5:00 p.m. so there would not be nighttime impacts. The concern with the cell tower, it would be a permitted use within the Planned Unit Development, but he would be fine with striking that sentence because they had no plans for a wireless communication tower.

Jeff Fiorelli, 2508 Kaley Wood Court, stated Parcel 1 was zoned Industrial, but if they move it to Parcel 4 to the west and south of that was zoned Residential and across the street from it was a school, it was not zoned to be Commercial or Industrial.

Deputy Mayor Fletcher thanked the community for providing their input. He said that this had been going on for a long time. Everybody had the right to buy property, and he believed that you should be a good neighbor, and everyone needed to abide by the rules that were set and the process that defines that. He stated there was no effort from the last time this was brought to Council and now from the applicant. At this point, he could not support this and the City should look into injunctive relief to have the machine turned off.

Council Member Fletcher made a motion to deny Resolution No. 2024-206R, and to provide injunctive relief for the machine to be turned off until the property was adequately zoned. Council Member Gilbert seconded the motion.

Council Member Paul recommended a continuance to gather all the information needed to make a decision as she was new to the Council.

Mayor Robertson thanked everyone for their comments. He did want to work with Mr. Wright to find a solution for a possible different location.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

City Attorney, Dan Mantzaris stated this was just a proposal to resolve the pending Special Magistrate proceeding, it was not the land use, re-zoning and annexation process that they were used to seeing.

2. Discussion and possible action regarding proposed Downtown Vibes Project.

Deputy City Clerk, Claudia Klockars read Council Action No. 2 into the record by title.

Abismael Abreu, Strategic Initiatives Administrator presented the proposed Downtown Vibes Project.

City Manager, Veronica Miller wanted to highlight the real purpose for coming up with this list of projects, when the City Council decided to remove the bricks and move forward with the asphalt, it was a savings to the project, and she felt it was important to return that money back into another project downtown.

Mayor Robertson announced the Downtown Vibes Project for public comment, with no response from the audience.

Council Member Urban made a motion to approve the Downtown Vibes Project. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

3. Discussion and possible action regarding the proposed Legislative Ask List.

Deputy City Clerk, Claudia Klockars read Council Action No. 3 into the record by title.

Abismael Abreu, Strategic Initiatives Administrator presented the proposed Legislative ask list to include 1- Fire Rescue boat, 2- East Lake Toho damming system, and 3- Hopkins Park stormwater system.

Mayor Robertson announced Council Action No. 3 for public comment, with no response from the audience.

Deputy Mayor Fletcher stated he was happy to see Hopkins Park on the list and thanked staff for working on this. He said he was happy to move forward with what staff had proposed.

City Manager, Veronica Miller stated they would like to prioritize 1 and 3 as they usually only get 2 requests.

Jason Miller, Fire Chief stated their current fireboat was from 1988. This would be phase 2 of the fire rescue boat. Phase 1 was being handled through the Community Development Block Grant, grant money that they had already received so they were looking for a match to that.

Council Member Gilbert made a motion to approve the Legislative Tasks in the order of 1, 3, and 2. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

4. Discussion and possible action regarding the Lakefront Franchise agreement for operation of Riverboat Cruises with Toho Riverboat Adventures, LLC.

Deputy City Clerk, Claudia Klockars read Council Action No. 4 into the record by title.

Bobby Crispen, investor for the Riverboat stated he spoke with all the investors and Mr. Lawrence himself and would like to pay the monthly agreement that was owed to keep the permit active until they find a buyer. He and the investors do not want to operate the boat until it was in another owner's name. He also asked for permission to retrieve the Santa chair that was on the boat.

Mayor Robertson thanked Mr. Crispen for taking the reigns on this. He asked if the Council was able to get a letter of permission to help him get the chair.

City Attorney, Dan Mantzaris stated the Council did not have the authority to do that. The City Manager had the authority to allow him under supervision assuming Mr. Crispen had the authority to do so.

Deputy Mayor Fletcher thanked Mr. Crispen for trying to work with the City to get this across the finish line. He would be willing to extend the agreement until they could get all the legal matters taken care of if the City would be willing.

City Attorney, Dan Mantzaris stated currently the City Manager under the rights on the agreement that was issued, a suspension of all operations of the boat and access of the boat from the City's property was given. This was a franchise agreement, so the City Manager had the authority to do that. This was said to be until tonight under the theory that the City Council would look at the franchise agreement and decide whether they wanted to terminate it or not under the rights of the agreement. If the Council did not want to terminate the agreement tonight, then the suspension should remain in place until a future agreement came into place.

Discussion followed to include getting the LLC changed, the monthly payment, how to legally obtain the Santa chair, and to keep the suspension in place until the January 9, 2025, meeting.

Mayor Robertson made a motion to suspend operations until the January 9, 2025, Council Meeting. Deputy Mayor Fletcher seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

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

1. First Reading and Introduction for Ordinance No. 2024-82, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 1.13 acres identified as Tavarez Santiago, located east of Orange Avenue, north of E 10th Street, south of E 5th Street, and west of Rosedale Avenue; in

accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida statutes. (Above is full title) (Final Public Hearing will be heard on January 9, 2025) Action on Ordinance No. 2024-82

Deputy City Clerk, Claudia Klockars read the First Reading and Introduction for Ordinance No. 2024-82 into the record by title.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2024-82. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

2. First Reading and Introduction for Ordinance No. 2024-83, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation of “Park and Open Space” to approximately +/- 6.61 acres identified as Hopkins Park Improvements, located east of Orange Avenue, north of E 17th Street, south of E Irlo Bronson Memorial, and west of Crawford Avenue; providing for amending the official Future Land Use Map of the Comprehensive Plan, filing of the Planning Commission recommendation and proof of publication, applicability and effect, severability, copies on file and effective date (Above is full title) (Final Public Hearing will be heard on January 9, 2025) Action on Ordinance No. 2024-83

Deputy City Clerk, Claudia Klockars read the First Reading and Introduction for Ordinance No. 2024-83 into the record by title.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2024-83. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

3. First Reading and Introduction for Ordinance No. 2024-84, 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 +/- 6.61 acres identified as Hopkins Park Improvements from “A” Agriculture, “P” Professional, “R-1A” Single-Family Dwelling, and “R-2” Single & Two-Family Dwelling to “OR” Open Space and Recreational Zoning Designation with a Park and Open Space Future Land Use Designation, generally located east of Orange Avenue, north of E 17th Street, south of E Irlo Bronson Memorial, and west of Crawford 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) (Final Public Hearing will be heard on January 9, 2025) Action On Ordinance No. 2024-84 (This is a Quasi-Judicial proceeding)

Deputy City Clerk, Claudia Klockars read the First Reading and Introduction for Ordinance No. 2024-84 into the record by title.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2024-84. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

4. First Reading and Introduction for Ordinance No. 2024-85, an ordinance of the City Council of the City of St. Cloud, Florida, establishing on the proposed property known as Lakeside at Satilla and further described herein, and recognizing, the Lakeside at Satilla Community Development District, created and chartered by Uniform General Law, the Uniform Community Development District Act of Florida, Chapter 190, Florida Statutes (2001 and hereafter); acknowledging the Uniform District Charter expressed in Sections 190.006-190.041, Florida Statutes, and as referenced and provided by Section 190.004(4), Florida Statutes, and confirmed by Section 189.031(3), Florida Statutes; establishing the District (on the property proposed in this petition) and designating the initial members of the District Board of Supervisors; and recognizing and designating the powers of the District; providing for severability and effective date. (Above is full title) (Final Public Hearing will be heard on January 9, 2025) Action on Ordinance No. 2024-85 (This is a Quasi-Judicial proceeding)

Deputy City Clerk, Claudia Klockars read the First Reading and Introduction for Ordinance No. 2024-85 into the record by title.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2024-85. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

5. First Reading and Introduction for Ordinance No. 2024-86, an ordinance of the City Council of the City of St. Cloud, Florida, amending Chapter 2, "Development Process, Procedures, and Permits," Article 4, "Subdivision Plans," Sections 2.4.1 through 2.4.12, of the Land Development Code, to update procedures for platting and vacations of easements; providing for severability; conflict; administrative correction; codification; publication and an effective date. (Above is full title) (Final Public Hearing will heard on January 9, 2025). Action on Ordinance No. 2024-86.

Deputy City Clerk, Claudia Klockars read the First Reading and Introduction for Ordinance No. 2024-86 into the record by title.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2024-86. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

XII. City Attorney

City Attorney, Dan Mantzaris wished everyone a Merry Christmas.

XIII. City Manager

City Manager, Veronica Miller wished everyone a Merry Christmas. She thanked City Council for them coming last weekend for the tree lighting and the parade. She stated she was informed that Spectrum would be attending and broadcasting St. Cloud's New Years Eve party, which would provide great exposure. She also thanked the Communications Department for making it happen.

XIV. Mayor and Council Members

Council Member Paul wanted to praise the officers who helped a community member whose car was stalled out and he pushed the car into the parking lot. She wished everyone a Merry Christmas.

Council Member Urban wanted to reflect on the past year and thanked everyone for what they had accomplished this past year. He wished everyone a Merry Christmas.

Council Member Gilbert stated during the meeting he felt that there was some heckling going on and wanted to know how they could prevent it from happening again. He said that in 2025 they would be launching a better ad campaign and sponsorship for the New Year's Eve event, and he wished everyone a Merry Christmas.

Mayor Robertson instructed him to call point of order and then he would be able to take control of the situation.

Deputy Mayor Fletcher stated that at a previous Community Redevelopment Agency meeting there was discussion regarding the P3 project and putting it out for bid again. There was also discussion of having the City build the parking structure on their own, financing it through Community Redevelopment Agency funds, and then sending the P3 out for bid. He requested to see if Council would be interested in doing that and then direct the City Manager to open the bid up as soon as possible. He wished everyone a Merry Christmas.

City Manager, Veronica Miller stated there was not a scheduled Community Redevelopment Agency Meeting in January.

Council consensus was to hold a Community Redevelopment Agency Meeting in January and to hold off on the P3 until discussion was had at a Community Redevelopment Agency Meeting in January.

Mayor Robertson stated staff had done an awesome job with the tree lighting, parade and everything that was going on in the downtown area. He asked Chief Goerke to speak about his officer. He wished everyone a Merry Christmas and a Happy New Year.

Police Chief Goerke stated Captain Curtis Wesler just finished 10 weeks at the Federal Bureau of Investigations Academy of Executive Leadership Development and he had just graduated today.

XV. Information Section and Report Section

- Tuesday, December 24, 2024 - City Offices Closed in Observance of Christmas Eve Holiday
- Wednesday, December 25, 2024 - City Offices Closed in Observance of Christmas Day Holiday
- Wednesday, January 1, 2025 - City Offices Closed in Observance of New Year's Holiday
- Thursday, January 9, 2025 - City Council Meeting - 6:30 p.m. @ City Hall, Council Chambers

Reports:

- Warrant List #2

- Tree Advisory Committee Meeting Minutes September 2024 - Approved

XVI. Adjournment 10:29 p.m.

Mayor Christian B. Robertson

ATTEST:

City Clerk, Ivy Llauro

Minute Approved: _____

ST. CLOUD CITY COUNCIL REGULAR MEETING
Thursday, January 9, 2025
City Hall - Council Chambers
1300 9th Street
Minutes

- I.** Mayor Robertson called the meeting to order at 6:30 p.m.
- II.** Invocation given by Pastor Delbert Rogers from Champion Baptist Church
- III.** Pledge of Allegiance
- IV.** Roll Call

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

All members were present.

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

City Manager, Veronica Miller stated if anyone was there for the Lakeside at Satilla Community Development District public hearing it was not on this agenda and would be readvertised at a future date. She requested Public Hearing No. 2, Ordinance No. 2024-72 and No. 3, Ordinance No. 2024-73 be removed and they would be readvertised in the future. She also requested to continue Public Hearing #8 to the February 13, 2025, Council Meeting.

VI. Presentations

- Proclamation Denouncing St. Cloud's "Sundown Town" Past Reputation and Affirming St. Cloud's Acceptance of All Residents

Council Member Paul made a motion to approve the Sundown Town Proclamation. Council Member Gilbert seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

Council Member Paul presented NAACP Osceola County Branch 5121 with a Proclamation Denouncing St. Cloud's "Sundown Town" Past Reputation and Affirming St. Cloud's Acceptance of All Residents.

- Presentation for Employee of the Month to Pam S. Neal

Melissa Dunklin presented Pam S. Neal with the Employee of the Month Award.

- 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.

City Manager, Veronica Miller requested to correct item C on the Consent Agenda and item H.

Council Member Gilbert requested to pull item A for discussion.

- A. Resolution No. 2025-004R, a resolution of the City Council of the City of St. Cloud, Florida, amending the Schedule of Fees and Charges pursuant to Part II City Code, Chapter 10 - Building and Building Regulations, Section 10-3 - Permit and Permit Fee Required and amending Part III of the Land Development Code, Chapter 1 - General Provision, Administration, and Boards and Commissions, 1.2.8 - Fees and Charges; repealing all resolutions in conflict and providing an effective date.

COST: No cost associated with this item.

This item is to amend the schedule of fees for the Building Department by temporarily reducing building permit fees by ten percent (10%) for permits issued by square footage and eighteen percent (18%) for permits issued by value. It also will transfer fence and sign permits to the Community Development Department.

Council Member Gilbert wanted to confirm that the fee reductions were 10% and 18%.

City Manager, Veronica Miller stated that was correct for one year they would be reducing the Building Departments fees, 10% for permits based on square footage and 18% for permits issued by value.

Deputy Mayor Fletcher stated this was a good thing for our City and it aligned with our Strategic Plan.

- B. Resolution No. 2025-005R, a resolution of the City Council of the City of St. Cloud, Florida authorizing the execution of the professional services agreement for enhanced policing services within the Community Redevelopment Area; and providing an effective date.

COST: up to \$120,000 per year; Community Redevelopment Agency funds

This item is to authorize the agreement between the St. Cloud Police and St. Cloud Community Redevelopment Agency for enhanced policing services.

- C. Resolution No. 2025-006R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the City Manager to enter into a task authorization to the contract and agreement for Continuing Roofing Services with Precision Roofing Solutions, Inc. dated April 27, 2022, for re-roofing of the City of St. Cloud Police Department, and any amendment thereto, and providing an effective date.

COST: up to \$899,660.00

This item is to approve a task authorization with Precision Roofing Solutions, Inc. for re-roofing of the City of St. Cloud Police Department.

City Manager, Veronica Miller stated that the cost was incorrect on the agenda, and it should be \$575,613.00

Deputy Mayor Fletcher made a motion to approve item C with the correct cost of \$575,613.00. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

- D. Resolution No. 2025-008R, a resolution of the City Council of the City of St. Cloud, Florida, determining Cornerstone Construction Services, Inc. as a sole source provider in the best interest of the City of St. Cloud and authorizing and directing the City Manager to execute an agreement between the City of St. Cloud and Cornerstone Construction Services, Inc., and providing an effective date.
COST: up to \$308,096.00
This item is to approve an agreement with Cornerstone Construction Services Inc. to repair the floors at the Transfer Station.
- E. Resolution No. 2025-009R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the City Manager to enter into a task authorization to the contract and agreement for Continuing Professional Civil Engineering Services with Wright-Pierce, Inc. dated January 5, 2023 for Landfill Long Term Care Monitoring and Reporting, and any amendments thereto, and providing an effective date.
COST: up to \$152,400.00
This item is to approve a task authorization with Wright-Pierce, Inc. for monitoring and reporting at the Landfill.
- F. Resolution No. 2025-010R, a resolution of the City Council of the City of St. Cloud, Florida, approving the agreement for the purchase of approximately .12 acres of certain vacant real property located at the intersection of Rummell Road and Orange Avenue for the purchase price of \$11,000.00 from Mary McCurdy and authorizing the Mayor and/or City Manager to perform all acts necessary and appropriate to close on the property as provided herein.
COST: up to \$11,000.00 plus \$1,200.00 Real Estate Commission Fee
This item is to purchase 0.12 acres of real property on Rummell Road and Orange Avenue for stormwater infrastructure related to the Rummell Road Trail Project.
- G. Resolution No. 2025-011R, a resolution of the City Council of the City of St. Cloud, Florida, amending the Schedule of Fees and Charges pursuant to Part II City Code, Chapter 10 - Building and Building Regulations, Section 10-3 - Permit and Permit Fee Required and amending Part III Land Development Code, Chapter 1 - General Provision, Administration, and Boards and Commissions, 1.2.8 - Fees and Charges; repealing all resolutions in conflict and providing an effective date.
COST: No cost associated with this item.
This item is to amend the Community Development Fee Schedule which includes reorganization of fees so that all fees associated with a specific project case type are together and in alphabetical order by division or category, transfer fence permits from Building Department to Community Development, establish a permitting fee for prefabricated sheds 80sqft or less, and adds fees for Floodplain Review, Public Works and Fire Plan where applicable.
- H. Request Council's approval of the 2025 proposed conceptual calendar.
COST: No cost associated with this item.
This item is to set meeting schedules for the 2025 calendar year. Meeting dates may

change as necessary.

City Manager, Veronica Miller requested to move the budget workshop to August 20, 2025 due to a conflict.

Deputy Mayor Fletcher made a motion to approve item H with the date change of the budget workshop to August 20, 2025. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

I. Proclamation in recognition of NASA Day of Remembrance.

Mayor Robertson announced the Consent Agenda for public comment, with no response from the audience.

Deputy Mayor Fletcher made a motion to approve the Consent Agenda with the corrections to the dollar amount on item C to be \$575,613.00 and the date change for the budget workshop on item H to be August 20, 2025. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

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.

Camille Levee, 515 Neptune Bay Circle, stated she was the president of the Friends of the Veteran's Memorial Library, and she wanted to invite everyone to come out to their semi-annual book sale January 31 to February 2, 2025.

Helen Adams, 1767 California Avenue, stated she had been helping veterans and their families since 2022 and would like the city to consider a veteran's commission or veterans board so there would be a veteran's voice in the city.

Mayor Robertson thought they should discuss this idea in the future and would talk to staff.

Jamie Araiza, 2401 13th Street, stated she was the owner of Thrifty, and she requested an amendment to code 13.14.6 which only allowed canopies at gas stations but not to stores. She wanted to add a canopy to the building of Thrifty and put solar panels on it.

City Manager, Veronica Miller stated at this point the Land Development Code did not allow this and there were also challenges with the Florida Building Code and suggested they meet with the Business Navigator.

Mayor Robertson stated that the solar company had reached out to Council, and he felt they should meet with staff first.

Council Member Urban stated he was always looking for ways that St. Cloud could be the most business friendly, he would be open to look into ways that they could help make an exception on this if they could find a way that would work with the Florida Building Code.

Deputy Mayor Fletcher thanked Ms. Araiza for her store and for them trying to renovate. He thought it was premature to give direction to the City Manager at this point, not knowing any information. He requested that she work with the Business Navigator to provide Council with more information so they could make a better decision.

IX. Public Hearings

1. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2024-71**, an ordinance of the City Council of the City of St. Cloud, Florida to annex into the City of St. Cloud approximately +/- 1.64 acres identified as Palm Properties, located east of Narcoossee Rd, north of E Irlo Bronson Memorial, south of Lillian Lee Rd, west of Puffin Rd; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes. (Above is full title) **ACTION ON ORDINANCE NO. 2024-71**

Executive Administrative Assistant, Stacey Wilde, read the Final Public Hearing for Ordinance No. 2024-71 into the record by title.

Melissa Dunklin, Community Development Director reviewed the proposed Ordinance.

Mayor Robertson announced the Final Public Hearing for Ordinance No. 2024-71 for public comment.

Matthew Ricky, 4732 Red Pine Way, the son of the owner stated he was available for questions.

Deputy Mayor Fletcher made a motion to adopt Ordinance No. 2024-71. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

2. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2024-72**, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation “Low Density Residential” to approximately +/- 1.64 acres identified as Palm Properties, located east of Narcoossee Rd, north of E Irlo Bronson Memorial, and south of Lillian Lee Rd, west of Puffin Rd; 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. 2024-72**

This item was pulled.

3. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2024-73**, 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 +/- 1.64 acres identified as Palm Properties from “AC” Agriculture to “A” Agriculture Zoning Designation with a Low Density Residential Future Land Use Designation, generally located east of Narcoossee Rd, north of E Irlo Bronson Memorial, south of Lillian Lee Rd, and west of Puffin Rd; 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. 2024-73 (This is a Quasi-Judicial proceeding)**

This item was pulled.

4. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2024-82**, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 1.13 acres identified as Tavaréz Santiago, located east of Orange Avenue, north of E 10th Street, south of E 5th Street, and west of Rosedale Avenue; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes. (Above is full title) **ACTION ON ORDINANCE NO. 2024-82**

Executive Administrative Assistant, Stacey Wilde, read the Final Public Hearing for Ordinance No. 2024-82 into the record by title.

Melissa Dunklin, Community Development Director reviewed the proposed Ordinance.

Mayor Robertson announced the Final Public Hearing for Ordinance No. 2024-82 for public comment.

Iris Tavaris, 605 Orange Avenue, the applicant stated she tried to build next to her property and the County told her that they could not split the lot because they would eventually be annexed into the City. She went to the City and was told she would have to voluntarily request to be annexed and that was the reason she was here tonight.

Deputy Mayor Fletcher wanted to know if the zoning would change.

Melissa Dunklin stated that the City had a compatible agricultural zoning so they would be able to maintain their agricultural zoning once it was annexed.

Council Member Gilbert wanted to welcome Ms. Tavaris to the City and told her that she was going to like the City.

Mitchell Lee, 701 Orange Avenue stated when he bought his house it was because he did not want another house right on top of his. They voluntarily requested to be annexed and now they are going to build right next to him without considering how this would affect him.

City Manager, Veronica Miller, wanted to clarify per their Joint Planning Agreement with the County any properties that were within an enclave would eventually be annexed into the City whether or not they were contiguous. The City Planning Department was currently looking at annexing enclaves.

Council Member Urban stated he understood what Mr. Lee was saying. He said it would be fiscally irresponsible for the City to not think about these enclaves as our City grew and we had to do what was best for the residents of St. Cloud.

Council Member Urban made a motion to adopt Ordinance No. 2024-82. Deputy Mayor Fletcher seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

5. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2024-83**, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation of "Park and Open Space" to approximately +/- 6.61 acres identified as Hopkins Park Improvements, located east of Orange Avenue, north of E 17th Street, south of E Irlo

Bronson Memorial, and west of Crawford Avenue; 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. 2024-83**

Mayor Robertson requested items 5 and 6 to be read into the record together.

Executive Administrative Assistant, Stacey Wilde read the Final Public Hearing for Ordinance No. 2024-83 and Ordinance No. 2024-84 into the record by title.

Melissa Dunklin, Community Development Director, reviewed the proposed Ordinances.

Mayor Robertson announced the Final Public Hearing for Ordinance No. 2024-83 for public comment.

Augusta Odom, 1621 Orange Avenue wanted to thank the Council for their work with the improvements at Hopkins Park.

Deputy Mayor Fletcher wanted to say that they were getting there. They had a representative from Congressman Sotos' office here and wanted to thank his office for the work they had done out there at Hopkins Park.

Council Member Gilbert made a motion to adopt Ordinance No. 2024-83. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

6. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2024-84**, 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 +/- 6.61 acres identified as Hopkins Park Improvements from "A" Agriculture, "P" Professional, "R-1A" Single-Family Dwelling, and "R-2" Single & Two- Family Dwelling to "OR" Open Space and Recreational Zoning Designation with a Park and Open Space Future Land Use Designation, generally located east of Orange Ave, north of E. 17th Street, south of E Irlo Bronson Memorial, and west of Crawford Ave; 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. 2024-84 (This is a Quasi-Judicial proceeding)**

Executive Administrative Assistant, Stacey Wilde read the Final Public Hearing for Ordinance No. 2024-84 into the record by title.

Discussion for this item took place under Ordinance No. 2024-83.

Council Member Gilbert made a motion to adopt Ordinance No. 2024-84. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

7. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2024-86**, an ordinance of the City Council of the City of St. Cloud, Florida, amending Chapter 2, "Development

Process, Procedures, and Permits," Article 4, "Subdivision Plans," Sections 2.4.1 through 2.4.12, of the Land Development Code, to update procedures for platting and vacations of easements; providing for severability; conflict; administrative correction; codification; publication and an effective date. (Above is full title) **ACTION ON ORDINANCE NO. 2024-86.**

Executive Administrative Assistant, Stacey Wilde, read the Final Public Hearing for Ordinance No. 2024-86 into the record by title.

Melissa Dunklin, Community Development Director reviewed the proposed Ordinance.

Mayor Robertson announced the Final Public Hearing for Ordinance No. 2024-86 for public comment, with no response from the audience.

Council Member Gilbert stated that he had worked with a lot of developers and the process used to take nine months, it was now up to two years. He wanted to know if this new process would help close that gap for the developers.

Melissa Dunklin responded yes; they were trying to shorten the review process to get the approval.

Council Member Urban wanted to thank staff for bringing this item forward. He had requested this so the City could be one of the most business friendly towns in Florida.

Council Member Urban made a motion to adopt Ordinance No. 2024-86. Deputy Mayor Fletcher seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

8. **PUBLIC HEARING FOR RESOLUTION NO. 2025-001R**, a resolution of the City Council of the City of St. Cloud, Florida, granting a Conditional Use to operate a "Private School" in the "R-1B" Single Family Dwelling Zoning District on approximately 2.46 acres of land known as "Christ Centered Academics," generally located north of E Irlo Bronson Memorial Highway, east of Old Hickory Tree Road, west of Dean Street, and South of 10th Street as described in the body of this resolution. (Above is full title) **ACTION ON RESOLUTION NO. 2025-001R**

Executive Administrative Assistant, Stacey Wilde, read Resolution No. 2025-001R into the record by title.

Mayor Robertson announced the Public Hearing for Resolution No. 2025-001R for public comment, with no response from the audience.

City Manager, Veronica Miller requested this item be continued to the February 13th Council meeting.

Council Member Gilbert recused himself from this item due to his involvement with this entity.

Deputy Mayor Fletcher made a motion to continue Resolution No. 2025-001R to the February 13th Council meeting. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0-1, Council Member Gilbert abstained.)

9. **PUBLIC HEARING FOR RESOLUTION NO. 2025-003R**, a resolution of the City Council of the City of St. Cloud, Florida amending Resolution Number 2024-120R which adopted the fiscal year 2024/2025 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. 2025-003R**

Executive Administrative Assistant, Stacey Wilde, read Resolution No. 2025-003R into the record by title.

Jeff Cooper, Finance Director reviewed the proposed Resolution.

Mayor Robertson announced the Public Hearing for Resolution No. 2025-003R for public comment.

Augusta Odom, 1621 Orange Avenue wanted to know where the Orange Avenue upgrade was going to end up at. He also wanted to know about the traffic issue on Crawford and Orange Avenue, he was told that they would be putting in a light at that intersection.

City Manager, Veronica Miller said the portion that they were purchasing was from Nolte Road up to the Roan Bridge Sub-division, from there it would go to 19th Street. She said originally when the Roan Bridge Community was going in, they talked about installing a light in the future, they could not guarantee timing because it was a Department of Transportation Road. She said the City would support this in the future.

Council Member Urban made a motion to approve Resolution No. 2025-003R. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

X. Council Action

1. Resolution No. 2025-012R, a resolution of the City Council of the City Of St. Cloud, Florida, approving the agreement for the purchase of approximately 3.25 acres of certain vacant real properties, and associated temporary construction easements, located on Nolte Road, north of Hickory Grove Road and west of Hitch Loop for the purchase price of \$959,865.00 from the Thomas D. Fertic Family Trust & The Maureen Fertic Family Trust and authorizing the Mayor and/or City Manager to perform all acts necessary and appropriate to close on the property as provided herein.

Executive Administrative Assistant, Stacey Wilde, read Resolution No. 2025-012R into the record by title.

Abismael Abreu, Strategic Initiatives Administrator, reviewed the proposed Resolution.

Mayor Robertson announced Resolution No. 2025-012R for public comment.

Jerom Fertic, 50 Fertic Road, spoke on behalf of the Fertic family and suggested that the City consider renaming the road to a boulevard name and he suggested the name to be Broken T Ranch Boulevard.

Council Member Gilbert wanted to thank the Fertic family for working with the City on this agreement.

City Manager, Veronica Miller wanted to clarify that they were directed by past City Council to acquire this right of way because within the Roan Bridge community the southernmost lot was planned to be a Fire Station.

Discussion continued to include all the access points, Council possibly allowing him to apply for the vacations and not pay the application fee.

Council consensus was to waive the application fee.

Council Member Paul made a motion to approve Resolution No. 2025-012R. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

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. 2025-01, an ordinance of the City Council of the City of St. Cloud, Florida; contracting two parcels totaling approximately +/-3.86 acres identified as La Salle Avenue located north of Cypress Avenue, east of Kaiser Avenue, and west of La Salle Avenue owned by Servin Duc and Chanthou Vorn and Kersey Dustin Cole; amending the boundary lines of the Municipality to remove said properties from Ordinance No. 2024-52 due to an scrivener's error; providing for severability; conflicts, publication and an effective date. (Above is full title) (Final Public Hearing will be heard on February 13, 2025) Action on Ordinance No. 2025-01.

Executive Administrative Assistant, Stacey Wilde, read the First Reading and Introduction for Ordinance No. 2025-01 into the record by title.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2025-01. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

2. First Reading and Introduction for Ordinance No. 2025-02, an ordinance of the City Council of the City of St. Cloud of Osceola County, Florida, amending City Code Chapter 44, "Utilities", by amending Section 44-31 "Adoption of Tohopekaliga Water Authority Policies"; and adding Section 44-32 "New Individual Residential and General Services"; providing for severability, conflict, administrative correction, codification and

effective date. (Above is full title) (Final Public Hearing will be heard on February 13, 2025) Action on Ordinance No. 2025-02.

Executive Administrative Assistant, Stacey Wilde, read the First Reading and Introduction for Ordinance No. 2025-02 into the record by title.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2025-02. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

XII. City Attorney

City Attorney, Dan Mantzaris stated he had nothing at this time.

XIII. City Manager

City Manager, Veronica Miller stated that she read a higher number for the cost of the roof on Consent Agenda item C. The correct amount was \$515,613.00. She also said the City had a contract for the 17th Street ballfields and if the City buys the lighting, they could save \$38,571.80.

Council Consensus was to self-purchase the lighting.

She also asked for Council Consensus to have the mayor sign two support letters for Osceola County grants. One was for Cross Prairie Parkway and the other was for Advanced Flood Model Technology. She also wanted to recognize that today was National Law Enforcement Appreciation Day.

Council Consensus was to sign the letter of support.

XIV. Mayor and Council Members

Council Member Paul stated she had nothing at this time.

Council Member Urban stated he would like to look into more ways that the City could embrace veteran support.

Council Consensus was to look into a veteran's committee and have a workshop to discuss.

Council Member Gilbert stated he was excited for 2025 and to get a lot of things done this year.

Deputy Mayor Fletcher stated he attended a production by Theater in the Cloud and asked if Council would be interested in them providing a presentation at a future Council meeting of all the things they do for arts in the community. He also said Council passed an ordinance or resolution prior in reference to accessory dwelling units and the City has had two applicants in over a year. He believed the language in the ordinance that was stopping people from applying was the impact fee requirements. The paragraph was struck through at the Council meeting when it was approved, and he would like to get consensus to bring that back with the original language not charging impact fees on those.

Council Consensus was to bring back the Ordinance for Council to review.

Mayor Robertson stated he was sad to see that the downtown farmers market was not moving forward.

Council Consensus was to add discussion on the farmers market to the February workshop.

XV. Information Section and Report Section

- Friday, January 10, 2025 - Community Redevelopment Agency Meeting- 2:00 p.m. @ Building Department, Conference Room
- Thursday, January 16, 2025 - City Council Workshop - 1:00 p.m. @ Building Department, Conference Room
- Monday, January 20, 2025 - City Offices Closed in Observance of Martin Luther King Day
- Friday, January 24, 2025 - City Council Workshop - 2:00 p.m. @ Building Department, Conference Room
- Thursday, February 13, 2025 - City Council Meeting - 6:30 p.m. @ City Hall, Council Chambers

Reports:

- Warrant List #3

XVI. Adjournment at 8:20 p.m.

Mayor Christian B. Robertson

ATTEST:

City Clerk, Ivy Llauro

Minute Approved: _____

ST. CLOUD CITY COUNCIL REGULAR MEETING
Thursday, February 13, 2025
City Hall - Council Chambers
1300 9th Street
6:30 p.m.
Minutes

- I.** Mayor Robertson called the meeting to order at 6:31 p.m.
- II.** Invocation given by Pastor Cathy Thacker from First United Methodist of St. Cloud
- III.** Pledge of Allegiance
- IV.** Roll Call

- ◆ Mayor Chris Robertson City Manager, Veronica Miller
- ◆ Deputy Mayor Shawn Fletcher City Attorney, Dan Mantzaris
- ◆ Council Member Jennifer A. Paul City Clerk, Ivy Llauro
- ◆ Council Member Kolby Urban Strategic Initiatives Admin. Abismael Abreu
- ◆ Council Member Ken Gilbert Members of the Press

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

City Manager, Veronica Miller requested to move the Team Recognition to be heard directly after National Boy Scout Day. She also requested to remove the Employee of the Month from the agenda and add a final presentation at the end for Toho Water Authority.

VI. Presentations

- Proclamation in recognition of National Boy Scout Day

Mayor Robertson presented a Proclamation in recognition of National Boy Scout Day to Troop 192.

- Presentation for Team Recognition of the Month to Roger McCrimon & Norman Murphy

Joshua Johnson presented Robert McCrimon and Norman Murphy with a Team Recognition Award.

- Presentation in recognition of the Building Department's Accreditation

Council Member Urban presented the Building Department staff with their Accreditation Plaque in recognition of their hard work in obtaining their departmental accreditation.

- Presentation by the Small Business Development Center (SBDC)

Maria Cevallos and Rafael Pratt provided a brief presentation regarding their new partnership with the City of St. Cloud.

- Presentation by Toho Water Authority, Todd Swingle

Todd Swingle provided a presentation regarding the billing system, water rates, equipment and utility management. He proposed that Toho and the City of St. Cloud do an expanded utility management update possibly in March.

Council Member Gilbert stated he was one of the customers who had been affected by the credit card limitations, and he appreciated that they would be raising the limit for credit cards. He thanked Mr. Swingle for being proactive with the community and offering different services to help the citizens.

Council Member Urban thanked Mr. Swingle for the presentation. He stated he would like to move towards removing the City's charges from the Toho billing.

Council Member Paul wanted to know where residents could go if they wanted to pay cash.

Mr. Swingle stated they could go to Amscot with no fees.

Discussion followed to include upgrades to the water treatment plants, using the email address and looking at other ways to get this information out besides on social media.

Council consensus was to hold a workshop to discuss city fees on Toho billing statements.

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

Deputy Mayor Fletcher requested to speak about item F.

Mayor Robertson requested to pull item L for discussion.

Council Member Gilbert requested to speak about items C, D and K.

A. Resolution No. 2025-014R, a resolution for the City Council of the City of St. Cloud, Florida, authorizing the 2025 City-Wide Garage Sales to be held on May 16, 17, and 18, 2025 and on November 14, 15, and 16, 2025.

COST: No cost associated with this item.

This item is to approve the 2025 dates for the two City-Wide Garage Sale Events established by City Council annually.

B. Resolution No. 2025-019R, a resolution of the City Council of the City of St. Cloud, Florida, rescinding Resolution No. 2019-115R, which adopted the Special Event Co-Sponsorship and Fee Reduction/Waiver Policy and provided an effective date.

COST: No cost associated with this item.

This item is to rescind Resolution No. 2019-115R, the Special Event Co-Sponsorship and Fee Reduction/Waiver Policy.

C. Resolution No. 2025-020R, a resolution of the City Council of the City of St. Cloud, Florida, rescinding Resolution No. 2022-303R, which adopted the Facility Rental Fee Reduction/Waiver Policy and provided an effective date.

COST: No cost associated with this item.

This item is to rescind Resolution No. 2022-303R, the Facility Rental Fee

Reduction/Waiver Policy.

Council Member Gilbert stated we had done this in the past and these fees were to cover our costs at the City, he was in favor of continuing the no waiver/ reduction policy.

- D. Resolution No. 2025-021R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the City Manager to enter into a task authorization to the contract and agreement for Construction Manager at Risk Services for projects less than \$4 Million in value with Arnco Construction, Inc. dated July, 8, 2022, for Chisholm Boat Ramp, and any amendments thereto, and providing an effective date.
COST: up to \$455,477.62
This item is to approve a task authorization with Arnco Construction, Inc. for renovations and repairs to the Chisholm Park Boat Ramp.

Council Member Gilbert stated the Chisholm Park boat ramps were built in 1992 and they are not safe. This was a great thing for the citizens to have done.

- E. Resolution No. 2025-022R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing and directing the City Manager to negotiate and enter into an agreement with Arnco Construction, per Request for Qualifications (RFQ) No. 2024-154 Construction Manager at risk for Fire Stations (rebid), and providing an effective date.
COST: Undetermined at this time as services are provided on task authorization basis. This contract will be utilized by the Fire Department for the construction of three fire stations from various approved and budgeted expenditure accounts.
This item is to authorize the City Manager to negotiate and enter into an agreement with Arnco Construction for Construction Manager at risk services on a task authorization basis for the construction of three fire stations.
- F. Resolution No. 2025-023R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the purchase of one (1) Pierce PUC Pumper Truck, with options available through NPPGov Contract No. PS20240, whose subject matter is Fire Apparatus, and the award thereof to Pierce Manufacturing, Inc. and authorized distributor Ten-8 Fire Equipment, Inc., and providing an effective date.
COST: up to \$1,237,668.00
This item is to purchase one (1) Pierce PUC Pumper Truck with options.

Deputy Mayor Fletcher stated that this was an investment for the Fire Department, and he wanted to highlight significant investments and wanted to thank the Chief for getting this here.

Mayor Robertson wanted to hear more information on the Pumper Truck.

Fire Chief, Jason Miller stated this was for the purchase of a Pumper Truck. It was an enforcer series engine which would be designated for Fire Station 36. He said it puts the City in line with the growth plan for the Fire Department.

- G. Resolution No. 2025-024R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing and directing the City Manager to exercise the extension of the agreement dated August 1, 2022, between the City of St. Cloud and Purvis, Gray and Company, LLP for Professional Auditing Services, and providing an effective date.
COST: Undetermined at this time as services are provided on an as-needed basis. This contract will be utilized by the Finance Department on an as-needed basis from various

approved projects and budgeted expenditure accounts.

This item is to approve the extension of the agreement for auditing services with Purvis, Gray and Company, LLP.

- H. Resolution No. 2025-025R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the utilization of Broward College, Florida Contract No. RFP-2024-082-OA, whose subject matter is storm drain cleaning, repairs, and maintenance services, providing the award thereof to Shenandoah General Construction, LLC, and providing an effective date.

COST: Undetermined at this time as goods and services are provided on an as-needed basis. This contract will be utilized by the Public Works Department for storm drain cleaning, repairs, and maintenance services on an as-needed basis from various approved and budgeted projects and expenditure accounts throughout the fiscal year.

This item is to approve an agreement for storm drain cleaning, repairs, and maintenance services.

- I. Resolution No. 2025-026R, a resolution of the City Council of the City of St. Cloud, Florida, providing for the approval and adoption of the 2024 City of St. Cloud Solid Waste Master Plan and providing for an effective date.

COST: No cost associated with this item.

This item is to approve the 2024 City of St. Cloud Solid Waste Master Plan that was prepared by Wright-Pierce.

- J. Resolution No. 2025-027R, a resolution of the City Council of the City of St. Cloud, Florida, approving a Municipal Inter-Local Voluntary Cooperation Mutual Aid agreement authorizing the Mayor to execute all documents necessary to complete the inter-local agreement.

COST: No cost associated with this item.

This item is to approve a Municipal Inter-Local Voluntary Cooperation Mutual Aid agreement.

- K. Resolution No. 2025-028R, a resolution of the City Council of the City of St. Cloud approving First Amendment to the memorandum of understanding with Orange County intergovernmental radio system encryption key authorizing the Mayor to execute all documents necessary to complete the memorandum of understanding.

COST: No cost associated with this item.

This item is to approve a First Amendment to the memorandum of understating with Orange County regarding radio system encryption key.

Council Member Gilbert stated he loved the idea of the radios with Orange County.

- L. Resolution No. 2025-029R, a resolution of the City Council of the City of St. Cloud, Florida, creating a special purpose advisory committee related to U.S. Military Veterans Affairs providing for the membership of the committee; and establishment of the duties of the committee and providing an effective date.

COST: No cost associated with this item.

This item is to create a Special Purpose Advisory Committee related to U.S. Military Veterans Affairs.

Mayor Robertson stated he would like to make a motion to add two more seats for Senator Ashley Moody's office and John Newstreet from the Osceola Chamber.

City Attorney, Dan Mantzaris stated historically they typically want to make sure that the quorum number corresponds with the number of City residents. Currently there were eight members so it would then go to nine so the majority of the board would be City residents. They could draft it to be each Council Member would have two appointees and one would be a City resident.

Mayor Robertson made a motion to add two seats to the board for Ashley Moody or designee and for the Osceola Chamber and to have at least one of the Council Members picks be a City resident. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried.
(Vote 5-0)

M. Proclamation in recognition of Flood Awareness Week

Mayor Robertson announced the Consent Agenda for public comment, with no response from the audience.

Council Member Urban made a motion to approve the Consent Agenda with the changes to add two more seats to the Veterans Board an to have at least one of the Council Members pick be a City resident. Council Member Gilbert seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried.
(Vote 5-0)

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

Alicia Young, 424 Kentucky Avenue, requested a variance to install an 8-foot fence because her Great Danes keep jumping the fence.

Council Member Gilbert stated he would like to look at the property to see if this would impede any other citizens.

City Attorney, Dan Mantzaris stated the Council did not have the authority to grant a variance, the Board of Adjustment would be the ones to grant the variance. The Council did have the authority to change the code.

Discussion followed to include alternative options, how the Board of Adjustment worked, placing conditions on the variance, and working with the resident.

Council consensus was for the City Manager to look into this to see if there was a way to work with the property owner within the limitation of the current ordinance.

Stephanie Dunn and the Lakeview Elementary Community Club read a letter and introduced themselves to the Council as they are learning about how the government works.

Larissa Roderick, 461 Clay Drive stated our City had been all about our Veterans since 1909. She gave a brief presentation on the history of Soldier City. She suggested that they return to the Soldier City that it used to be.

IX. Public Hearings

1. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2024-51**, an ordinance of the City Council of the City of St. Cloud, Florida, amending Chapter 3, "Performance and Siting Standards" by amending Article 14, titled "Use Regulations" Section 3.14.23 of the Land Development Code, to update siting standards for Mini-Warehouses and Storage Facilities, providing for severability, scrivener's errors, conflict, codification, and effective date. (Above is full title) **ACTION ON ORDINANCE NO. 2024-51**

Ivy Llauro, City Clerk, read the Final Public Hearing for Ordinance No. 2024-51 into the record by title.

Melissa Dunklin, Community Development Director reviewed the proposed Ordinance.

Mayor Robertson announced the Final Public Hearing for Ordinance No. 2024-51 for public comment, with no response from the audience.

Council Member Gilbert stated this Ordinance should be passed on, there were so many regulations. He recommended denial.

Deputy Mayor Fletcher stated he would also recommend denial.

Council Member Gilbert made a motion to deny Ordinance No. 2024-51. Deputy Mayor Fletcher seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motioned carried (Vote 5-0)

2. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2024-85**, an ordinance of the City of St. Cloud, Florida, establishing, on the proposed property known as Lakeside at Satilla and further described herein, and recognizing, the Lakeside at Satilla Community Development District, created and chartered by Uniform General Law, the Uniform Community Development District Act of Florida, Chapter 190, Florida Statutes (2001 and hereafter); acknowledging the Uniform District Charter expressed in Sections 190.006-190.041, Florida Statutes, and as referenced and provided by Section 190.004(4), Florida Statutes, and confirmed by Section 189.031(3), Florida Statutes; establishing the District (on the property proposed in this petition) and designating the initial members of the District Board of Supervisors; and recognizing and designating the powers of the District; providing for severability and effective date. (Above is full title) **ACTION ON ORDINANCE NO. 2024-85** (This is a Quasi-Judicial proceeding)

Ivy Llauro, City Clerk, read the Final Public Hearing for Ordinance No. 2024-85 into the record by title.

Melissa Dunklin, Community Development Director reviewed the proposed Ordinance.

Mayor Robertson announced the Final Public Hearing for Ordinance No. 2024-85 for public comment.

Cam Realy, 411 East Jackson Street, the applicant stated he was available for any questions and requested approval.

Council Member Gilbert wanted to know if the residents of this community would be paying a two-tier Community Development District fee.

Cam Realy stated yes, there would be assessments done yearly so the City would not have to step in and the needed work it would all be incorporated in the Community Development District fee.

Discussion followed to include the process of the board members of the community and, the turnover period from construction to residents.

Deputy Mayor Fletcher made a motion to adopt Ordinance No. 2024-85. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

3. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2025-01**, an ordinance of the City of St. Cloud, Florida; contracting two parcels totaling approximately +/-3.86 acres identified as La Salle Avenue located north of Cypress Avenue, east of Henry J Avenue, and west of La Salle Avenue owned by Servin Duc and Chanthou Vorn and Kersey Dustin Cole; amending the boundary lines of the municipality to remove said properties from Ordinance No. 2024-52 due to an scrivener's error; providing for severability; conflicts, publication and an effective date. (Above is full title) **ACTION ON ORDINANCE NO. 2025-01.**

Ivy Llauro, City Clerk, read the Final Public Hearing for Ordinance No. 2025-01 into the record by title.

Melissa Dunklin, Community Development Director reviewed the proposed Ordinance.

Mayor Robertson announced the Final Public Hearing for Ordinance No. 2025-01 for public comment, with no response from the audience.

Deputy Mayor Fletcher made a motion to adopt Ordinance No. 2025-01. Council Member Gilbert seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

4. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2025-02**, an ordinance of the City Council of the City of St. Cloud of Osceola County, Florida, amending City Code Chapter 44, "Utilities", by amending Section 44-31 "Adoption of Tohopekaliga Water Authority Policies"; and adding Section 44-32 "New Individual Residential and General Services"; providing for severability, conflict, administrative correction, codification and effective date. (Above is full title) **ACTION ON ORDINANCE NO. 2025-02**

Ivy Llauro, City Clerk, read the Final Public Hearing for Ordinance No. 2025-02 into the record by title.

Melissa Dunklin, Community Development Director reviewed the proposed Ordinance.

Mayor Robertson announced the Final Public Hearing for Ordinance No. 2025-02 for public comment, with no response from the audience.

Deputy Mayor Fletcher made a motion to adopt Ordinance No. 2025-02. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

5. **PUBLIC HEARING FOR RESOLUTION NO. 2025-001R**, a resolution of the City Council of the City of St. Cloud, Florida, granting a Conditional Use to operate a "Private School" in the "R-1B" Single Family Dwelling Zoning District on approximately 2.46 acres of land known as "Christ Centered Academics," generally located north of E Irlo

Bronson Memorial Highway, east of Old Hickory Tree Road, west of Dean Street, and South of 10th Street as described in the body of this resolution. (Above is full title)
ACTION ON RESOLUTION NO. 2025-001R

Ivy Llauro, City Clerk, read the Public Hearing for Resolution No. 2025-001R into the record by title.

Melissa Dunklin, Community Development Director reviewed the proposed Resolution.

Council Member Gilbert recused himself from this Resolution.

Mayor Robertson announced the Public Hearing for Resolution No. 2025-001R for public comment, with no response from the audience.

Anette Moore, 6375 Carol Circle, the applicant stated this was a very small school, only 13 students who were exceptional students who do not do well in regular schools. She stated the Food Pantry situation had been resolved which would eliminate the car issues on the main road.

Deputy Mayor Fletcher stated in one of the conditions it stated “in perpetuity” meaning forever, he wanted to know if they had an issue could they come back in the future on the property and ask for a new conditional use.

City Attorney, Dan Mantzaris stated it did mean forever as it became the zoning for the property until the zoning was changed.

Deputy Mayor Fletcher made a motion to approve with the conditions set by staff.

Motion failed due to lack of a second motion.

Draven Moore, 3855 San Isidro Circle expressed his concerns with the school that bothered him and the reason he felt this school should not be approved. He said the teacher was very unfair and mean, her grandson was spanked in front of everyone in class, which was very upsetting, students touched other kids inappropriately and Mrs. Moore did nothing but make the student sit alone which did not solve the problem and made the rest of the students feel unsafe, the classroom windows were nailed shut, there was only one bathroom for 20 children to share, the staff did not wash their hands or wear gloves when handling food and made him worry about getting sick. He hoped the Council would take these things seriously because kids deserve a safe fair place to learn and he did not think school was safe or fair, it was not a good idea to let them open a location here in St. Cloud.

Luke Anthony, 1215 Old Hickory Tree Road, Pastor wanted to thank the Council for giving them the time to work this out, he apologized for the traffic issues, on January 15th they went from a drive thru food pantry to a walk in food pantry. He said they want to touch every heart in our community.

James Moore, 3855 San Isidro Circle stated his son who just spoke was a student at this school and they removed him due to the situations that they encountered. Twice this school had been shut down by the City for not following proper code, they opened another center advertised as a tutoring center which was actually used as a schooling system. He appreciated what Mrs. Moore was trying to do but there was a history of her not following the rules and doing what she wanted to do. While his son was at her school the windows were indeed nailed shut so if there was ever a fire the children would perish.

Mayor Robertson stated he had seen the stacking issue in the past although it was applicable to the school, but it did indicate that there was an issue with cars being able to park on this property. He would like to make a motion to move this item to the next Council meeting so he could gather more information and take a look at this property. He also asked the City Manager to see if there were any fire issues with the windows being nailed shut and with the fire suppression system.

City Manager, Veronica Miller, stated that at the location that was talked about tonight they were not allowed to operate at, and she would have this property inspected.

Council Member Urban stated he had heard the same concerns that were spoken about tonight and would agree to continue this to the next meeting. He would hope that if this was a Charter School they would have all their certifications to operate in a safe manner.

Council Member Paul agreed to the continuance of this, and she thanked them for being a resource to the community to those that are in need.

Deputy Mayor Fletcher stated that he was unaware of the items that were spoken about tonight.

Mayor Robertson made a motion to continue Resolution No. 2025-001R to the March 13, 2025, Council meeting. Council Member Urban seconded the motion

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0-1) Council Member Gilbert abstained.

6. **PUBLIC HEARING FOR RESOLUTION NO. 2025-013R**, a resolution of the City of St. Cloud, Florida, granting a Conditional Use to operate a "Storage Facility" in the Steven's Plantation Corporate Campus "PUD" Zoning District on approximately 2.2 acres of land known as "Cloud Storage," generally located north of Nolte Road, east of Pine Chase Circle, and west of Progress Lane as described in the body of this resolution. (Above is full title) **ACTION ON RESOLUTION NO. 2025-013R**

Ivy Llauro, City Clerk, read the Public Hearing for Resolution No. 2025-013R into the record by title.

Melissa Dunklin, Community Development Director reviewed the proposed Resolution.

Mayor Robertson announced the Public Hearing for Resolution No. 2025-013R for public comment.

Dwayne Norman, 3551 Buckingham Court said that this was not how the corporate campus was sold to him. Storage was not what that area was meant to be, he did not agree with storage units going in at this location and requested Council to deny this Resolution.

Deputy Mayor Fletcher stated he thought this was for cloud storage which would be great, but he was not sure about putting in storage units even with the 6-foot wall.

Council Member Urban stated the original plan for the corporate campus was to have higher wage jobs. He said he would recommend denial because it was not consistent with the general pattern in the Land Development within the zoning district.

Council Member Urban made a motion to deny Resolution No. 2025-013R. Deputy Mayor Fletcher seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

X. Council Action

1. Resolution No. 2024-203R, a resolution of the City Council of the City of St. Cloud, Florida, entering an agreement with Osceola County and Whaley Farms, LLC for the design, engineering fees, actual construction cost, and conveyance of right-of-way of framework roads within and adjacent to the Bella Tara property boundary for mobility fee credits; authorizing the mayor to execute the agreement and providing an effective date.

Ivy Llauro, City Clerk, read Resolution No. 2024-203R into the record by title.

Melissa Dunklin, Community Development Director reviewed the proposed Resolution.

Mayor Robertson announced Resolution No. 2024-203R for public comment.

Tom Sullivan, the applicant, stated he was available for any questions.

Mayor Robertson stated he had some reservations about this, and he did not like the deal, but the developers did come back to the table with \$4.5 million dollars would be paid and they would only take up to \$20 million dollars in Mobility Fees.

Deputy Mayor Fletcher stated that he also had long conversations with the developers and learned how Mobility Fees were calculated, he asked Melissa Dunklin to explain more about the Mobility Fees.

Melissa Dunklin explained the agreement stating that it was based on the Florida Department of Transportation dollars because it did cost the government more money to build roads than it did the developers and it was capped at the \$20 million, they would only pay what the actual amount was.

Deputy Mayor Fletcher made a motion to approve Resolution No. 2024-203R. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

2. Discussion and possible action regarding the Common Parking request for One Pickleball, LLC located at 1790 E. Irlo Bronson Memorial Highway, St. Cloud, Florida 34771.

Ivy Llauro, City Clerk, read Council Action No. 2 into the record by title.

Melissa Dunklin, Community Development Director reviewed Council Action No. 2.

Mayor Robertson announced Council Action No. 2 for public comment.

The applicant stated that there were plenty of parking spaces, but he wanted to make sure he was doing everything correctly.

City Manager, Veronica Miller, stated that approving this agreement they were assuring that there was parking dedicated for the front, without this staff would not be able to approve another retail use going in that front building.

Council Member Gilbert asked the applicant to put in the leases for future renters that those parking spots were on a first come first served basis.

Deputy Mayor Fletcher made a motion to approve Council Action No. 2. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

3. Discussion and possible action regarding Pending Legislation

Ivy Llauro, City Clerk, read Council Action No. 3 into the record by title.

City Attorney, Dan Mantzaris stated the Legislative session started on March 4, 2025, and would be a 60-day session. He recommended the City Council consider the 3 pending bills: 1- Affordable Housing, 2- Property Tax Exemptions and 3- Sovereign Immunity. He recommended sending a letter in opposition for these matters.

Council Member Urban stated that items 2 and 3 should be letters of opposition. He said that the affordable housing bill would be a great tool to have for allowing families to stay together.

City Attorney, Dan Mantzaris reviewed the pending bills in support of to include 1- House Bill 401- Support Home Ownership in Florida Act, 2- House Bill 363- Community Redevelopment

Plans and 3-Senate Bill 226- Smoking in Public Places. He recommended these for support. He also stated that there was a pending local bill related to the Waterland Development to create a Legislative Created Special District that they would be monitoring this as this could potentially come to St. Cloud.

Council Member Urban made a motion to send letters in support and opposition. Deputy Mayor Fletcher seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

4. Discussion and possible action regarding appointments to boards and committees with vacancies for the Economic Development Advisory Committee, Finance Committee, Historic Preservation Board, Planning Commission, Recreation Advisory Committee, Teen Recreation Advisory Committee, Tree Advisory Committee and Zoning Board of Adjustments.

The following appointments were made by the City Council:

Economic Development

Seat 1 - Paula Stark

Seat 2 - Susan Abshire

Seat 3 - Bobbie Bryant Lantry

Seat 5 - Jackie Fricchione

Seat 7 - Tugce Figeac

Deputy Mayor Fletcher made a motion to approve the Economic Development candidates. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

Finance Committee

Seat 1 - James Moore

Seat 2 – David Rinehart

Deputy Mayor Fletcher made a motion to approve the Finance Committee candidates. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

Historic Preservation

Seat 2 – Patrice Campbell

Seat 3 – Melvin Welch

Seat 4 – Dawn Snell

Alt 2 – Michelle Miski

Deputy Mayor Fletcher made a motion to approve the Historic Preservation candidates. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

Planning Commission

Seat 4 – Megan Marshall

Seat 5 – Ruby Bridgeforth

Alt 2 – Dawn Grigsby

Deputy Mayor Fletcher made a motion to approve the Planning Commission candidates. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried.
(Vote 5-0)

Deputy City Manager, Scott Davidoff stated that there were 3 current committees under the Parks and Recreation Department- Tree Advisory, Recreation and Teen Advisory Committees. He said that staff had recommended that they combine all 3 committees because the youth-member positions had never been filled.

Council consensus was to combine the 3 committees.

Recreation Advisory Committee

Seat 1- James Morency

Seat 2 – Duane Norman

Seat 3 – Tom Richmeyer

Alt 1 – Larisa Roderick

Alt 2 – Alan Sherbourne

Seat 8 – Carter Rivera

Seat 9 – Isabella Schmitt

Deputy Mayor Fletcher made a motion to approve the Recreation Advisory Committee candidates. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried.
(Vote 5-0)

Zoning Board of Adjustment

Seat 4 – Ronald Hood

Seat 5 – George Mathis

Alt 1 – Ruby Bridgeforth

Alt 2 – David Mendez

Council Member Urban made a motion to approve the Zoning Board of Adjustment candidates. Deputy Mayor Fletcher seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried.
(Vote 5-0)

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

1. First Reading and Introduction of Ordinance No. 2025-03, 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 +/- 1.01 acres identified as Friars Cove Lane from “A” Agricultural Zoning Designation to “R-1B” Single-Family Dwelling Zoning Designation with an Low Density Residential Future Land Use Designation, located northeast of Friars Cove Lane and west of Clint 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) (Final Public Hearing will be heard on March 13, 2025) Action on Ordinance No. 2025-03 (This is a Quasi-Judicial proceeding)

Ivy Llauro, City Clerk, read the First Reading and Introduction for Ordinance No. 2025-03 into the record by title.

Council Member Paul made a motion to approve Ordinance No. 2025-03. Council Member Gilbert seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 3-0) Council Member Urban and Council Member Fletcher were not present.

2. First Reading and Introduction of Ordinance No. 2025-09, 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 +/-1.13 acres identified as Tavarez Santiago from “RS-2” Single-Family Residential to “R-1” Single-Family Dwelling zoning designation with a Low Density Residential Future Land use designation, generally located east of Orange Avenue, north of East 10th Street, south of East 5th Street, and west of Rosedale 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) (Final Public Hearing will be heard on March 13th, 2025) Action on Ordinance No. 2025-09 (This is a Quasi-Judicial proceeding)

Ivy Llauro, City Clerk, read the First Reading and Introduction for Ordinance No. 2025-09 into the record by title.

Council Member Gilbert made a motion to approve Ordinance No. 2025-09. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0) Deputy Mayor Fletcher was not present.

3. First Reading and Introduction for Ordinance No. 2025-10, an ordinance of the City Council of the City of St. Cloud, Florida, amending Chapter 3, “Performance and Siting Standards” of the Land Development Code, by amending Article 13, titled “Special Purpose and Overlay Districts” by adding Section 3.13.4 “Marina and Docking Facilities”, to establish standards for commercial marina and docking facilities, providing for severability, scrivener’s errors, conflict, administrative correction, codification, publication, and an effective date.(Above is full title) (Final Public Hearing will be heard on March 13, 2025) Action on Ordinance No. 2025-10

Ivy Llauro, City Clerk, read the First Reading and Introduction for Ordinance No. 2025-10 into the record by title.

Council Member Paul made a motion to approve Ordinance No. 2025-10. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0) Deputy Mayor Fletcher was not present.

4. First Reading and Introduction for Ordinance No. 2025-11, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a future land use designation “Low Density Residential” to approximately +/- 1.13 acres identified as Tavaréz Santiago, located east of Orange Avenue, north of East 10th Street, south of East 5th Street, and west of Rosedale Avenue; providing for amending the official Future Land Use Map of the Comprehensive Plan, filing of the Planning Commission recommendation and proof of publication, applicability and effect, severability, copies on file and effective date. (Above is full title) (Final Public Hearing will be heard on March 13th, 2025) Action on Ordinance No. 2025-11

Ivy Llauro, City Clerk, read the First Reading and Introduction for Ordinance No. 2025-11 into the record by title.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2025-11. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0) Council Member Gilbert was not present.

5. First Reading and Introduction for Ordinance No. 2025-12, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 4.63 acres identified as Nona Townhomes, located east of Narcoossee Road, north of E Irlo Bronson Memorial Highway, south of Lillian Lee Road, west of Puffin Road; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes. (Above is full title) (Final Public Hearing will be heard on March 13, 2025) Action on Ordinance No. 2025-12

Ivy Llauro, City Clerk, read the First Reading and Introduction for Ordinance No. 2025-12 into the record by title.

Council Member Urban made a motion to approve Ordinance No. 2025-12. Deputy Mayor Fletcher seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0) Council Member Gilbert was not present.

6. First Reading and Introduction for Ordinance No. 2025-13, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation “Medium Density Residential” to approximately +/- 17.64 acres identified as Nona Townhomes located east of Narcoossee Road, north of E Irlo Bronson Memorial Highway, south of Lillian Lee Road, west of Puffin Road; providing for amending the official Future Land Use Map of the Comprehensive Plan, filing of the Planning Commission recommendation and proof of publication, applicability and effect, severability, copies on file and effective date. (Above is full title) (Final Public Hearing will be heard on March 13, 2025) Action on Ordinance No. 2025-13

Ivy Llauro, City Clerk, read the First Reading and Introduction for Ordinance No. 2025-13 into the record by title.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2025-13. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

XII. City Attorney

City Attorney, Dan Mantzaris stated he had nothing at this time.

XIII. City Manager

City Manager, Veronica Miller said that the City of St. Cloud was ranked #37 for being the safest small town in the United States, Wallet Hub the city ranked #44 for the best small cities to start a business, procurement received an award of excellence for the 4th year in a row. She said they went live with Projectdocs which was a new software for the building department. At the end of the month, they would be installing the School Zone cameras. She asked for Council consensus to request \$1 million through lobbying efforts to secure 5 trailers that contain 72 barricades each for events.

Council consensus was to support the request.

XIV. Mayor and Council Members

Council Member Paul said in honor of Black History there would be events that would be taking place next week. Granny's Southern Smokehouse was hosting a Black History celebration in downtown. The city will be hosting Community Day at Hopkin's Park.

Council Member Urban stated he had nothing at this time.

Council Member Fletcher requested a workshop to discuss the Historic Preservation Process, and he requested to have a rate reduction waiver for the Proud in the Cloud event due to the Lakefront not being available for their event and the Ranch being a much higher rate.

Council consensus was to allow the rate reduction due to the unique circumstance of the location challenges.

Council consensus was to allow the City Manager to permit waivers in unique circumstances.

Council Member Gilbert requested to have a workshop regarding inspections of rental properties. He also wanted to know if they could move forward with the Wayfinding signs in the downtown area.

City Manager, Veronica Miller, stated she would get the schedule for the signs.

City Attorney, Dan Mantzaris stated that this would require an ordinance.

Council consensus was to have add this to a future workshop.

Mayor Robertson stated he had a request from a citizen to have a ballfield named after him in his honor, he requested to have staff look into the process.

City Manager, Veronica Miller stated she would look into this.

XV. Information Section and Report Section

- Friday, February 28, 2025 - Strategic Planning Workshop 9:00 am @ Fire Department Training Center.
- Thursday, March 13, 2025 - City Council Meeting- 6:30 p.m. @ City Hall, Council Chambers.

Reports:

- Warrant List #4

XVI. Adjournment: 9:55 p.m.

Mayor Christian B. Robertson

ATTEST:

City Clerk, Ivy Llauro

Minute Approved: _____

ST. CLOUD CITY COUNCIL REGULAR MEETING
Thursday, March 13, 2025
City Hall - Council Chambers
1300 9th Street
6:30 p.m.
Minutes

- I.** Mayor Robetson called the meeting to order at 6:30 p.m.
- II.** Invocation given by Father Derek Saldanha from St. Thomas Aquinas Church
- III.** Pledge of Allegiance
- IV.** Roll Call

- | | |
|-----------------------------------|---|
| ◆ Mayor Chris Robertson | Deputy City Manager, Scott Davidoff |
| ◆ Deputy Mayor Shawn Fletcher | City Attorney, Dan Mantzaris |
| ◆ Council Member Jennifer A. Paul | City Clerk, Ivy Llauro |
| ◆ Council Member Kolby Urban | Strategic Initiatives Admin. Abismael Abreu |
| ◆ Council Member Ken Gilbert | Members of the Press |

All members were present.

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

Deputy City Manager, Scott Davidoff requested to have item No. 7 to be before item No. 4. He stated that anyone who was here for the Christ Center Academics was continued to tonight's meeting, it was not on the agenda because they had withdrawn their application.

VI. Presentations

- Presentation for Employee of the Month to Wanda I. Espinal

Donald Rose presented Wanda Espinal with the Employee of the Month Award.

- Proclamation in recognition of March for Meals

Mayor Robertson made a motion to approve the March for Meals proclamation. Deputy Mayor Fletcher seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

Mayor Robertson presented Anna Arroyo with a proclamation in recognition of March for Meals.

- Proclamation in recognition of Water Conservation Month

Council Member Urban made a motion to approve the Water Conservation Month proclamation. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

Council Member Urban presented Rodney Tilley with a proclamation in recognition of Water

Conservation Month.

- Presentation by the Fraternal Order of Police to Police Chief Goerke

Sam Guttman presented Police Chief Goerke with the 2024 Leadership Award from the Fraternal Order of Police.

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.

- A. Resolution No. 2025-002R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the City Manager to sign all bill of sales related to the transfer of ownership of underground utility assets to Tohopekaliga Water Authority (TWA) for all city capital improvement projects built after the adoption of Resolution No.2022-034R and authorizing the City Manager to perform all acts necessary and appropriate to complete the legal transfer of ownership of applicable utility assets.

COST: No cost associated with this item.

This item authorizes the City Manager to sign all bill of sales related to the transfer of ownership of all utility infrastructure under our new and future Capital Improvement Projects, for maintenance and warranties, to TWA.

- B. Resolution No. 2025-016R, a resolution of the City Council of the City of St. Cloud, Florida, amending the FY 2024 Annual Action Plan (AAP) for the Community Development Block Grant Program; providing for conflict; and providing for an effective date.

COST: There is no cost associated with this item

This item is to approve the 2024 AAP amendment as required by HUD, which reallocates \$261,568.00 FY 2024 funding from public infrastructure to housing rehabilitation activities.

- C. Resolution No. 2025-017R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the Mayor to execute an addendum to the subrecipient agreement between the City of St. Cloud, Florida, as an Entitlement City, and Habitat for Humanity Greater Orlando and Osceola County for housing rehabilitation services, utilizing Community Development Block Grant funds, and any amendments therefore, and providing for an effective date.

COST: up to \$112,523.00; Community Development Block Funds

This item is to authorize the Mayor to execute the contract addendum to increase funding by \$112,523.00 for an additional 5 roofs for low to moderate income homeowners.

- D. Resolution No. 2025-018R, a resolution of the City Council of the City of St. Cloud, Florida, amending the Special Event Fee Schedule for events held on City-regulated property in the City of St. Cloud.

COST: No cost associated with this item.

This item is to amend fees associated with special events to adequately cover the growing costs associated with the resources required for successful event execution.

- E. Resolution No. 2025-033R, 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.

- F. Resolution No. 2025-039R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the purchase of one (1) 2025 Caterpillar 308 Hydraulic Excavator, with options and extended premier warranty, available through Florida Sheriff's Association Contract No. FSA23-EQU21.0, whose subject matter is, Equipment, and the award thereof to Ring Power Corporation, and providing an effective date. **COST:** up to \$154,948.00

This item is to purchase one (1) 2025 Caterpillar 308 Hydraulic Excavator, with options and extended premier warranty, to replace a 2007 Case Super 580+ Backhoe for the Public Works Department - Streets Division.

- G. Resolution No. 2025-040R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the purchase of one (1) 2025 Caterpillar M320 Hydraulic Excavator, with options and extended premier warranty, available through Florida Sheriff's Association Contract No. FSA23-EQU21.0, whose subject matter is, Equipment, and the award thereof to Ring Power Corporation, and providing an effective date.

COST: up to \$340,250.00

This item is to purchase one (1) 2025 Caterpillar M320 Hydraulic Excavator, with options and extended premier warranty, to replace a 2007 John Deere 180CW excavator for the Public Works Department - Stormwater Division.

- H. Resolution No. 2025-042R, a resolution of the City Council of the City of St. Cloud, Florida, approving an amendment to the agreement dated November 28, 2023, between the City of St. Cloud and Adventist Health System/Sunbelt, Inc. dba AdventHealth Centra Care for Occupational Medical Services, and providing an effective date.

COST: Undetermined at this time as services are provided on an "as-needed" basis. This contract will be utilized by the Fire Department for Occupational Medical Services on an as-needed basis from various approved and budgeted expenditure accounts.

This item is to approve an amendment to the agreement with Adventist Health System/Sunbelt, Inc. dba AdventHealth Centra Care for Occupational Medical Services.

- I. Request Council's approval for the reduction of a Code Enforcement lien filed in the amount of \$66,740.80 in accrued fines to \$6,674.08, to be paid within 30 days of the Council meeting.

COST: City administrative cost of \$240.80 is included with recommended reduction

This item is to approve a requested lien reduction for property at 0 Hamlin Avenue that is consistent with City Manager and Special Magistrate recommendation of \$6,674.08.

- J. Request Council's approval for the reduction of a Code Enforcement lien filed in the amount of \$118,651.80 in accrued fines to \$12,091.80, to be paid within 30 days of the Council meeting.

COST: City administrative cost of \$251.80 is included with recommended reduction.

This item is to approve a requested lien reduction for property at 0 Hamlin Avenue that is consistent with City Manager and Special Magistrate recommendation of \$12,091.80.

- K. Proclamation in recognition of Irish American Heritage Month

Mayor Robertson announced the Consent Agenda for public comment, with no response from the audience.

Council Member Gilbert made a motion to approve the Consent Agenda as presented. Deputy Mayor Fletcher seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

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

No one came forward at this time.

IX. Public Hearings

1. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2025-10**, an ordinance of the City Council of the City of St. Cloud, Florida, amending Chapter 3, "Performance and Siting Standards" of the Land Development Code, by amending Article 13, titled "Special Purpose and Overlay Districts" by adding Section 3.13.4 "Marina and Docking Facilities", to establish standards for commercial marina and docking facilities, providing for severability, scrivener's errors, conflict, administrative correction, codification, publication, and an effective date.(Above is full title). **ACTION ON ORDINANCE NO. 2025-10**

Abismael Abreu, Strategic Initiatives Administrator read the Final Public Hearing for Ordinance No. 2025-10 into the record by title.

Melissa Dunklin, Community Development Director reviewed the proposed Ordinance.

Mayor Robertson announced the Final Public Hearing for Ordinance No. 2025-10 for public comment, with no response from the audience.

Council Member Urban stated we had a workshop for protecting our Lakes natural resources and this would be the first in hopefully many steps that we take to protect them, he thanked staff for bringing this forward.

Council Member Urban made a motion to adopt Ordinance No. 2025-10. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

2. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2025-12**, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 4.63 acres identified as Nona Townhomes, located east of Narcoossee Road, north of E Irlo Bronson Memorial Highway, south of Lillian Lee Road, west of Puffin Road; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes. (Above is full title) **Action on Ordinance No. 2025-12**

Abismael Abreu, Strategic Initiatives Administrator read the Final Public Hearing for Ordinance No. 2025-12 into the record by title.

Melissa Dunklin, Community Development Director reviewed the proposed Ordinance.

Mayor Robertson announced the Final Public Hearing for Ordinance No. 2025-12 for public comment.

Cameron Hindle, 8 Broadway Avenue, the applicant stated he was available for any questions.

Deputy Mayor Fletcher made a motion to adopt Ordinance No. 2025-12. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

3. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2025-13**, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation "Medium Density Residential" to approximately +/- 17.64 acres identified as Nona Townhomes located east of Narcoossee Road, north of E Irlo Bronson Memorial Highway, south of Lillian Lee Road, west of Puffin Road; 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. 2025-13**

Abismael Abreu, Strategic Initiatives Administrator read the Final Public Hearing for Ordinance No. 2025-13 into the record by title.

Discussion for this item took place under Ordinance No. 2025-12.

Mayor Robertson announced the Final Public Hearing for Ordinance No. 2025-13 for public comment, with no response from the audience.

Deputy Mayor Fletcher made a motion to adopt Ordinance No. 2025-13. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

4. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2023-47**, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a future land use designation of "Industrial" to approximately 3.47 acres identified as Hickory Place Industrial Park Lot 1, located west of Hickory Tree Road and south of East Irlo Bronson Memorial Highway; 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. 2023-47**

Abismael Abreu, Strategic Initiatives Administrator read the Final Public Hearing for Ordinance No. 2023-47 into the record by title.

City Attorney, Dan Mantzaris reviewed the proposed Ordinance.

Discussion for this item took place under Resolution No. 2025-045R.

Council Member Urban made a motion to adopt Ordinance No. 2023-47. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote

4-1) Deputy Mayor Fletcher voted nay.

5. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2023-48**, an ordinance of the City Council of the City of St. Cloud, Florida, rezoning 3.47± acres identified as Hickory Place Industrial Park Lot 1, from "HB" Highway Business to "I-3" Industrial 3, compatible with an "Industrial" Future Land Use designation adopted by Ordinance No. 2023-47, and establishing an Industrial Planned Unit Development, generally located west of Hickory Tree Road and south of East Irlo Bronson Memorial Highway; 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. 2023-48**

Abismael Abreu, Strategic Initiatives Administrator read the Final Public Hearing for Ordinance No. 2023-48 into the record by title.

City Attorney, Dan Mantzaris reviewed the proposed Ordinance.

Discussion for this item took place under Resolution No. 2025-045R.

Council Member Urban made a motion to adopt Ordinance No. 2023-48. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-1) Deputy Mayor Fletcher voted nay.

6. **PUBLIC HEARING FOR RESOLUTION NO. 2025-015R**, a resolution of the City Council of the City of St. Cloud, Florida, amending Resolution Number 2024-120R which adopted the fiscal year 2024/2025 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. 2025-015R**

Abismael Abreu, Strategic Initiatives Administrator read the Public Hearing for Resolution No. 2025-015R into the record by title.

Jeff Cooper, Finance Director reviewed the proposed Resolution.

Mayor Robertson announced the Public Hearing for Resolution No. 2025-015R for public comment, with no response from the audience.

Council Member Gilbert wanted to know if the \$160,000.00 was agreed upon by the City Council. He wanted to know what this would be used for in a detailed form.

Jeff Cooper stated it was discussed at the workshop a couple of weeks ago.

Abismael Abreu stated during the Strategic Planning Workshop this was discussed and during the conversations they talked about what they could do now. The \$160,000.00 was being used for the partnership with our educational partners so they could start the program for our citizens and a series of events.

Deputy City Manager, Scott Davidoff stated during the Strategic Planning meeting it was \$360,000.00 that was in there and the Council had requested to remove the items that were not ready to go. The items in this request are ready to go right now.

Mayor Robertson stated he did not think they were ready for anything yet. He was not ready to spend a dollar of the citizens money, especially out of the Council contingency fund unless they know where it was going. He still did not know what the \$160,00.00 was going to be used for.

Council Member Gilbert stated he had not seen anything come across his desk regarding these projects. He felt there should be a game plan before they hand out money.

Jeff Cooper recommended they approve the budget amendment as is because if it was not approved he would not be able to take one thing off of it because of the way the Resolution was written.

Deputy City Manager, Scott Davidoff stated they could amend this Resolution.

Discussion followed to include the funding for Economic Development, what the balance was in the City Council contingency funds, whether the City was ready for these projects, amending this Resolution to remove the \$160,000.00, having a workshop to discuss these projects, what accounts were being used, further breakdown to all the projects.

Mayor Robertson said he would not give money to a consultant, there were members here that could find out what was available around here.

Deputy Mayor Fletcher made a motion to approve Resolution No. 2025-015R with the removal of the City Council Contingency Fund \$160,000.00 from this Resolution. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

7. **PUBLIC HEARING FOR RESOLUTION NO. 2025-045R**, a resolution of the City Council of the City of St. Cloud, Florida, approving the settlement agreement with Hickory Tree Industrial, LLC and Hickory Place Industrial Park Property Owners Association, Inc., to resolve the pending dispute under section 70.51 Florida Statutes related to the City Council's denial of a Future Land Use and Zoning change for property located south of U.S. Hwy. 192 and west of Hickory Tree Road; authorizing the Mayor to execute the settlement agreement and providing an effective date. (Above is full title) **ACTION ON RESOLUTION NO. 2025-045R**

Abismael Abreu, Strategic Initiatives Administrator read the Public Hearing for Resolution No. 2025-45R into the record by title.

City Attorney, Dan Mantzaris reviewed the proposed Resolution.

Mayor Robertson announced the Public Hearing for Resolution No. 2025-045R for public comment.

Brent Spain, 1809 Edgewater Drive, representing the applicant stated they were down to 2 issues, the amount of the code fine, they were agreeing to wave and release the City from the pending Code Enforcement Section 7051 claim that would be released and waved entirely. What they had proposed originally was to make sure the City's administrative costs were covered and that was how they came up with the amount of \$3000.00 and they were still negotiating the \$24,000.00. He

requested to have the fine reduced to \$12,500.00 to be consistent with previous case reductions. The second issue was Section 2H regarding the type of opaque screen, he requested that the screen be determined at the Site Development Plan Review based upon the actual use that would be proposed. They support the staff's recommendations with the exception of these 2 modifications.

Council Member Gilbert stated he did not believe in Code Enforcement reductions; he felt that people abuse it. He wanted to know how the City looked at reductions. He wanted to know if this property met all 3 criteria.

City Attorney, Dan Mantzaris stated statutorily what Chapter 162 did was let the local government assess fines on 3 factors, 1- the nature of the violation and how it impacted the community, 2- the cooperation of the respondent, 3- whether the respondent had any other violations. He said that they looked at how easy they could come in compliance, and he felt this property could have easily come into compliance.

Jeff Schepler, 2209 Spring Lake Circle stated that Council needed to be very clear on what the screening was. He felt a wall would be the best solution. He requested staff to carefully review and see what the long-term effect would have on the surrounding area. He felt that the entire fine should be paid.

Ken Polczynski, 2027 Live Oak Boulevard stated he just found out about this meeting and the settlement 2 days ago. He felt that this industry should not be allowed in this area. He stated he heard a rumor that the rock crushing would be moving right next door to the Maschmeyer facility.

Jennifer Torres, 2057 Live Oak Boulevard stated this facility really affects her family. She asked for Council to consider what it was like to be home and understand what all the residents have been going through.

Brenda Schepler, 2209 Spring Lake Circle stated if this was approved it would be so junky, she just wanted it to look nice and taken care of.

City Attorney, Dan Mantzaris stated he wanted to clarify that what they were approving was an agreement to stop the rock crushing facility. They have not provided what they would be putting on this site as of yet. The agreement would provide that at the time that they submit for what they were going to do there the City staff would have an opportunity during the Site Development plan to address all the issues.

Discussion followed to include Code Compliance reductions, if the machine was still operating, Business Tax receipt, Enforcement Agreement, the recommendation of the Special Magistrate, the uses of the property and the requirements for the wall, re-write the Resolution to add there would be a masonry wall required and to have the Site Development plan come back to Council, setting an effective date, removing Section H from the settlement agreement, the permit not being obtained, the email stating they would not be fined, Zoning be an Industrial Planned Unit Development, .

Mayor Robertson made a motion to approve Resolution No. 2025-054R with the changes to include that the Site Development Plan be required to come before Council, the language change requiring the masonry wall, and to reduce the Code Enforcement fines to 10%. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 3-2) Deputy Mayor Fletcher and Council Member Gilbert voted nay.

X. Council Action

1. Discussion and possible action to authorize eminent domain proceedings for the Rummel Road Trail Project.

Abismael Abreu, Strategic Initiatives Administrator read Council Action No. 1 into the record by title.

City Attorney, Dan Mantzaris reviewed the Rummel Road Trail Project. This was a request to have Council allow the City to pursue eminent domain on two properties to acquire the rights to use these properties for the intended purposes.

Abismael Abreu, Strategic Initiatives Administrator presented the Council with representation of what the trail would be and background information.

Mayor Robertson announced Council Action No. 1 for public comment, with no response from the audience.

Deputy Mayor Fletcher stated this would be his first eminent domain request and he did not take this lightly. He said he had spoken to several residents, and he knew citizens that rode their bike to work, and this trail would be safer for them.

Council Member Gilbert stated he knew people as well, the cool thing was that this trail would take you all the way to Kissimmee. He wanted to know if this would continue to Narcoossee Road.

David Bridle, Strategic Initiatives Project Manager advised it would connect to Narcoossee Road.

Mayor Robertson made a motion to approve Council Action No.1 to approve the emanate domain. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

2. Discussion and possible action regarding the Lakefront Franchise agreement for operation of Riverboat Cruises with Toho Riverboat Adventures, LLC.

Abismael Abreu, Strategic Initiatives Administrator read Council Action No. 2 into the record by title.

Deputy City Manager, Scott Davidoff, reviewed the agreement for Riverboat Cruises with Council. He stated the City was looking to terminate the agreement with them, he requested that Council make a motion to terminate the existing agreement

Mayor Robertson announced Council Action No. 2 for public comment.

Council Member Gilbert recused himself from this discussion.

Robert Crisp, 401 Grape Avenue stated they had several offers and came close to closing a deal, but they ultimately backed out at the last minute. He had made all the payments with this contract. There was a meeting tomorrow with another potential buyer that looked promising.

Deputy Mayor Fletcher thanked Mr. Crisp for handling this situation in a professional manner and

wanted to know if there had been any issues with the boat.

Douglas Goerke, Police Chief stated no, it had been quiet, and they did extra patrols to watch the boat.

Discussion followed to include the termination, the power and franchise fees, and transferring the LLC

Deputy Mayor Fletcher made a motion to approve the termination of the contract in 30 days if the sale did not take place. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0-1) Council Member Gilbert abstained.

3. Discussion and possible action regarding appointments to boards and committees with vacancies for the Finance Committee, Planning Commission, Recreation Advisory Committee, and Zoning Board of Adjustment.

Mayor Robertson read Council Action No. 3 into the record by title.

The following appointments were made by the City Council:

Finance Committee:

Seat 3 – Dawn Streeter

Council Member Urban made a motion to approve the Finance Committee candidate. Deputy Mayor Fletcher seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

Planning Commission:

Seat 4 – Dawn Grigsby

Seat 5 – Ruby Bridgeforth

Alt 2 – Megan Marshall

Mayor Robertson made a motion to approve the Planning Commission candidates. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

Firefighter and Police Pension Board:

Seat 2 – Garrett Stockdill

Deputy Mayor Fletcher made a motion to approve the Firefighter and Police Pension Board candidate. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

Recreation Advisory Committee:

Alt 1 – Christina Jones

Council Member Gilbert made a motion to approve the Recreation Advisory Committee candidate. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

Zoning Board of Adjustment:

Alt 1 – Jostbellia Marte

Council Member Gilbert made a motion to approve the Zoning Board of Adjustment candidate. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

Veteran's Council:

Council Member Gilbert made a motion to reduce the Veteran's Board members to 15. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

Appointments by Council for the Veteran's Advisory:

Deputy Mayor Fletcher- Rafael Dejesus and Joshua Stenkamp.

Council Member Gilbert- Brian Wetzel.

Council Member Urban- Carlton Davidson and David Kastner.

Council Member Paul- Casablanca Warren and Toni Campbell.

Mayor Robertson- Steven Montiero and Francheska Langston.

Deputy Mayor Fletcher made a motion to approve the appointments by Council. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

- 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. 2025-07, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation

“Medium Density Residential” to approximately +/- 1.15 acres identified as McKay Street located east of Brown Chapel Road, north of 10th Street, south of 5th Street, west of McKay Street; providing for amending the official Future Land Use Map of the Comprehensive Plan, filing of the Planning Commission recommendation and proof of publication, applicability and effect, severability, copies on file and effective date. (Above is full title) (Final Public Hearing will be heard on April 10, 2025) Action on Ordinance No. 2025-07

Abismael Abreu, Strategic Initiatives Administrator read the First Reading and Introduction for Ordinance No. 2025-07 into the record by title.

Council Member Urban made a motion to approve Ordinance No. 2025-07. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

2. First Reading and Introduction of Ordinance No. 2025-08, 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 +/- 1.15 acres identified as McKay Street from “NB” Neighborhood Business Zoning Designation to “R-3” Multi-Family Dwelling Zoning Designation with a Medium Density Residential Future Land Use Designation, located east of Brown Chapel Road, north of 10th Street, south of 5th Street, west of McKay Street; providing for entering the designation on the official Zoning Map, filing of the Planning Commission recommendation and proof of publication, severability, and effective date. (Above is full title) (Final Public Hearing will be heard on April 10, 2025) Action on Ordinance No. 2025-08 (This is a Quasi- Judicial proceeding.)

Abismael Abreu, Strategic Initiatives Administrator read the First Reading and Introduction for Ordinance No. 2025-08 into the record by title.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2025-08. Council Member Gilbert seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0) Council Member Urban was absent.

3. First Reading and Introduction for Ordinance No. 2025-14, an ordinance of the City Council of the city of St. Cloud, Florida, assigning a Future Land Use Designation “MDR” Medium Density Residential to approximately +/- 17.18 acres identified as Eastside Park PUD, located north of E 10th St., south of Lake Runnymede; providing for amending the official Future Land Use Map of the Comprehensive Plan, filing of the Planning Commission recommendation and proof of publication, applicability and effect, severability, copies on file and effective date. (Above is full title) (Final Public Hearing will be heard on April 10, 2025) Action on Ordinance No. 2025-14

Abismael Abreu, Strategic Initiatives Administrator read the First Reading and Introduction for Ordinance No. 2025-14 into the record by title.

Council Member Gilbert made a motion to approve Ordinance No. 2025-14. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote

4-0) Deputy Mayor Fletcher was absent.

4. First Reading and Introduction for Ordinance No. 2025-15, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Zoning District of “PUD” Planned Unit Development for approximately +/-17.18 acres identified as “Eastside Park PUD”, located north of E 10th Street, south of Lake Runnymede; providing for entering the designation on the official Zoning Map, providing for approval of the Preliminary Master Plan, filing of the Planning Commission recommendation and proof of publication, severability, and effective date. (Above is full title) (Final Public Hearing will be heard on April 10, 2025) Action on Ordinance No. 2025-15 (This is a Quasi-Judicial proceeding.)

Abismael Abreu, Strategic Initiatives Administrator read the First Reading and Introduction for Ordinance No. 2025-15 into the record by title.

Council Member Urban made a motion to approve Ordinance No. 2025-15. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0) Deputy Mayor Fletcher was absent.

5. First Reading and Introduction for Ordinance No. 2025-18, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 8.48 acres identified as Wild Willy Airboats, located east of Apache Road, south of Kissimmee Park Road, west of Lake Tohopekaliga; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes. (Above is full title) (Final Public Hearing will be heard on April 10th, 2025) Action on Ordinance No. 2025-18

Abismael Abreu, Strategic Initiatives Administrator read the First Reading and Introduction for Ordinance No. 2025-18 into the record by title.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2025-18. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0) Council Member Gilbert was absent.

6. First Reading and Introduction for Ordinance No. 2025-19, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation “Mixed-Use to approximately +/- 8.48 acres identified as Wild Willy Airboats located east of Apache Road, south of Kissimmee Park Road, west of Lake Tohopekaliga; providing for amending the official Future Land Use Map of the Comprehensive Plan, filing of the Planning commission recommendation and proof of publication, applicability and effect, severability, copies on file and effective date. (Above is full title) (Final Public Hearing will be heard on April 10, 2025) Action on Ordinance No. 2025- 19

Abismael Abreu, Strategic Initiatives Administrator read the First Reading and Introduction for Ordinance No. 2025-19 into the record by title.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2025-19. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0) Council Member Gilbert was absent.

7. First Reading and Introduction of Ordinance No. 2025-20, 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 +/- 8.48 acres identified as Wild Willy Airboats from "MIX" Mixed-Use (County) Zoning Designation to "MXD" Mixed-Use (City) Zoning Designation with a "Mixed-Use" Future Land Use Designation located east of Apache Road, south of Kissimmee Park Road, west of Lake Tohopekaliga; providing for entering the designation on the official Zoning Map, filing of the Planning Commission recommendation and proof of publication, severability, and effective date. (Above is full title) (Final Public Hearing will be heard on April 10, 2025) Action on Ordinance No. 2025-20 (This is a Quasi-Judicial proceeding.)

Abismael Abreu, Strategic Initiatives Administrator read the First Reading and Introduction for Ordinance No. 2025-20 into the record by title.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2025-20. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

8. First Reading and Introduction for Ordinance No. 2025-21, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 13.32 acres identified as Puffin Road Commercial, located east of Tay Wes Drive, north of Branched Oak Road, south of East Irlo Bronson Memorial Highway and west of Bur Oak Boulevard; in accordance with the voluntary annexation provisions of chapter 171.044, Florida Statutes. (Above is full title) (Final Public Hearing will be heard on April 10, 2024) Action on Ordinance No. 2025-21

Abismael Abreu, Strategic Initiatives Administrator read the First Reading and Introduction for Ordinance No. 2025-21 into the record by title.

John Adams, 8 Broadway Avenue stated there was not a user yet until the Zoning was changed.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2025-21. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

9. First Reading and Introduction for Ordinance No. 2025-22, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation of "Commercial" to approximately +/- 13.32 acres identified as Puffin Road Commercial, located East of Tay Wes Drive, north of Branched Oak Road, south of East Irlo Bronson Memorial Highway and west of Bur Oak Boulevard; providing for amending the official Future Land Use Map of the Comprehensive Plan, filing of the Planning Commission recommendation and proof of publication, applicability and effect, severability, copies on file and effective date (Above is full title) (Final Public Hearing will be held on April 10, 2025) Action on Ordinance No. 2025-22

Abismael Abreu, Strategic Initiatives Administrator read the First Reading and Introduction for Ordinance No. 2025-22 into the record by title.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2025-22. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

10. First Reading and Introduction for Ordinance No. 2025-23, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Zoning District of “HB” Highway Business zoning designation, compatible with a “Commercial” Future Land Use Designation adopted by Ordinance No. 2025-23, for approximately +/- 13.32 acres identified as “Puffin Road Commercial”, located east of Tay Wes Drive, north of Branched Oak Road, south of East Irlo Bronson Memorial Highway and west of Bur Oak Boulevard; providing for entering the designation on the official Zoning Map, filing of the Planning Commission recommendation and proof of publication, severability, and effective date. (Above is full title) (Final Public Hearing will be heard on April 10, 2025) Action on Ordinance No. 2025-23 (This is a Quasi-Judicial proceeding.)

Abismael Abreu, Strategic Initiatives Administrator read the First Reading and Introduction for Ordinance No. 2025-23 into the record by title.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2025-23. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

11. First Reading and Introduction for Ordinance No. 2025-24, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 2.5 acres identified as Anthemnet Ralph Miller Road, located east of South Narcoossee Road, north of Ralph Miller Road, south of Disston Drive, and west of Hackney Road; in accordance with the voluntary annexation provisions of chapter 171.044, Florida Statutes. (Above is full title) (Final Public Hearing will be heard on April 10, 2024) Action on Ordinance No. 2025-24

Abismael Abreu, Strategic Initiatives Administrator read the First Reading and Introduction for Ordinance No. 2025-24 into the record by title.

Mayor Robertson stated he had concerns about this. He said with Center Lake Ranch being there it had yet to be determined what the future of that area was going to be. He was afraid that by putting a 150-foot antenna tower there it would bring the property value down and it was not compatible for the area.

John Adams, 8 Broadway Avenue stated it would be per the City Code.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2025-24. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-1) Mayor Robertson voted nay.

12. First Reading and Introduction for Ordinance No. 2025-25, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation of “Public/Institutional” to approximately +/- 2.5 acres identified as Anthemnet Ralph Miller

Road, located east of South Narcoossee Road, north of Ralph Miller Road, south of Disston Drive, and west of Hackney Road; providing for amending the official Future Land Use Map of the Comprehensive Plan, filing of the Planning Commission recommendation and proof of publication, applicability and effect, severability, copies on file and effective date (Above is full title) (Final Public Hearing will be held on April 10, 2025) Action on Ordinance No. 2025-25

Abismael Abreu, Strategic Initiatives Administrator read the First Reading and Introduction for Ordinance No. 2025-25 into the record by title.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2025-20. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-1) Mayor Robertson voted nay.

13. First Reading and Introduction for Ordinance No. 2025-26, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Zoning District of "OR" Open Space zoning designation, compatible with a "Public/Institutional" Future Land Use Designation adopted by Ordinance No. 2025-26, for approximately +/- 2.5 acres identified as "Anthemnet Ralph Miller Road", located east of South Narcoossee Road, north of Ralph Miller Road, south of Disston Drive, and west of Hackney Road; providing for entering the designation on the official Zoning Map, filing of the Planning Commission recommendation and proof of publication, severability, and effective date.(Above is full title) (Final Public Hearing will be heard on April 10, 2025) Action on Ordinance No. 2025-26 (This is a Quasi-Judicial proceeding.)

Abismael Abreu, Strategic Initiatives Administrator read the First Reading and Introduction for Ordinance No. 2025-26 into the record by title.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2025-26. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-1) Mayor Robertson voted nay.

14. First Reading and Introduction for Ordinance No. 2025-27, an ordinance of the City Council of the City of St. Cloud, Florida, amending the City Code of Ordinances, Chapter 42", Traffic and Vehicles" Articles I. - "In General," adding Section 42-11 "Motorized Mobility Devices Prohibited" and Section 42-12 "Enforcement"; providing for conflict, severability, administrative correction, codification, publication and an effective date. (Final Public hearing will be heard on April 10, 2025) Action on Ordinance No. 2025-27.

Abismael Abreu, Strategic Initiatives Administrator read the First Reading and Introduction for Ordinance No. 2025-27 into the record by title.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2025-27. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

XII. City Attorney

City Attorney, Dan Mantzaris stated Legislation was in session and House Bill 991 was to eliminate Community Redevelopment in the state. He stated if this passed they would not be able to extend the Community Redevelopment which was to expire in 2031. He requested new authority to draft a letter for the Mayor to sign to object House Bill 991.

Council Member Gilbert requested Council to apply for the extension before the bill was passed.

Deputy Mayor Fletcher stated he would like to get the County Commissioners to help with this as it would help speed things up.

Council consensus was to send a letter of opposition for House Bill 991.

City Manager

Deputy City Manager, Scott Davidoff wanted to remind everyone that a lot of our facilities were going to be busy next week because of spring break. Parks and Recreation would be hosting an open house at the Ranch on Wednesday from 5:00pm to 7:00pm, on March 26 at the Marina Banquet Hall there would be a Parks and Recreation master plan open house from 5:30pm to 7:30pm, on May 7 there would be a Special Council Meeting for annexations, and on Saturday there would be Paint the Cloud Green event from 7:30pm to 11:00pm.

XIII. Mayor and Council Members

Council Member Paul said Happy Women's month to all the phenomenal women. She asked Council to consider safeguarding the Chamber of Commerce and St. Cloud Main Street. She felt both organizations were beneficial to our community.

Dirk Webb, St. Cloud Chamber of Commerce stated he received a letter stating the partnership agreement between them was being discontinued. The effect of this would mean the City of St. Cloud would no longer be a member of the Chamber of Commerce and the board seats that were allotted to the City of St. Cloud would go away.

Council Member Gilbert stated prior to current Council they had met with and wanted to work with Main Street and the Chamber. They thought they should combine these two boards because they duplicate work. He said they wanted to cut down funding but provide grant writing. He said they had not held up their end of the agreement and it should go back to what they had asked for.

Council Member Urban suggested having a workshop to discuss this further.

City Attorney, Dan Mantzaris stated that this was coming to Council for final action in April.

Mayor Robertson apologized to Mr. Webb and said that he was blindsided by these letters, they should not have been sent out before the Council voted on this.

Discussion followed to include grants, previous Council, the letters, past resolutions, point system, and a step down process.

Council consensus was to have a workshop to discuss the Chamber and Main Street funding in

addition to grant funding and not bring it forward at the April Meeting.

Council Member Urban stated he wanted a Workshop to continue this discussion. He stated that when you apply to a committee board you have to reach out to the Council Members. He attended the Economic Forecast for St. Cloud, and it was an exciting time to be in St. Cloud, all the forecasts were pointing to our City and all of the opportunities that we had.

Council Member Gilbert requested to have staff follow up with Corsair Group. He asked for Council consensus to request an assistant for the Council. He requested that each Council Member be allowed to take \$20,000.00 from the discretionary contingency fund to represent the City that had asked them to help support. He also requested Orlando Utilities Commission to provide a timeline for the powerplant clean up. He advised Council that iHeart Radio would like to come to St. Cloud for the 4th of July.

Deputy City Manager provided an update regarding Orlando Utilities Commission, and it was expected to start in May.

Council consensus was to have a follow-up with Corsair Group, an administrative assistant assigned to the Council and, the Council funding.

Deputy Mayor Fletcher stated he had nothing at this time.

Mayor Robertson said the March for Dimes was coming up at the Kissimmee Lakefront.

XIV. Information Section and Report Section

- Thursday, March 20, 2025, Intergovernmental Meeting - 10:00 a.m. @ Osceola Heritage Park
- Thursday, March 27, 2025, City Council Workshop - 3:00 p.m. @ City Hall
- Thursday, April 10, 2025, City Council Meeting - 6:30 p.m. @ City Hall

Reports:

- Warrant List #5

XV. Adjournment: 10:43 p.m.

Mayor Christian B. Robertson

ATTEST:

City Clerk, Ivy Llauro

Minute Approved: _____

ST. CLOUD CITY COUNCIL REGULAR MEETING

Thursday, April 10, 2025
City Hall - Council Chambers
1300 9th Street
Minutes

- I. Mayor Robertson called the meeting to order at 6:32 p.m.
- II. Invocation given by Pastor Randy Law from National Day of Prayer of Osceola County
- III. Pledge of Allegiance
- IV. Roll Call

◆ Mayor Chris Robertson	Veronica Miller, City Manager
◆ Deputy Mayor Shawn Fletcher	Daniel Mantzaris, City Attorney
◆ Council Member Jennifer A. Paul	Ivy Llauro, City Clerk
◆ Council Member Kolby Urban	Abismael Abreu, Strategic Initiative Admin
◆ Council Member Ken Gilbert	Members of the Press

All members were present.

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

City Manager Veronica Miller requested to pull Consent items C and D and Council Action item # 3 from the agenda. She also requested to have Council Action item # 4 be heard after Public Hearing # 8 and to continue Public Hearing #4, #5, #12, #13, and #14 to the May 8th Council meeting.

VI. Presentations

- Proclamation in recognition of National Day of Prayer.

Council Member Urban made a motion to approve the Proclamation for National Day of Prayer. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

Council Member Urban presented the proclamation in recognition of National Day of Prayer to Randy Law.

- Proclamation in recognition of National Telecommunicator Week.

Council Member Urban made a motion to approve the Proclamation for National Telecommunicator Week. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

Mayor Robertson presented the proclamation in recognition of National Telecommunicator Week to Nadine Zilke.

- Presentation of Sami's Big Adventure Book.

Presentation by Christina St. Louis from Parks and Recreation of the Sami's Big Adventure Book that was written by campers from Hopkins Park.

Mayor Robertson asked everyone if they would join him in singing Happy Birthday to Council Member Gilbert.

- Presentation by the Central Florida Expressway Authority.

Will Hawthorne, Director of Transportation Planning and Policy at Central Florida Expressway Authority, provided a presentation regarding key projects for Osceola County to include the 2025 Master Plan. He stated there would be new expressways and 50+ miles of new roads in Osceola County.

Council Member Urban asked if the 534 the northeast connector would be going down to Cryils Drive.

Will Hawthorne stated yes it had been designed, and it was in the 5 year work plan.

Council Member Gilbert stated he had been talking with Congressman Soto about possibly putting in a train line that would connect Narcoossee to 192. He thanked Mr. Hawthorne for coming here and talking about the upcoming changes.

Congressman Darren Soto provided a presentation regarding the St. Cloud a Veteran's Tourist Destination to include embracing the Veteran's, programming, farmers markets, upgrading Veterans Park and grant funding.

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

Council Member Urban requested to pull items E and L.

Deputy Mayor Fletcher requested to pull item J.

Council Member Gilbert requested to pull items A, B, E and G.

A. Resolution No. 2025-034R, a resolution of the City Council of the City of St. Cloud, Florida, approving a Tri-Party Agreement between Hickory Village Owner VI LLC, Osceola County, and the City of St. Cloud providing mobility fee credits for the conveyance of the framework right-of-way on Lake Gentry Road, a feasibility study and traffic signal warrant study for the intersection between Hickory Tree Road and Lake Gentry Road, and roadway improvements on Lake Gentry Road; authorizing the Mayor to execute the agreement; and providing an effective date.

COST: The City agrees to provide Hickory Village Owner VI LLC \$6,839,993.67 in

mobility fee credits for the conveyance of the framework right-of-way on Lake Gentry Road, a feasibility study and traffic signal warrant study for the intersection between Hickory Tree Road and Lake Gentry Road, and roadway improvements on Lake Gentry Road.

This item is to approve Resolution No. 2025-034R authorizing the Mayor to enter a Tri-Party Agreement between Hickory Village Owner VI LLC, Osceola County, and the City of St. Cloud to provide mobility fee credits for roadway improvements. The property, while currently outside the City limits and not contiguous, falls within the Joint Planning Area (JPA) with Osceola County. Therefore, the City is entering this agreement to ensure a seamless transition of credits and responsibilities in the event the property is annexed into the City. The improvements consist of the construction of a premium transit corridor on Lake Gentry Road from the intersection of Lake Gentry Road with Hickory Tree Road going south to connect with the proposed future Mildred Bass Road and, if warranted, the installation of a traffic signal at the intersection of Lake Gentry Road and Hickory Tree Road together with off-site drainage and stormwater pond improvements.

Council Member Gilbert stated he asked for a total of the mobility fee credits for the area so they could see what percentage of credit they were giving for this project.

City Manager, Veronica Miller, stated she did not have the information with her and she asked for Melissa Dunklin to respond but she was not available.

Mayor Robertson stated he was not a fan of giving away mobility fee credits until they look into it deeper. He would like to move this to the next Council meeting and have the next workshop to talk about and gather all the information they need to make a decision.

Mayor Robertson made a motion to continue Resolution No. 2025-034R to the 5/8/25 Council meeting. Motion died due to lack of a second.

Jo Thacker, 17 South Orlando Avenue stated this project was in the County right now and this agreement had already been approved by the County. Because of the inter-local agreement that was approved in November all of these road agreements have to be approved by the County and the City. They had calculated the additional amount that this developer was not required to build, those were the credits that they were seeking.

Sean Hindle, 8 Boadway Avenue, Engineer stated the County was in the process of doing a PD&E study on Hickory Tree Road, they had created premium transit corridors, boulevards and framework roads and this project was already approved. He said it was only 500 units and not a large project. The County came to them stating they want to get the premium transit corridor started and asked them to do a feasibility study on the roadway, identify the right-of-way, fund the right-of-way for the County and build the 4-lane divided designed as a 6-lane divided roadway, they would be building a $\frac{3}{4}$ mile premium transit corridor.

Council Member Urban stated private companies could build roads faster than the government could and we could partner with the private companies, and it would be done more efficiently.

Deputy Mayor Fletcher stated he agreed with Council Member Urban. He said they could get a transportation corridor built faster, more efficiently and cheaper to the taxpayers by partnering with them.

Discussion followed to include the preliminary plan, design fees, all the right-of- ways, drainage, widening roads, mobility fee credits, and the tri-party agreement.

City Manager, Veronica Miller stated the credits were \$6,839,993.67, which would approximately generate \$7,137,673.52 and the percentage was 4% that would be paid to the County.

Council Member Gilbert thanked Mr. Hindle for explaining this.

Council Member Urban made a motion to approve Resolution No. 2025-034R. Deputy Mayor Fletcher seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried.
(Vote 5-0)

- B. Resolution No. 2025-035R, a resolution of the City Council of the City of St. Cloud, Florida, entering an agreement with Osceola County and Hanover Tyson, LLC providing for the application of Osceola County mobility fee credits to reduce City of St. Cloud mobility fees for and related to the Trinity Place project authorizing the Mayor to execute this agreement and providing an effective date.

COST: The City agrees to provide mobility fee credits for the roadway improvements on Pine Grove Road and Lake Lizzie Drive (\$294,071.62).

This item is to approve of Resolution No. 2025-035R authorizing the Mayor to enter into an agreement with Osceola County and Hanover Tyson, LLC providing for the application of Osceola County mobility fee credits to reduce City of St. Cloud mobility fees for and related to the Trinity Place project.

Council Member Gilbert stated we were looking at a \$294,000.00 mobility fee credit and he found out that it would be over \$2 million in mobility fees and 10% of that would go to the improvements on Pine Grove Lake Road and Lake Lizzie Drive and this would make sense.

Council Member Urban made a motion to approve Resolution No. 2025-035R. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried.
(Vote 5-0)

- C. Resolution No. 2025-036R, a resolution of the City Council of the City of St. Cloud, Florida, entering an agreement with Osceola County and Pulte Home Company LLC, for the design, engineering fees, actual construction cost, and conveyance of right-of-way of Bluebird Groves Parkway, a framework road adjacent to the Amelia Groves property boundary for mobility fee credits; authorizing the Mayor to execute the agreement and providing an effective date.

COST: The City agrees to provide Pulte Home Company, LLC, \$1,721,195.63 in mobility fee credits for the design, permitting, and construction of Bluebird Groves Parkway, a framework road.

This item is to approve Resolution No. 2025-036R authorizing the Mayor to enter into a mobility fee credit agreement between Pulte Home Company, Osceola County, and the City of St. Cloud to provide mobility fee credits for the design permitting, and construction of Bluebird Groves Parkway.

This item was pulled.

- D. Resolution No. 2025-037R, a resolution of the City Council of the City of St. Cloud, Florida, entering an agreement with the School Board of Osceola County, Florida, Osceola County, and Center Lake Properties, LLLP, for property from the School Board to build an extension to Massachusetts Avenue and property to build Bluebird Groves Parkway for the City of St. Cloud, entering a mobility fee credit agreement with Pulte Home Company, LLC and Osceola County to design, permit, and construct Bluebird Groves Parkway and for the potential use of City of St. Cloud stormwater infrastructure; authorizing the Mayor to execute the agreement and providing an effective date.
COST: Entering into the Mobility Fee Credit Agreement for Bluebird Groves Parkway (Resolution No. 2025-036R) for \$1,721,195.63 in mobility fee credits.
This item is to approve Resolution No. 2025-037R authorizing the Mayor to enter into a Memorandum of Understanding between School Board of Osceola County, Florida, Osceola County, and Center Lake Properties, LLLP, to obtain property to build both the Massachusetts Avenue Extension and Bluebird Groves Parkway for entering into a Mobility Fee Credit Agreement for the design, permitting, and construction of Bluebird Groves Parkway.

This item was pulled.

- E. Resolution No. 2025-047R, a resolution of the City Council of the City of St. Cloud, Florida, approving the agreement for the purchase of approximately 0.65 acres of certain improved real property, located on 4321 Rummell Road for the purchase price of \$700,000.00 from Dudley & Jolene Carey Revocable Living Trust, Jolene O. Carey, Trustee and Charles D. Carey, Trustee Carey Jolene and Authorizing the Mayor and/or City Manager to perform all acts necessary and appropriate to close on the property as provided herein.
COST: \$700,000.00 plus buyer associated closing costs
This item is to approve the real estate purchase agreement for 4321 Rummell Road for \$700,000.00.

Council Member Urban stated \$700,000.00 was a lot of money to put out for parking. He would not be in favor of this purchase.

Council Member Paul stated she agreed with Council Member Urban. She would like to see the funds be used for a possible roundabout. Homeowners had been complaining about people speeding and the traffic.

Council Member Gilbert stated this was a heavy traveled area, it was constant cut through for Narcoossee Road. He had asked Kevin from Public Works if it would be possible to put in a roundabout and signage without the purchase of the property and it would be.

Kevin Felblinger, Public Works Director stated it depended on the speed, the faster the speed the bigger the roundabout needed to be.

Discussion followed to include the purchase of another property, the roundabout, and the cost of installing the roundabout.

Council Member Urban made a motion to deny Resolution No. 2025-047R. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried.
(Vote 5-0)

- F. Resolution No. 2025-049R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the purchase of one (1) 2025 Weiler G65 Motor Grader, with options and 12 months unlimited hours warranty, available through Florida Sheriff's Association Contract No. FSA23-EQU21.0, whose subject matter is, Equipment, and the award thereof to Ring Power Corporation, and providing an effective date.

COST: up to \$231,466.00

This item is to purchase one (1) Weiler G65 Motor Grader, with options and 12 months unlimited hours warranty, to replace a 2004 Volvo G86 grader for the Public Works Department.

- G. Resolution No. 2025-050R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the City Manager to enter into a task authorization to the contract and agreement for Alternative Paving Methods with American Persian Engineering & Construction, LLC, dba APEC, LLC dated February, 16, 2022, for Asphalt Overlay and Repairs - Lakefront bike/walking path, and any amendments thereto, and providing an effective date.

COST: up to \$612,640.60 (total of \$556,946.00 plus ten percent contingency of \$55,694.60)

This item is to approve a task authorization with American Persian Engineering & Construction, LLC, dba APEC, LLC for asphalt overlay and repairs of the Lakefront bike/walking path.

Council Member Gilbert stated he wanted to find a way to remove contingencies. He felt that they should not give them a cushion to raise their prices. He asked Council for ideas for future bids and to look at the contingencies.

City Attorney Dan Mantzaris stated this particular provision was from the direction of the previous Council. When a project moves forward, there could be a lot of unexpected cost issues that came up during the construction. If they removed the contingencies they could run into problems with delaying the project because it would have to come back to Council for approval.

Discussion followed to include the bidding process, the contingencies, and the percentages of the projects.

City Manager, Veronica Miller, recommended exploring this at a future workshop so she could show them examples.

Council Member Urban made a motion to approve Resolution No. 2025-050R. Deputy Mayor Fletcher seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried.
(Vote 5-0)

- H. Resolution No. 2025-051R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing and directing the City Manager to exercise a One-Year Extension of the agreement dated April 7, 2022, between the City of St. Cloud, and Langton Associates, Inc. for Grant Writing and Consulting Services, and providing an effective

date.

COST: Undetermined at this time as services are provided on an as-needed basis. This contract will be utilized citywide on an as-needed basis from various approved projects and budgeted expenditure accounts.

This item is to enter into a First Amendment to the agreement with Langton Associates, Inc. for grant writing and consulting services

- I. Resolution No. 2025-055R, a resolution of the City Council of the City of St. Cloud, Florida, authorizing the utilization of Sourcewell Contract No. 101223-AXN whose subject matter is Public Safety Video Surveillance, providing the award thereof to Axon Enterprises, Inc., and providing an effective date.

COST: Undetermined at this time as goods and services are provided on an “as-needed” basis. This contract will be utilized by the Police Department for public safety video surveillance equipment and services on an “as-needed” basis from various approved and budgeted projects and expenditure accounts throughout the fiscal year.

This item is to approve an agreement for public safety video surveillance equipment and services for the Police Department.

- J. Resolution No. 2025-048R, a resolution of the City Council of the City of St. Cloud, Florida, approving the agreement for the purchase of approximately 0.728 acres of certain improved real property, located on 4315 Rummell Road for the purchase price of \$535,000.00 from Rosemary McClafferty and Authorizing the Mayor and/or City Manager to perform all acts necessary and appropriate to close on the property as provided herein.

COST: \$535,000.00 plus buyer associated closing costs

This item is to approve the real estate purchase agreement for 4315 Rummell Road for \$535,000.00.

Deputy Mayor Fletcher stated he wanted to pull Resolution No. 2025-048R for a separate vote.

Council Member Urban made a motion to approve Resolution No.2025-048R. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-1) Deputy Mayor Fletcher voted nay.

- K. Resolution No. 2025-059R, a resolution of the City Council of the City of St. Cloud, Florida, approving a loan, known as (the “Local Government Area of Opportunity Loan”), for Madison Grove II, LLC, in the amount of \$460,000.00 to fund the development of an affordable elderly apartment project in the City of St. Cloud; repealing and replacing resolution 2024-068R and providing an effective date.

COST: NSR is requesting a loan in the amount of \$460,000.00 to qualify for the low-income housing tax credit, financed through the FHFC. As part of their application, FHFC requires local government funding in the amount of \$460,000.00. FHFC allows local government funding to be in the form of a grant or a loan.

This item is to approve a loan to NSR for the amount of \$460,000.00 to qualify for the low-income housing tax credit.

Mayor Robertson stated they spoke about the taxable amount that would be derived off by giving this loan that the project being built was an estimate of \$80,000.00.

City Manager, Veronica Miller stated originally it was \$80,000.00 because the building had not been completed when started. When they received firm numbers they came back and said it would be \$30,000.00.

L. Request Council's approval for the reduction of a Code Enforcement lien filed in the amount of \$120,592.90 in accrued fines to \$24,392.90, to be paid within 30 days of the Council meeting.

COST: City administrative cost of \$342.90 is included with recommended reduction

This item is to approve a requested lien reduction for property at 4201 Lavendar Way that is consistent with City Manager and Special Magistrate recommendation of \$24,392.90.

Council Member Urban stated he looked into this, and it was a property management company, and they should be responsible for their tenants complying with the code. He would not be in favor of reducing the fines.

Council Member Gilbert stated agreed with Council Member Urban.

City Attorney Dan Mantzaris stated that the Council could deny this request, or they could counter the offer.

Council Member Urban made a motion to deny the reduction of lien. Council Member Gilbert seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

M. Minutes: October 14, 2024 / Regular Meeting

Mayor Robertson announced the Consent Agenda for public comment, with no response from the audience.

Council Member Urban made a motion to approve the Consent Agenda minus items A, C, D, E, G, J and L. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

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

Steve Shower, 5901 Diamond Court asked if Council could put signs up for the safety of the Sand Hill Cranes as too many had been killed.

Mayor Robertson stated they would look into this.

IX. Public Hearings

1. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2025-03**, 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 +/- 1.01 acres identified as Friars Cove Lane from “A” Agricultural Zoning Designation to “R-1B” Single-Family Dwelling Zoning Designation with an Low Density Residential Future Land Use Designation, located northeast of Friars Cove Lane and west of Clint 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. 2025-03** (This is a Quasi-Judicial proceeding)

Ivy Llauro, City Clerk read the Final Public Hearing for Ordinance No. 2025-03 into the record by title.

Melissa Dunklin, Community Development Director reviewed the proposed Ordinance.

Mayor Robertson announced the Final Public Hearing for Ordinance No. 2025-03 for public comment.

Bruce Taylor, 131 East 13th Street representing the applicant stated he was available for questions.

Deputy Mayor Fletcher made a motion to adopt Ordinance No. 2025-03. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

2. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2025-09**, 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 +/-1.13 acres identified as Tavarez Santiago from “RS-2” Single-Family Residential to “R-1” Single-Family Dwelling zoning designation with a Low Density Residential Future Land use designation, generally located east of Orange Avenue, north of East 10th Street, south of East 5th Street, and west of Rosedale 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. 2025-09** (This is a Quasi-Judicial proceeding)

Mayor Robertson requested Ordinance No. 2025-09 and 2025-11 be read together.

Ivy Llauro, City Clerk read the Final Public Hearing for Ordinance No. 2025-09 into the record by title.

Melissa Dunklin, Community Development Director reviewed the proposed Ordinance.

Discussion for this took place under Ordinance No. 2025-11.

Council Member Urban made a motion to adopt Ordinance No. 2025-09. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

- 3. FINAL PUBLIC HEARING FOR ORDINANCE NO. 2025-11**, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation “Low Density Residential” to approximately +/- 1.13 acres identified as Tavarez Santiago, located east of Orange Avenue, north of East 10th Street, south of East 5th Street, and west of Rosedale Avenue; 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. 2025-11**

Ivy Llauro, City Clerk read the Final Public Hearing for Ordinance No. 2025-11 into the record by title.

Melissa Dunklin, Community Development Director reviewed the proposed Ordinance.

Mayor Robertson announced the Final Public Hearing for Ordinance No. 2025-11 for public comment.

Iris Tavaris, 605 Orange Avenue, the applicant stated she was available for any questions.

Council Member Urban asked what the plan was for this property.

Iris Tavaris stated they planned to split the lot and allow their daughter to build a single-family house next door to them.

City Manager, Veronica Miller stated it would be an accessory dwelling unit.

Deputy Mayor Fletcher made a motion to adopt Ordinance No.2025-11. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

- 4. FINAL PUBLIC HEARING FOR ORDINANCE NO. 2025-14**, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation “MDR” Medium Density Residential to approximately +/- 17.18 acres identified as Eastside Park PUD, located north of E 10th Street, south of Lake Runnymede; 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. 2025-14**

Ivy Llauro, City Clerk read the Final Public Hearing for Ordinance No. 2025-14 into the record by title.

Deputy Mayor Fletcher made a motion to continue Ordinance No. 2025-14 to the 5/8/25 Council meeting. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

5. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2025-15**, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Zoning District of “PUD” Planned Unit Development for approximately +/-17.18 acres identified as “Eastside Park PUD”, located north of E 10th Street, south of Lake Runnymede; providing for entering the designation on the official Zoning Map, providing for approval of the Preliminary Master Plan, filing of the Planning Commission recommendation and proof of publication, severability, and effective date. (Above is full title) **ACTION ON ORDINANCE NO. 2025-15** (This is a Quasi-Judicial proceeding)

Ivy Llauro, City Clerk read the Final Public Hearing for Ordinance No. 2025-15 into the record by title.

Council Member Gilbert made a motion to continue Ordinance No. 2025-15 to the 5/8/25 Council meeting. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

6. **FINAL PUBLIC HEARING FOR ORDINANCE NO. 2025-18**, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 8.48 acres identified as Wild Willy Airboats, located east of Apache Road, south of Kissimmee Park Road, west of Lake Tohopekaliga; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes. (Above is full title) **ACTION ON ORDINANCE NO. 2025-18**

Ivy Llauro, City Clerk read the Final Public Hearing for Ordinance No. 2025-18 into the record by title.

Melissa Dunklin, Community Development Director reviewed the proposed Ordinances.

Mayor Robertson announced the Final Public Hearing for Ordinance No. 2025-18 for public comment.

John Adams, 8 Broadway Avenue, the applicant stated he had one request pertaining to Master Concept Plan 24-00002 regarding the special condition about the time. He requested for it to be 9 to sunset.

Brandon Sizemore, 1701 Connecticut Avenue stated they would be neighborly and would follow the rules as outlined. He requested for Council to approve the Ordinances.

Alyssa Sizemore, 1701 Connecticut Avenue stated she was the first female captain at Wild Willy's, and she would love for them to have their own space on the lake.

Brian McMurtie, 4715 Kissimmee Park Road stated Wild Willy had been his home for the past 10 years. They were treated like a family there. They did comply with all the safety regulations.

Mayor Robertson stated he received an email from John Williams 4470 Henry J Avenue regarding this item.

Deputy Mayor Fletcher said thank you and that these were the most inspirational airboats. He said the GPS was a good idea and they were going to be very successful out there.

John Adams, 8 Broadway Avenue, the applicant requested the approval of the concept plan with the revised conditions.

Deputy Mayor Fletcher made a motion to adopt Ordinance No. 2025-18. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

- 7. FINAL PUBLIC HEARING FOR ORDINANCE NO. 2025-19**, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation “Mixed-Use to approximately +/- 8.48 acres identified as Wild Willy Airboats located east of Apache Road, south of Kissimmee Park Road, west of Lake Tohopekaliga; 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. 2025-19**

Ivy Llauro, City Clerk read the Final Public Hearing for Ordinance No. 2025-19 into the record by title.

Discussion for this item took place under Ordinance No. 2025-18.

Council Member Urban made a motion to adopt Ordinance No. 2025-19. Deputy Mayor Fletcher seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

- 8. FINAL PUBLIC HEARING FOR ORDINANCE NO. 2025-20**, 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 +/- 8.48 acres identified as Wild Willy Airboats from “MIX” Mixed-Use (County) Zoning Designation to “MXD” Mixed-Use (City) Zoning Designation with a "Mixed-Use" Future Land Use Designation located east of Apache Road, south of Kissimmee Park Road, west of Lake Tohopekaliga; 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. 2025-20** (This is a Quasi-Judicial proceeding)

Ivy Llauro, City Clerk read the Final Public Hearing for Ordinance No. 2025-20 into the record by title.

Discussion for this item took place under Ordinance No. 2025-18.

Council Member Urban made a motion to adopt Ordinance No. 2025-20. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

9. FINAL PUBLIC HEARING FOR ORDINANCE NO. 2025-21, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 13.32 acres identified as Puffin Road Commercial, located east of Tay Wes Drive, north of Branched Oak Road, south of East Irlo Bronson Memorial Highway and west of Bur Oak Boulevard; in accordance with the voluntary annexation provisions of chapter 171.044, Florida Statutes. (Above is full title) **ACTION ON ORDINANCE NO. 2025-21**

Ivy Llauro, City Clerk read the Final Public Hearing for Ordinance No. 2025-21 into the record by title.

Melissa Dunklin, Community Development Director reviewed the proposed Ordinances.

Mayor Robertson announced the Final Public Hearing for Ordinance No. 2025-21 for public comment.

John Adams, 8 Broadway Avenue, the applicant stated they agreed with staff's recommendations and was available for questions.

Council Member Gilbert requested Council to add a condition to not allow mini storage at this location.

John Adams stated he could not agree to that tonight, they were trying to market the property to be more profitable and it would be a lighted intersection in the future. On the preliminary concept plan there were no storage facilities.

Mayor Robertson agreed with Council Member Gilbert that there were too many storage facilities in the area.

Deputy Mayor Fletcher stated they should continue this item because if it got denied they would have to start all over again.

Council Member Urban stated he agreed. He was concerned with holding this matter up when commercial was needed in that area.

Mayor Robertson made a motion to continue Ordinance No. 2025-21 to the 5/8/25 Council meeting. Council Member Gilbert seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

10. FINAL PUBLIC HEARING FOR ORDINANCE NO. 2025-22, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation of "Commercial" to approximately +/- 13.32 acres identified as Puffin Road Commercial, located East of Tay Wes Drive, north of Branched Oak Road, south of East Irlo Bronson Memorial Highway and west of Bur Oak Boulevard; 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. 2025-22**

Ivy Llauro, City Clerk read the Final Public Hearing for Ordinance No. 2025-22 into the record by title.

Discussion for this item took place under Ordinance No. 2025-21.

Mayor Robertson made a motion to continue Ordinance No. 2025-22 to the 5/8/25 Council meeting. Council Member Gilbert seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

- 11. FINAL PUBLIC HEARING FOR ORDINANCE NO. 2025-23**, 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 +/- 13.32 acres identified as Puffin Road Commercial from “AC” Agricultural Development and Conservation (County) to “HB” Highway Business (City) zoning designation with a Commercial Future Land Use designation, located east of Tay Wes Drive, north of Branched Oak Road, south of East Irlo Bronson Memorial Highway and west of Bur Oak Boulevard; 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. 2025-23** (This is a Quasi-Judicial proceeding)

Ivy Llauro, City Clerk read the Final Public Hearing for Ordinance No. 2025-23 into the record by title.

Discussion for this item took place under Ordinance No. 2025-21.

Mayor Robertson made a motion to continue Ordinance No. 2025-23 to the 5/8/25 Council meeting. Council Member Gilbert seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

- 12. FINAL PUBLIC HEARING FOR ORDINANCE NO. 2025-24**, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 2.5 acres identified as Anthemnet Ralph Miller Road, located east of South Narcoossee Road, north of Ralph Miller Road, south of Disston Drive, and west of Hackney Road; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes. (Above is full title) **ACTION ON ORDINANCE NO. 2025-24**

Ivy Llauro, City Clerk read the Final Public Hearing for Ordinance No. 2025-24 into the record by title.

Deputy Mayor Fletcher made a motion to continue Ordinance No. 2025-24 to the 5/8/25 Council meeting. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

- 13. FINAL PUBLIC HEARING FOR ORDINANCE NO. 2025-25**, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation of “Public/Institutional” to approximately +/- 2.5 acres identified as Anthemnet Ralph Miller Road, located east of South Narcoossee Road, north of Ralph Miller Road, south of Disston Drive, and west of Hackney Road; 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. 2025-25**

Ivy Llauro, City Clerk read the Final Public Hearing for Ordinance No. 2025-25 into the record by title.

Council Member Gilbert made a motion to continue Ordinance No. 2025-25 to the 5/8/25 Council meeting. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

14. FINAL PUBLIC HEARING FOR ORDINANCE NO. 2025-26, 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 +/- 2.5 acres identified as "Anthemnet Ralph Miller Road" from "LDR" Low Density Residential (County) to "OR" Open Space and Recreation (City) zoning designation with a Public/Institutional Future Land Use designation, located east of South Narcoossee Road, north of Ralph Miller Road, south of Disston Drive, and west of Hackney 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. 2025-26** (This is a Quasi-Judicial proceeding)

Ivy Llauro, City Clerk read the Final Public Hearing for Ordinance No. 2025-26 into the record by title.

Deputy Mayor Fletcher made a motion to continue Ordinance No. 2025-26 to the 5/8/25 Council meeting. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

15. FINAL PUBLIC HEARING FOR ORDINANCE NO. 2025-27, an ordinance of the City Council of the City of St. Cloud, Florida, amending the City Code of Ordinances, Chapter 42", Traffic and Vehicles" Articles I. - "In General," adding Section 42-11 "Motorized Mobility Devices Prohibited" and Section 42-12 "Enforcement"; providing for conflict, severability, administrative correction, codification, publication and an effective date. (Above is full title) **ACTION ON ORDINANCE NO. 2025-27**.

Ivy Llauro, City Clerk read the Final Public Hearing for Ordinance No. 2025-27 into the record by title.

Stephanie Holtkamp, Parks and Recreation Director reviewed the proposed Ordinance.

Mayor Robertson announced the Final Public Hearing for Ordinance No. 2025-27 for public comment, with no response from the audience.

Council Member Gilbert stated he was an avid walker at the Lakefront, and he appreciated that this was brought up to the Council before something bad was to happen.

Council Member Paul asked if there would be signage up in the areas where it would be prohibited.

Stephanie Holtkamp stated yes, the pathways would have signage.

Deputy Mayor Fletcher wanted to make sure there was going to be an educational portion on this when it was implemented and notifications on social media.

Council Member Paul made a motion to adopt Ordinance No. 2025-27. Deputy Mayor Fletcher seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

16. PUBLIC HEARING FOR RESOLUTION NO. 2025-031R, a resolution of the City Council of the City of St. Cloud, Florida, granting a Conditional Use for "Outdoor Storage" in the Highway Business "HB" Zoning District on the 3.09 acres of land known as City Electric Supply located at 1443 Belladonna Place as described in the body of this resolution. (Above is full title) **ACTION ON RESOLUTION NO. 2025-031R**

Ivy Llauro, City Clerk read Public Hearing for Resolution No. 2025-031R into the record by title.

Melissa Dunklin, Community Development Director reviewed the proposed Resolution.

Mayor Robertson announced the Public Hearing for Resolution No. 2025-031R for public comment.

Micah Osteen, 1443 Belladonna Place, the applicant stated they were an electrical company, and they would need some outside storage and would like to be able to fence in a small area in the rear of the space.

Council Member Gilbert stated it would be a wise choice to allow the fence so they could secure the material and delivery trucks.

Council Member Urban said they could look into revising the industrial type zoning so businesses could have an easier process getting things approved.

Council Consensus was to revise the guidelines for Industrial Zoning so businesses can have an easier process.

Council Member Urban made a motion to approve Resolution No. 2025-031R with the conditions of no equipment or materials displayed outside, and an opaque fence that would allow unobstructed access to the utilities.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0) Deputy Mayor Fletcher was not present.

17. PUBLIC HEARING FOR RESOLUTION NO. 2025-032R, a resolution of the City Council of the City of St. Cloud, Florida, granting a Conditional Use for an "Alcoholic Beverage Establishment" in the Highway Business "HB" Zoning District on the 2.7 acres of land known as ABC Liquors located at 3555 13th Street as described in the body of this resolution. (Above is full title) **ACTION ON RESOLUTION NO. 2025-032R**

Ivy Llauro, City Clerk read Public Hearing for Resolution No. 2025-032R into the record by title.

Melissa Dunklin, Community Development Director reviewed the proposed Resolution.

Mayor Robertson announced the Public Hearing for Resolution No. 2025-032R for public comment.

Butch Develin, 8989 South Orange Avenue, the applicant provided a brief history about ABC Liquor stores. He said they were committed to investing in this site and was thrilled to be returning to the St. Cloud community. He requested approval with the allowance of consumption on site Section 4.1.

Mark Wells, 718 13th Street asked where they were in this process, what were the core public services that were not currently being served that would need an ABC Liquor store. Within a 2-mile radius there were 8 additional liquor stores, and he wanted to know how would adding this store impact the small businesses.

Amit Patel, 4002 13th Street stated he had tried to do renovations with his property across the street from this location and it took the City 3 months to respond and was denied because of the church and school. He wanted to know how this would be fair allowing this store to come in when he was denied, and all the places were approved. He said that we did not need an ABC Liquor in our town.

City Attorney, Dan Mantzaris stated Mr. Patel's restriction was different from the ABC Liquor store because it was a package store so it would be exempt from the City's code. He said they could look into his application further to find out what was applied for.

Council Member Urban stated he was not familiar with Mr. Patel's case; he said that the 750 rule was an antiquated ordinance that should be looked into. He said as a growing City they could support this and that it was a free market, and government should not stand in the way.

Council Member Gilbert asked the Council to think about the stipulation on being able to test the beverages on site as businesses promote their products by taste testing. He requested the Council to remove this stipulation.

Butch Develin stated they did offer small samplings; their license did not allow a full cocktail or beer.

Mayor Robertson asked if they could change the language to allow the sampling.

City Attorney, Dan Mantzaris stated the way we interpret the code, the package store definition that leads us to where we are today. He said it would be consistent with the code, if they simply removed that condition they would be fine.

Discussion followed to include being a small business town, the free market, giving back to the community, working with the small businesses, the presentation of the building, and possibly putting a mural on the west side of the building,

Mayor Robertson made a motion to approve Resolution No. 2025-032R with the conditions of removing the no events occurring on the premise, adding a condition having a mural on the west

side of the building subject to the City's Ordinance for murals. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

Mayor Robertson requested a five-minute recess.

X. Council Action

1. Resolution No. 2025-054R, a resolution of the City Council of the City of St. Cloud, Florida, approving a development agreement between WMG Acquisitions, LLC, and the City of St. Cloud, related to development standards for a Mixed-Use Urban Center Development located west of Florida Turnpike, north of Clay Whaley Road and east of Silverthorne Trail; authorizing the City Manager to execute the agreement; and providing an effective date.

Ivy Llauro, City Clerk read Resolution No. 2025-054R into the record by title.

Melissa Dunklin, Community Development Director reviewed the proposed Resolution.

Mayor Robertson announced Resolution No. 2025-054R for public comment.

Jo Thacker, 17 Orlando Avenue stated they were in agreement with staff's conditions and would like to add another condition by providing a consolidated branding package and placemaking plan including wayfinding prior to a subdivision construction plan or site development plan approval.

Deputy Mayor Fletcher made a motion to approve Resolution No. 2025-054R with the conditions of having the street cross sections be consistent with the Land Development Code, providing an updated copy of the amended Preliminary Subdivision Plan, having the Tri-Party Agreement in place prior to development, and providing a consolidated branding package and placemaking plan. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

2. Discussion and possible action regarding approval of a Preliminary Subdivision Plan Amendment to County approved PS21-00007, creating an Urban Center on approximately +/- 132.09 acres of land known as Heritage at Cross Prairie, generally located west of Florida Turnpike, north of Clay Whaley Road and east of Silverthorne Trail.

Ivy Llauro, City Clerk read Council Action No. 2 into the record by title.

Discussion for this item took place under Resolution No. 2025-054R.

Deputy Mayor Fletcher made a motion to approve Council Action No. 2 with the conditions of having the street cross sections being consistent with the Land Development Code, providing an updated copy of the amended Preliminary Subdivision Plan, having the Tri-Party Agreement in place prior to development, and providing a consolidated branding package and placemaking plan. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

3. Discussion and possible action regarding the future annexation of Parcel ID #07-26-31-4950-0001-0470 with a property address of 1805 Tileston Road St. Cloud, Florida, for the use of a concrete crushing facility on approximately 7.46 acres, generally located east of Tileston Road, west of Contractor Lane and Hickory Tree Road, and south of East Irlo Bronson Memorial Highway and possible approval of: Resolution No. 2025-056R, a resolution of the City Council of the City of St. Cloud, Florida, approving an annexation agreement between the City of St. Cloud and David Lucey, Revocable Trust, David C. Lucey and Edna J. Lucey, trustees and Edna Lucey Revocable Trust, Edna J. Lucey and David C. Lucey, Trustees, for a development known as C&D Concrete Recycling on approximately 7.46 acres, generally located east of Tileston Road, west of Contractor Lane and Hickory Tree Road, and south of E Irlo Bronson Memorial Highway, as described in the body of this resolution; authorizing the Mayor to execute the agreement and providing an effective date.

This item was pulled.

4. Discussion and possible action regarding approval for a Mixed-Use Concept Plan(MCP) on +/- 8.07 acres of land known as Wild Willy Airboat generally located east of Apache Road, south of Kissimmee Park Road, west of Lake Tohopekaliga Road.

Ivy Llauro, City Clerk read Council Action No. 4 into the record by title.

Discussion took place for this item under Ordinance No. 2025-18.

Deputy Mayor Fletcher made a motion to approve the mixed-use concept plan with the conditions of a GPS-Based tracking system and the operating hours of 9-5 except as pre-authorized by the City Manager in advance.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

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

1. First Reading and Introduction for Ordinance No. 2025-16, an ordinance of the City Council of the City of St. Cloud, Osceola County, Florida; amending Chapter 48 “Waterways” of the Code of Ordinances to establish Article II; creating Section 48-4 “Definitions”; creating section 48-5 “requirements for Operating Personal Watercrafts”; Section 48-6 “Regulations for Watercraft Rental Businesses”; Section 48-7 “Permits for Watercraft Rental Businesses”; Section 48-8 “Enforcement”; and providing for conflict, severability, codification, administrative correction of scriveners errors, publication, and effective date. (Above is full title) (Final Public Hearing will be heard on May 8, 2025) Action on Ordinance No. 2025-16.

Ivy Llauro, City Clerk read the First Reading and Introduction for Ordinance No. 2025-16 into the record by title.

Council Member Urban made a motion to approve Ordinance No. 2025-16. Deputy Mayor Fletcher seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

2. First Reading and Introduction for Ordinance No. 2025-17, an ordinance of the City Council of the City of St. Cloud, Florida, amending Chapter 30 “Parks and Recreation”; Article II, “Special Events”, Section 30-19 “Application for Permit” by requiring Council approval for the use of fireworks, redefining safety and security plan, to include road and parking closure plans and requirements, if applicable, adding solid waste provisions, requiring an event layout plan, establishing a cancellation authority and establishing an event decision and appeal process of the Code of Ordinances of the City of St. Cloud; and providing an effective date. (Above is full title) (Final Public Hearing will be heard May 8, 2025) Action on Ordinance No. 2025-17.

Ivy Llauro, City Clerk read the First Reading and Introduction for Ordinance No. 2025-17 into the record by title.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2025-17. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

3. First Reading and Introduction for Ordinance No. 2025-28, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 2,308.694 acres identified as Encumbrance Annexations (Zones 1, 2 & 4), located south of Neptune Road and west of Cross Prairie Parkway, Hickory Tree Road and Nolte Road, and east of the Turnpike between Clay Whaley Road and Kissimmee Park Road; within the Joint Planning Area Interlocal Agreement (JPA); in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes. (Above is full title) (Final Public Hearing will be heard on May 7, 2025) Action on Ordinance No. 2025-28

Ivy Llauro, City Clerk read the First Reading and Introduction for Ordinance No. 2025-28 into the record by title.

Council Member Gilbert made a motion to approve Ordinance No. 2025-28. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

4. First Reading and Introduction for Ordinance No. 2025-04, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 1,378 acres identified as Edgewater West, located east of Cherokee Road, north of Kissimmee Park Road, south of Clay Whaley Road; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes. (Above is full title) (Final Public Hearing will be heard on May 8, 2025) Action on Ordinance No. 2025-04

Ivy Llauro, City Clerk read the First Reading and Introduction for Ordinance No. 2025-04 into the record by title.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2025-04. Council Member Gilbert seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

5. First Reading and Introduction for Ordinance No. 2025-05, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation “Mixed Use” to approximately +/- 1,378 acres identified as Edgewater West, located east of Cherokee Road, northwest of Kissimmee Park Road, south of Clay Whaley Road; providing for amending the official Future Land Use Map of the Comprehensive Plan, filing of the Planning Commission recommendation and proof of publication, applicability and effect, severability, copies on file and effective date. (Above is full title) (Final Public Hearing will be heard on May 8, 2025) Action on Ordinance No. 2025-05

Ivy Llauro, City Clerk read the First Reading and Introduction for Ordinance No. 2025-05 into the record by title.

Council Member Paul made a motion to approve Ordinance No. 2025-05. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0) Deputy Mayor Fletcher was not present.

6. First Reading and Introduction of Ordinance No. 2025-06, 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 +/- 1,378 acres identified as Edgewater West from “MXD ” Mixed- Use (County) Zoning Designation to “MIX” Mixed-Use (City) Zoning Designation with an Mixed-Use Future Land Use Designation, located east of Cherokee Road, northwest of Kissimmee Park Road, south of Clay Whaley Road; providing for entering the designation on the official Zoning Map, filing of the Planning Commission recommendation and proof of publication, severability, and effective date. (Above is full title) (Final Public Hearing will be heard on May 8, 2025) Action on Ordinance No. 2025-06.(This is a Quasi-Judicial proceeding)

Ivy Llauro, City Clerk read the First Reading and Introduction for Ordinance No. 2025-06 into the record by title.

Council Member Gilbert made a motion to approve Ordinance No. 2025-06. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-0) Deputy Mayor Fletcher was not present.

7. First Reading and Introduction for Ordinance No. 2025-43, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately 28.6 acres identified as 192 & Nova Road, located north of Irlo Bronson Memorial Highway, west of Nova Road; within the Joint Planning Area Interlocal Agreement (JPA); in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes. (Above is full title) (Final Public Hearing will be heard on May 7, 2025) Action on Ordinance No. 2025-43

Ivy Llauro, City Clerk read the First Reading and Introduction for Ordinance No. 2025-43 into the record by title.

Council Member Paul made a motion to approve Ordinance No. 2025-43. Deputy Mayor Fletcher seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

8. First Reading and Introduction for Ordinance No. 2025-44, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation of “Commercial” to approximately +/- 28.6 acres identified as Nova & 192, located north of Irlo Bronson Memorial Highway, west of Nova Road; providing for amending the official Future Land Use Map of the Comprehensive Plan, filing of the Planning Commission recommendation and proof of publication, applicability and effect, severability, copies on file and effective date. (Above is full title) (Final Public Hearing will be heard on May 7, 2025) Action on Ordinance No. 2025-44

Ivy Llauro, City Clerk read the First Reading and Introduction for Ordinance No. 2025-44 into the record by title.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2025-44. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

9. First Reading and Introduction for Ordinance No. 2025-45, 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 +/- 28.6 acres identified as Nova & 192 from “CG” Commercial General, “CR” Commercial Restricted, and “PD” Planned Development (County) to “PUD” Planned Unit Development (City) Zoning Designation with a Commercial Future Land Use Designation, generally located north of Irlo Bronson Memorial Highway, west of Nova Road; providing for entering the designation on the official Zoning Map, Filing of the Planning Commission recommendation and proof of publication, severability, and effective date. (Above is full title) (Final Public Hearing will be heard on May 7, 2025) Action on Ordinance No. 2025-45. (This is a Quasi-Judicial proceeding)

Ivy Llauro, City Clerk read the First Reading and Introduction for Ordinance No. 2025-45 into the record by title.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2025-45. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

10. First Reading and Introduction for Ordinance No. 2025-37, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 26.38 acres identified as Marlowe Apartments at Nova Road, located south of East Irlo Bronson Memorial Highway, west of Nova Road, east of Mossy Vine

Avenue; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes. (Above is full title) (Final Public Hearing will be heard on May 7, 2025) Action on Ordinance No. 2025-37

Ivy Llauro, City Clerk read the First Reading and Introduction for Ordinance No. 2025-37 into the record by title.

Council Member Gilbert made a motion to approve Ordinance No. 2025-37. Deputy Mayor Fletcher seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

11. First Reading and Introduction for Ordinance No. 2025-38, an ordinance of the City Council of the City of St. Cloud, Florida, to annex into the City of St. Cloud approximately +/- 2.00 acres identified as Primrose Schools St Cloud, located east of South Narcoossee Road, north of Ralph Miller Road, south of Disston Drive and west of Hackney Road; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes. (Above is full title) (Final Public Hearing will be heard on May 8, 2025) Action on Ordinance No. 2025-38.

Ivy Llauro, City Clerk read the First Reading and Introduction for Ordinance No. 2025-38 into the record by title.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2025-38. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

12. First Reading and Introduction for Ordinance No. 2025-39, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation of "Commercial" to approximately +/- 2.00 acres identified as Primrose Schools St Cloud, located east of South Narcoossee Road, north of Ralph Miller Road, south of Disston Drive and west of Hackney Road; providing for amending the official Future Land Use Map of the Comprehensive Plan, filing of the Planning Commission recommendation and proof of publication, applicability and effect, severability, copies on file and effective date. (Above is full title) (Final Public Hearing will be heard on May 8, 2025) Action on Ordinance No. 2025-39.

Ivy Llauro, City Clerk read the First Reading and Introduction for Ordinance No. 2025-39 into the record by title.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2025-39. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

13. First Reading and Introduction for Ordinance No. 2025-40, 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 +/- 2.00 acres identified as Primrose Schools St Cloud from "US-M" Urban Settlement Manufactured Product

(County) to “HB” Highway Business Zoning Designation with a Commercial Future Land Use Designation, generally located east of South Narcoossee Road, north of Ralph Miller Road, south of Disston Drive and west of Hackney Road; providing for entering the designation on the official Zoning Map, filing of the Planning Commission recommendation and proof of publication, severability, and effective date. (Above is full title) (Final Public Hearing will be heard on May 8, 2025) Action on Ordinance No. 2025-40. (This is a Quasi-Judicial proceeding)

Ivy Llauro, City Clerk read the First Reading and Introduction for Ordinance No. 2025-40 into the record by title.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2025-40. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

14. First Reading and Introduction for Ordinance No. 2025-41, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation “Medium Density Residential” to approximately +/- 1.64 acres identified as Palm Properties, located east of Narcoossee Road, north of East Irlo Bronson Memorial Highway, south of Lillian Lee Road, and west of Puffin Road; providing for amending the official Future Land Use Map of the Comprehensive Plan, filing of the Planning Commission recommendation and proof of publication, applicability and effect, severability, copies on file and effective date. (Above is full title) (Final Public Hearing will be heard on May 8, 2025) Action on Ordinance No. 2025-41

Ivy Llauro, City Clerk read the First Reading and Introduction for Ordinance No. 2025-41 into the record by title.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2025-41. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

15. First Reading and Introduction for Ordinance No. 2025-42, 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 +/-1.64 acres identified as Palm Properties from “AC” Agriculture to “R-2” Single-Family Dwelling Zoning Designation with a Medium Density Residential Future Land Use Designation, located east of Narcoossee Road, north of East Irlo Bronson Memorial Highway, south of Lillian Lee Road, and west of Puffin Road; providing for amending the official Future Land Use Map of the Comprehensive Plan, filing of the Planning Commission recommendation and proof of publication, applicability and effect, severability, copies on file and effective date. (Above is full title) (Final Public Hearing will be heard on May 8, 2025) Action on Ordinance No. 2025-42 (This is a Quasi-Judicial proceeding)

Ivy Llauro, City Clerk read the First Reading and Introduction for Ordinance No. 2025-42 into the record by title.

Deputy Mayor Fletcher made a motion to approve Ordinance No. 2025-42. Council Member Urban seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 5-0)

XII. City Attorney

City Attorney, Dan Mantzaris stated Council needed to schedule their annual Ethics training. He recommended the training be in person due to having two new Council Members.

Council consensus was to coordinate their schedules to pick a date and time that worked for everyone.

XIII. City Manager

City Manager, Veronica Miller, stated she was very proud of the Planning Department for all their hard work. She requested consensus on a previous discussion with previous Council, that effective 7/1/2025 the City would discontinue broadcasting on Spectrum 499 and start streaming on YouTube live.

Council Consensus was to stop broadcasting on Spectrum 499 and start streaming on YouTube.

XIV. Mayor and Council Members

Council Member Paul thanked Chief Goerke and Chief Miller for giving her nephews birthday gifts.

Council Member Urban inquired about the status of the St. Cloud Hotel.

City Manager, Veronica Miller stated she had an email from the building official regarding the work as their permit expires in June and she would forward it to Council.

Deputy Mayor Fletcher requested to have a presentation by Theater in the Cloud at the May meeting.

Council consensus was to schedule the presentation.

Council Member Gilbert thanked the Council and staff for all their hard work.

Mayor Robertson requested per Section 3.11 of the Charter to hold an internal investigation into all city departments and do a thorough review of all budgets, so he was aware of how money was being spent, and what each department did. He said this was not a bad thing; it was going to be helpful for him to learn the processes and with the budget process. He said he wanted the Council to have all the same information and then have a workshop or meeting to discuss the information and make a decision based on that information. He would like Council to meet with each department and review their budgets thoroughly. He stated Council could work with the City Manager and the City Attorney to request documents and then have a workshop or a meeting to discuss and review the budget.

Discussion followed to include how the investigation would work, what information would be requested, speaking with employees, staff feeling comfortable, how long this would take, and being fully informed so they could make a better decision.

Mayor Robertson made a motion to approve and conduct an internal investigation. Council Member Paul seconded the motion.

Mayor Robertson called for roll call, after roll call by City Clerk, Ivy Llauro motion carried. (Vote 4-1) Deputy Mayor Fletcher voted nay.

XV. Information Section and Report Section

- Thursday, April 24, 2025, Community Redevelopment Agency Meeting - 3:00 p.m. @ City Hall
- Thursday, April 24, 2025, City Council Workshop - 3:30 p.m.(or Immediately Following the Community Redevelopment Agency Meeting) @ City Hall
- Wednesday, May 7, 2025, Special City Council Meeting - 6:30 p.m. @ City Hall
- Thursday, May 8, 2025, City Council Meeting - 6:30 p.m. @ City Hall

Reports:

- Warrant List #6
- Recreation Advisory Minutes October 2024 - Approved

XVI. Adjournment at 10:48 p.m.

Mayor Christian B. Robertson

ATTEST:

City Clerk, Ivy Llauro

Minute Approved: _____



Meeting: August 14, 2025

Agenda Item Type: Public Hearings
Resolution No. 2025-100R

Finance Agenda Item:

PUBLIC HEARING FOR RESOLUTION NO. 2025-100R, a resolution of the City Council of the City of St. Cloud, Florida amending Resolution Number 2024-120R which adopted the fiscal year 2024/2025 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. 2025-100R**

Strategic Key Focus Areas:

High-Performing Government

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 five 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 establish the budget to repay the 2025 FLGFC loan with the proceeds from the 2025 debt.
- 2) To purchase police vehicles for the new school resource officer positions that will be funded in fiscal year 2025/2026.
- 3) Revenues for dumpster fees and landfill fees.

Legal Authority:

Florida Statutes Chapter 166.241 and City Code sec. 2-212- Amendments after adoption.

Budget and Recommendation:

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:

08/14/2025 - Final Action

Attachments:

1. Resolution 2025-100R Budget Amendment #5.Resolution
2. Resolution 2025-100R Budget Amendment #5.Memo
3. Resolution 2025-100R Budget Amendment #5.Documentation

RESOLUTION - NO. 2025-100R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD, FLORIDA AMENDING RESOLUTION NUMBER 2024-120R WHICH ADOPTED THE FISCAL YEAR 2024/2025 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 2024/2025 budget. The original fiscal year 2024/2025 budget as adopted by City Council in Resolution No. 2024-120R 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 2024/2025 is hereby amended to change the line items and projects within the funds by the amount and funding source shown:

DEBT SERVICE FUND

INCREASE

DECREASE

REVENUES:

Debt service fund, interfund transfer

8,112,000

8,112,000

-

EXPENDITURES:

Debt service fund, Principal, FLGFC Loan

8,112,000

8,112,000

-

CAPITAL PROJECTS FUND

INCREASE

DECREASE

REVENUES:

Capital Projects Fund, Prior Year Fund Balance

8,112,000

8,112,000

-

EXPENDITURES:

Capital Projects Fund, Intragovernment Transfer, Debt Service

8,112,000

8,112,000

-

POLICE IMPACT FEES

INCREASE

DECREASE

REVENUES:

Police Impact Fee Fund, Prior Year Fund Balance

120,000

120,000

-

EXPENDITURES:

Police Impact Fees, Machinery & Equipment

120,000

120,000

-

SANITATION FUND**INCREASE****DECREASE****REVENUES:**

Sanitation Fund, Dumpster Fees

450,000

Sanitation Fund, Landfill Fees - Non City

950,000

1,400,000

-**EXPENDITURES:**

Sanitation Fund, Buildings

160,000

Sanitation Fund, Buildings

60,000

Sanitation Fund, Buildings

30,000

Sanitation Fund, Buildings

25,000

Sanitation Fund, Buildings

500,000

Sanitation Fund, Buildings

475,000

Sanitation Fund, Buildings

150,000

1,400,000

-

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 _____, 2025.

CITY OF ST. CLOUD

ATTEST:

Christian B. Robertson, Mayor

Ivy Llauro, City Clerk

LEGAL IN FORM AND VALID IF ADOPTED.

de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP

Daniel F. Mantzaris, City Attorney



MEMORANDUM

Date: August 14, 2025
To: Veronica Miller, City Manager
From: Jeffrey M. Cooper, Finance Director
Subject: Detail for Budget Amendment number four via Resolution 2025-100R

This memorandum provides the detail of the amendments needed and the respective departments or projects that are affected for the fifth budget amendment to the fiscal year 2024/2025 budget.

<u>Fund</u>	<u>Account</u>	<u>Increase</u>	<u>Decrease</u>	<u>Reason</u>
Debt Service Fund	Revenue, Interfund transfer	8,112,000		To repay the FLGFC Loan
	Expenditure, Principal. FLGFC Loan	8,112,000		
Capital Projects Fund	Revenue, Prior Yeara Fund Balance	8,112,000		To repay the FLGFC Loan
	Expenditure, Intragovernmental transfers, debt service	8,112,000		
Police Impact Fee Fund	Revenue, Prior Year Fund Balance	120,000		Police vehicles for 2 new SRO's.
	Expenditure, Machinery & Equipment	120,000		
Sanitation Fund	Revenue, Dumpster Fees	450,000		Additional projected revenue
	Revenue, Landfill Fees - Non City	950,000		Additional projected revenue
	Expenditure, Salaries & Wages	160,000		Hurricane costs
	Expenditure, Overtime	60,000		Hurricane costs
	Expenditure, Employer FICA	30,000		Hurricane costs
	Expenditure, Workers Comp	25,000		Hurricane costs
	Expenditure, Vehicle Maintenance	500,000		Higher than expected vehicle maintenance costs
	Expenditure, Machinery & Equipment	475,000		Replacement sideloader
	Expenditure, Contractual Services	150,000		Additional hauling costs



CITY OF ST. CLOUD
BUDGET AMENDMENT
REQUEST

BUDGET AMENDMENT #: 5
FUND #: 200/300

DATE: 07/22/25
DEPARTMENT: Administrative

Reason/Justification for requested amendment:

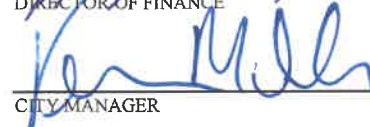
To establish the budget to repay the 2025 FLGFC Loan with the proceeds from the 2025 Debt.

Recommended Funding Source	Amount	Account Number (Finance will complete)
Prior Year Fund Balance:	300-0000-301.00-00	\$8,112,000
Revenue:	200-0000-381.00-00	\$8,112,000
Revenue:		
Revenue:		

Expenditure Accounts Additions Requested:

ACCOUNT NUMBER	ACCOUNT NAME	PROJECT	AMOUNT
200-9000-517.71-23	Principal, 2024 FLGFC Rev Note		\$8,112,000
300-9020-581.91-20	Intragovernment Transfer, Debt Service		\$8,112,000


DEPARTMENT HEAD


DIRECTOR OF FINANCE

CITY MANAGER

Jeffrey Cooper

From: Gloria Emanuel
Sent: Tuesday, July 22, 2025 5:39 PM
To: Jeffrey Cooper
Cc: Mark Gumula II
Subject: FW: FLGFC Loan Payoff
Attachments: BA5.pdf

Coop,

This is the total payoff amount for the FLGFC Loan.

GM200I02	CITY OF ST CLOUD	7/22
Fiscal year 2025	Account Balance Inquiry	17:36
Account number . . . : 950-0000-233.23-00 Db/Cr . . : C		
Fund : 950 GENERAL LONG TERM DEBT		
Department : 00		
Division : 00		
Activity basic . . . : 23 LONG-TERM DEBT		
Sub activity : 3 REVENUE BONDS PAYABLE		
Element : 23 2024 FLGFC REVNOTE DRAWA1		
Object : 00		
	<u>Debits</u>	<u>Credits</u> <u>Account bal</u>
		18,112,0
Current :	.00	.00
Unposted :	.00	.00
Total :	.00	.00 18,112,0



Gloria R. Emanuel, CGFO

Senior Accountant

1300 9th Street

St. Cloud, FL 34769

P: 407-957-7313 | F: 407-957-7335

Please note new email: gloria.emanuel@stcloudfl.gov



CITY OF ST. CLOUD
BUDGET AMENDMENT
REQUEST

BUDGET AMENDMENT #: 5
FUND #: 330

DATE: 05/06/25
DEPARTMENT: Police

Reason/Justification for requested amendment:

To purchase police vehicles for the two new School Resource Officer positions that will be funded in fiscal year 2025/2026.

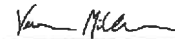
Recommended Funding Source	Amount	Account Number (Finance will complete)
Prior Year Fund Balance:	\$120,000	330-0000-301-00-00
Revenue:		
Revenue:		

Expenditure Accounts Additions Requested:

ACCOUNT NUMBER	ACCOUNT NAME	PROJECT	AMOUNT
330-6010-521-64-00	Machinery & Equipment		\$120,000


DEPARTMENT HEAD


DIRECTOR OF FINANCE


CITY MANAGER



CITY OF ST. CLOUD
BUDGET AMENDMENT
REQUEST

BUDGET AMENDMENT #: 5
FUND #: 440

DATE: 06/10/25
DEPARTMENT: Public Works - Sanitation

Reason/Justification for requested amendment:

Revenues for dumpster fees and landfill fees - non city have exceeded original projections. However, vehicle maintenance costs have also exceeded estimates. In addition, the October 2024 hurricane and related pickups created large unbudgeted overtime and related benefit expenditures. The additional revenue will also allow the City to order a sideloader replacement due to the extended lead time on these vehicles as well as additional supplemental hauling contractual services needed.

Recommended Funding Source	Amount	Account Number (Finance will complete)
Prior Year Fund Balance:		
Revenue:	\$450,000	440-0000-343-41-72
Revenue:	\$950,000	440-0000-343-41-73

Expenditure Accounts Additions Requested:

ACCOUNT NUMBER	ACCOUNT NAME	PROJECT	AMOUNT
440-7071-534-12-00	Salaries & Wages		\$160,000
440-7071-534-14-00	Overtime		\$60,000
440-7071-534-21-00	Employer FICA		\$30,000
440-7071-534-24-00	Workers Comp		\$25,000
440-7071-534-46-02	Vehicle Maintenance		\$500,000
440-7071-534-64-00	Machinery & Equipment		\$475,000
440-7072-534-34-00	Contractual Services		\$150,000

Kevin Felblinger 06/11/25
DEPARTMENT HEAD

Daphne J. Lopez
DIRECTOR OF FINANCE
Van M...
CITY MANAGER



Meeting: August 14, 2025

Agenda Item Type: Council Action
Discussion and possible action regarding the appeal of Parking Determination of Neptune Road Apartments Project # PRK25-00001

Community Development Agenda Item:

Discussion and possible action regarding the appeal for the Parking Determination of Neptune Road Apartments Project # PRK25-00001. The subject property is located north of 13th Street, south of Neptune Road, east of Old Canoe Creek Road and west of Sergeant Graham Road.

Strategic Key Focus Areas:

High-Performing Government

Background Information:

Neptune Road Apartments (SDP25-00019) is a proposed 336-apartment development. The applicant is requesting approval for 606 parking spaces, which deviates from the 706 parking spaces required under Table 4.2.1 of the Land Development Code (LDC), which mandates 2 spaces per unit plus 1 per 10 units for guest parking.

In accordance with LDC Section 4.2.3.B.4, a reduction of up to 20% may be considered if supported by a qualified parking study. While the applicant submitted a traffic study that was reviewed by the City's transportation consultant and deemed technically sufficient for administrative consideration, staff identified several concerns.

Specifically, the applicant relied on 2023 data and cited the approval of a parking determination for the proposed Roan Bridge development (PRK24-00001), which has not been approved and remains under review. The elimination of 100 parking spaces in a suburban mid-rise multifamily apartment development may result in a corresponding shortfall in available parking, potentially leaving up to 100 vehicles without designated on-site parking accommodations. Therefore, the applicant has not demonstrated the proposed use is subject to conditions and situations which would warrant a parking requirement other than as listed in LDC Table 4.2.1.

Staff concludes that the proposed reduction in required parking may result in inadequate on-site parking, leading to potential overflow onto adjacent properties and in the public rights-of-way. This outcome would be inconsistent with the City's High-Performing Government objectives and standards for responsible growth management.

Legal Authority:

Per Land Development Code Section 4.2.3.C – Determination of use. If a use is not compatible with a use listed in Table 4.2.1 or if the parking demand of a listed use is subject to conditions and situations which would warrant a parking requirement other than those listed in Table 4.2.1, an applicant may apply to the City Council for a determination of parking. Prior to the review and approval by the City Council, the Planning Commission shall review the application and

provide a recommendation to the City Council. Said determination by the City Council shall be made following public hearing after due written notice to the adjacent property owners by certified mail and notice posted on the affected property.

Budget and Recommendation:

There is not cost associated with this item

Staff reviewed this request on or before June 17, 2025 and recommends **DENIAL** of the Parking Determination for Neptune Road Apartments (PRK25-00001).

Finance Director's Comments:

N/A

Procurement Director's Comments:

N/A

City Manager's Comments:

City Manager recommends denial

City Council Action:

8/14/25- Final Action

Attachments:

1. 1. PRK25-00001 Neptune Road Apartments Staff Memo 08142025 CC
2. 2. PRK25-00001 PARKING REQUEST MEMO FINAL
3. 3. PRK25-00001 APPLICANT'S REQUEST
4. 4. PRK25-00001 CONSULTANT PARKING DETERMINATION
5. 5. PRK25-00001 PARKING STUDY



**MEMORANDUM REPORT
FOR CITY COUNCIL MEETING – ON AUGUST 14, 2025**

To: Mayor Robertson and Council Members
From: Virginia Renteria, Senior Planner
Thru: Melissa Dunklin, CPM, Community Development Director
Subject: Parking Determination (Neptune Road Apartments)
DRC Case #PRK25-00001
Date: August 14, 2025

REQUEST: The applicant is requesting a parking determination for a reduction of 14.16 percent of the overall parking required for the Site Development Plan - Neptune Road Apartments (SDP25-00019).

BACKGROUND: Neptune Road Apartments (SDP25-00019) is a proposed 336-apartment development. The applicant is requesting approval for 606 parking spaces, which deviates from the 706 parking spaces required under Table 4.2.1. of the Land Development Code (LDC), which mandates 2 spaces per unit plus 1 per 10 units for guest parking.

In accordance with LDC Section 4.2.3.B.4, a reduction of up to 20% may be considered if supported by a qualified parking study. While the applicant submitted a traffic study that was reviewed by the City's transportation consultant and deemed technically sufficient for administrative consideration, staff identified several concerns.

Specifically, the applicant relied on 2023 data and cited the approval of a parking determination for the proposed Roan Bridge development (PRK24-00001), which has not been approved and remains under review. The elimination of 100 parking spaces in a suburban mid-rise multifamily apartment development may result in a corresponding shortfall in available parking, potentially leaving up to 100 vehicles without designated on-site parking accommodations. Therefore, the applicant has not demonstrated the proposed use is subject to conditions and situations which would warrant a parking requirement other than as listed in LDC Table 4.2.1.

STAFF RECOMMENDATION: Staff reviewed this request for parking reduction on or before June 20, 2025. Staff recommends **DENIAL** of the proposed parking reduction, concluding that the proposed reduction in required parking may result in inadequate on-site parking, leading to potential overflow onto adjacent properties and in the public rights-of-way. This outcome would be inconsistent with the City's High-Performing Government objectives and standards for responsible growth management. Community Development denied the applicant's request on June 20, 2025.

STRATEGIC PLAN:

The proposed reduction in parking does not 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

Attachment:

- Community Development Parking Request Denial
- Applicant's Request
- Consultant Parking Determination
- Parking Study



MEMORANDUM REPORT FOR PARKING DETERMINATION

To: Melissa Dunklin, Community Development Director
From: Virginia Renteria, Senior Planner
Subject: 0 Neptune Road
Case No. PRK25-00001 – Parking Determination (Neptune Road Apartments)
Date: June 20, 2025

REQUEST: The applicant is requesting a parking determination for a reduction of 14.16 percent of the overall parking required for the Site Development Plan - Neptune Road Apartments (SDP25-00019).

BACKGROUND: Neptune Road Apartments (SDP25-00019) is a proposed 336-apartment development. The applicant is requesting approval for 606 parking spaces, which deviates from the 706 parking spaces required under Table 4.2.1. of the Land Development Code (LDC), which mandates 2 spaces per unit plus 1 per 10 units for guest parking.

In accordance with LDC Section 4.2.3.B.4, a reduction of up to 20% may be considered if supported by a qualified parking study. While the applicant submitted a traffic study that was reviewed by the City's transportation consultant and deemed technically sufficient for administrative consideration, staff identified several concerns.

Specifically, the applicant relied on 2023 data and cited the approval of a parking determination for the proposed Roan Bridge development (PRK24-00001), which has not been approved and remains under review. The elimination of 100 parking spaces in a suburban mid-rise multifamily apartment development may result in a corresponding shortfall in available parking, potentially leaving up to 100 vehicles without designated on-site parking accommodations. Therefore, the applicant has not demonstrated the proposed use is subject to conditions and situations which would warrant a parking requirement other than as listed in LDC Table 4.2.1.

Staff concludes that the proposed reduction in required parking may result in inadequate on-site parking, leading to potential overflow onto adjacent properties and in the public rights-of-way. This outcome would be inconsistent with the City's High-Performing Government objectives and standards for responsible growth management.

STRATEGIC PLAN GOALS:

The proposed reduction in parking does not 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 on or before June 17, 2025 and recommends **DENIAL** of the Parking Determination for Neptune Road Apartments (PRK25-00001).

ATTACHMENTS:

Parking Study

Consultant Parking Determination

Melissa Dunklin

[Melissa Dunklin \(Jun 20, 2025 13:05 EDT\)](#)

Community Development Director Signature

Jun 20, 2025

Date

PARKING REQUEST MEMO PRK23-00002

FINAL

Final Audit Report

2025-06-20

Created:	2025-06-20
By:	Virginia Renteria (virginia.renteria@stcloud.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZJIIDIOMKZWnPqFBjyaFXIzUpDNbKaJJ

"PARKING REQUEST MEMO PRK23-00002 FINAL" History

 Document created by Virginia Renteria (virginia.renteria@stcloud.org)
2025-06-20 - 5:02:48 PM GMT

 Document emailed to melissa.dunklin@stcloudfl.gov for signature
2025-06-20 - 5:03:15 PM GMT

 Email viewed by melissa.dunklin@stcloudfl.gov
2025-06-20 - 5:04:48 PM GMT

 Signer melissa.dunklin@stcloudfl.gov entered name at signing as Melissa Dunklin
2025-06-20 - 5:05:37 PM GMT

 Document e-signed by Melissa Dunklin (melissa.dunklin@stcloudfl.gov)
Signature Date: 2025-06-20 - 5:05:39 PM GMT - Time Source: server

 Agreement completed.
2025-06-20 - 5:05:39 PM GMT

Jo O. Thacker
T: (407) 669-4230 F: (407) 425-8377
jo.thacker@nelsonmullins.com

390 North Orange Avenue, Suite 1400
Orlando, FL 32801-4961
T: (407) 669-4200 F: (407) 425-8377
nelsonmullins.com

July 1, 2025

Via Certified Mail and Email

City of St. Cloud
1300 9th Street
St. Cloud, Florida 34769
Attn: Veronica Miller, City Manager
Email: CityManager@stcloudfl.gov

DeBeaubien, Simmons, Knight, Mantzaris & Neal, LLP
Attn: Daniel Mantzaris
332 North Magnolia Avenue
Orlando, Florida 32801
Email: dmantzaris@dsklawgroup.com

RE: Neptune Road Parking Determination

Dear Ms. Miller:

We represent Preferred Realty, Inc. (the “Developer”), who is developing the Neptune Road Apartments according to the Site Development Plan – Neptune Road Apartments (SDP25-00019) as a proposed 336-apartment development (the “Project”). Based on the City of St. Cloud (the “City”) Land Development Code (“LDC”) Table 4.2.1, as more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference, the code requires “Two spaces per dwelling unit plus one additional space per ten units; except in CBD-1 and CDD-2 where one space per dwelling unit shall be required”.¹ Hence, the LDC requires 705.6 parking spaces (i.e., (2 space per unit x 336 units) + (336 units / 10 spaces per unit guest parking)) rounded up to 706 overall parking spaces for the Project.

The Developer is requesting a parking determination for a reduction of overall parking required for the Project from 706 parking spaces as required by the LDC to 606 parking spaces as determined by a Parkin Demand Analysis for Neptune Road Multi-Family Residential Site performed by Luke Transportation Engineering Consultants, Inc. (“LTEC”) in June 2025 (the “Parking Study”), attached hereto as **Exhibit “B”** and incorporated herein by this reference.

¹ LDC § Table 4.2.1.

Received
St. Cloud City Manager's Office

JUL 03 2025

Time: KB
: emailed CM also 7/3

LTEC has completed a traffic impact analysis report for the Project, which was submitted to the City for review in February 2025. The Institute of Transportation Engineers (ITE) in the Parking Generation Manual, 5th Edition was reviewed by LTEC to provide a basis for the Project parking requirements.² A proposed Parking Demand Analysis Methodology (“Proposed Methodology”) was submitted to the City for review in March 2025. The Proposed Methodology is consistent with a study previously completed for the St. Cloud apartments development by TMC in March 2023 (the “Previous Study”). The Proposed Methodology to support the parking plan for this Project is consistent with the assumptions and approach from the Previous Study.

The Parking Study used the parking survey data for three (3) existing apartment development – Sawyer Estates Apartments, Crestwood Apartments and Prose Stevens Pointe (collectively as the “Comparable Sites”) – within the City of St. Cloud from the previous, approved study provided by the City.³ Based on the documented parking demand observations for these three Comparable Sites, the peak parking demand occurs during the morning hours on weekdays, and the Average Parking Utilization/Parking Supply Ratio was determined to be 1.27 spaces/DU.⁴ The Parking Ratio for the Project Parking Plan is 1.8 spaces/DU (i.e., $1.8 \times 336 = 604.8$ spaces rounded up to 606 spaces as requested).⁵ This represents a 14.16% reduction from the cord requirement of 708 spaces (i.e., $(706 - 606) / 706 = 14.16\%$) but is greater than that previously approved by the City of St. Cloud at 1.27. It appears that the analysis performed by staff believed it was based on the Roan Bridge parking determination when it was actually based on the St. Cloud Apartments.

The LDC Section 4.2.3(C) provides that “. . . if the parking demand of a listed use is subject to conditions and situations which would warrant a parking requirement other than those listed in Table 4.2.1, an applicant may apply to the city council for a determination of parking.”⁶ Thus, the City Council has power and authority to make parking determination of the Project.

To determine the parking needed for this Project, a six-prong analysis is provided for in LDC Section 1.3.2(D) as follows:

- a. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district. The Project is within walking distance to a bus route on E. Irlo Bronson Memorial Hwy, the Publix Super Market including pharmacy and grocery, Neptune Elementary School and employment opportunities. These special conditions and circumstances exist peculiar to this Project which are not commonly applicable to other properties.

² Parking Study, Page 9.

³ Parking Study, Page 9.

⁴ Parking Study, Page 18.

⁵ Parking Study, Page 18.

⁶ LDC §4.2.3(C).

b. The special conditions and circumstances do not result from the actions of the Developer. There is a joint pond on the site that the City received for Sergeant Graham Drive and this property is unique in that there is also a commercial site on the corner of Neptune Road and Sergeant Graham Drive that can help spur commercial on Neptune Road. The additional residents will insure this occurs on a faster timeline.

c. Literal interpretation of the provisions of these zoning regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of these zoning regulations and would work an unnecessary and undue hardship on the applicant. As previously stated, the three Comparable Sites are all apartments situated close to the Project. The proposed parking ratio of 1.8 space/DU is much higher than the average parking ratio at 1.27 space/DU for the Comparable Sites. The literal interpretation of the relevant LDC requiring 2 space/DU would deprive the Developer of reduced parking spaces commonly enjoyed by other properties that have less favorable factors to consider.

d. The variance or other action, if granted, is the minimum request that will make possible the reasonable use of the land, building, or structure. This request is the minimum request to keep the open space and recreation that makes this Project a quality multi-family site.

e. Granting the request will not confer on the applicant any special privilege that is denied by these zoning regulations to other lands, buildings, or structures in the same zoning district. As previously provided, the request for reduced parking space is within the 20% reduction authority authorized in LDC Section 4.2.3 to the City Manager or her designee and supported by data. Granting the request to the Developer will not confer on the Developer any special privilege.

f. The grant of the request will be in harmony with the general intent and purpose of these zoning regulations, will not be injurious to the neighborhood, or otherwise detrimental to the public welfare. The City's Key Focus Areas & Strategic Goals provide that it is the intent of the City to "[m]ake the City a desirable business location." The unnecessary requirement for potential overspill of demanded parking space could discourage development of the community, increase the costs for development and availability of certain housing for the City residents.

The LDC requirement presumably aims to ensure new residents have dedicated spaces for the vehicles without creating negative spillover on public parking close to the Project. Both the Parking Study and the ITE Parking Generation Manual shows that less than two (2) spaces are needed for each Mid-Rise Multifamily Housing Unit. The Parking Study shows the actual parking utilization rates in similar developments using data from the three Comparable Sites. To require

increased parking space for the Project will ultimately increase the costs to the Developer, which ultimately increases the costs for individual resident to afford a unit within the Project and may make the entire project not feasible.

A Parking Determination application has been filed with the Development Review Commission with Case No. PRK25-00004, which was denied on June 20, 2025 (the "Memorandum Report"), as more particularly described in **Exhibit "C"** attached hereto and incorporated herein by this reference. The reviewer determined it was based on a study that has not been approved, however this is incorrect. The methodology only was based on information that was provided the engineer from the City that was also provided to a project not yet approved. The data used is still relevant since there are not that many multi-family complexes within the City. The data used was from the project that received a parking variance. Developer is requesting the City Council to determine parking of the Project, particularly from the requirement of 706 parking spaces to 606 parking spaces.

Thank you for your consideration and the opportunity for this to be presented to the Council for review.

Sincerely,



Jo O. Thacker

Enclosures

EXHIBIT “A”
LDC TABLE 4.2.1

TABLE 4.2.1—Off-Street and Bicycle Parking		
Table of Minimum Requirements		
Use	Off-Street Parking	Bicycle Parking
RESIDENTIAL USES (Household and Group Living)		
Adult congregate living facility, sanitariums or convalescent homes	One space for each three beds	0
Multifamily	Two spaces per dwelling unit plus one additional space per ten units; except in CBD-1 and CDD-2 where one space per dwelling unit shall be required	10%
Retirement center	One space per dwelling unit plus parking as may be required for accessory uses in accordance with established standards	0
Roominghouses, boardinghouses, or dormitories	One space for each bedroom, plus one space per owner-manager	15%
Single-family, residential (attached or detached), duplex, townhouse, mobile home, or manufactured home	Four spaces per dwelling unit (two spaces in the garage or carport and two spaces in the driveway) plus one space per two dwelling units in designated on-street parking areas for visitor or short-term parking within the subdivision	0
NON-RESIDENTIAL USES (Excluding Industrial Uses, see below)		
Adult entertainment establishments	One space per 50 sq. ft. of gross floor area	10%
Auction house	One space for each patron seat	10%
Auditorium	One space for every five seats or one space for every 75 sq. ft. of gross floor area when there is no fixed seating	10%
Bowling alleys	Four spaces for each alley	10%
Churches, temples or places of worship *	One space for every four seats in the main auditorium	10%
Community center	Four spaces per 1,000 sq. ft.	20%
Fire or police department	One space for each two employees	10%
Funeral home	One space per 1,000 sq. ft. gross floor area	0
General commercial, retail, or personal service establishments	One space per 300 sq. ft. gross floor area; plus, one space per each 1,000 gross sq. ft. of lot or floor area used for display area for outdoor retail	6%
General office	One space per 300 sq. ft. gross floor area	10%
Golf course and accessory uses	Three spaces per golf hole plus spaces required for accessory uses	10%

TABLE 4.2.1—Off-Street and Bicycle Parking
Table of Minimum Requirements

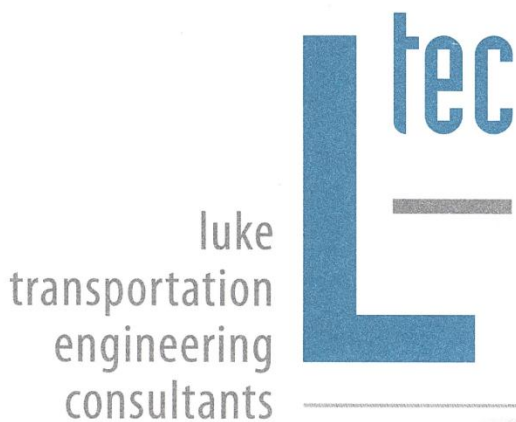
Use	Off-Street Parking	Bicycle Parking
Gymnasium, health spa	One space per 200 sq. ft. gross floor area	20%
Hospitals	Two spaces for each bed	10%
Hotel, motel, or hotel apartments	1.2 spaces per guest unit plus parking as may be required for accessory uses in accordance with established standards	0
Libraries and museums	One space for each 200 gross sq. ft. of area open to the public	25%
Lodges or fraternal clubs	One space for each four members based upon maximum occupancy load	0
Lumberyards	One space per 400 gross sq. ft. of building area	0
Machinery sales **	One space per 500 sq. ft. of enclosed sales/rental floor area, plus one space per 2,500 gross sq. ft. of open sales/rental display lot area	0
Mini-warehouses	No parking required provided no office facilities are available (see loading zone requirements); office facilities shall require one space per 200 gross square footage of office area	0
Nursery schools, kindergartens and day care centers	One space per every five persons based on maximum capacity plus bus accommodations, if applicable	20%
Recreation, indoor/outdoor	One space for each 200 square feet of gross floor area of building plus one space for each 1,000 square feet of ground area devoted to such use, or one space per every three persons the facility is designed to accommodate when used to maximum capacity, whichever is greater.	25%
Restaurants ***	One space per every three seats based on maximum capacity	20%
Restaurants, fast food ***	One space for each 100 gross square footage of building	10%
Schools, elementary, middle, grade center or junior high levels	Two spaces for each classroom or office room, plus one space for each three seats, whether temporary or permanent, in any auditorium, gymnasium, cafeteria or places of assembly	50%
Schools, senior high	Five spaces for each classroom or office room, plus two spaces for each three seats in any gymnasium with permanent or temporary bleachers; or auditorium with permanent seating, plus two spaces for each three seats in any stadium where parking otherwise required cannot be used for stadium events	25%

TABLE 4.2.1—Off-Street and Bicycle Parking Table of Minimum Requirements		
Use	Off-Street Parking	Bicycle Parking
Schools, vocational, trade, business or college	One space for each five classroom seats, plus one space for each three seats in an auditorium or place of assembly	25%
Shopping centers	One space per 300 sq. ft. gross floor area	3%
Stadiums and arenas	One space for each three seats, plus one space for each 25 square feet of gross floor area for exhibits or portable seating	25%
Theater or other entertainment establishments	One space per three seats maximum capacity	10%
Vehicle repair uses	Two spaces per bay (service bay is not a parking space) plus one space per 200 sq. ft. of sales area	0
INDUSTRIAL USES		
Contractor yard	Minimum of three spaces or one space per vehicle operating from the facility, whichever is greater	0
Manufacturing	One space for each 500 square feet of gross manufacturing floor area, plus one space for each 200 square feet of gross floor area for office space	0
Mini-warehouses	No parking required provided no office facilities are available (see loading zone requirements); office facilities shall require one space per 200 square feet gross floor area of office area	0
Multi-tenant industrial uses	Two spaces for each 500 square feet of gross floor area	0
Research or development	Two spaces for each 500 square feet of gross floor area	0
Schools, vocational, trade, business or college	One space for each five classroom seats, plus one space for each three seats in an auditorium or place of assembly	25%
Warehouses and storage facilities	Two spaces per 1,200 gross square feet plus one space per bay	0

DEVELOPMENT REVIEW SUMMARIES	
PLN: Planning	Parking Calculations: Justification appears consistent with applicable code provisions and supported by parking demand analysis, and the ITE parking generation manual and parking survey data meeting national demand standards. The site data table provided on the conceptual plan was too pixelated to determine if the appropriate number of bicycle parking was calculated.
LSC: Landscape (N/A)	
TRN: Transportation	1. Provide Sketch, in accordance with the Parking Determination Requirements Checklist. 2. Neptune Rd Apartments are proposing 336 dwelling units. 3. Verified the Parking Study LDC Parking Calculation of (2 spaces per unit + 1 space for every 10 units) = $(2 \times 336) + 34 = 706$ parking spaces required. 4. Verified ITE land use code of 221 (Mid-Rise Multifamily Housing) 5. 85th Percentile parking demand ratio of 1.45 per dwelling unit per ITE Parking Generation Manual, 6th Edition. 6. The applicant is proposing 606 spaces. 7. Using 606 spaces that are proposed, divided by 706 spaces required by the LDC = 0.8584% a. $100\% - 0.8584\% = 14.16\%$ reduction b. 14.16% is less than the 20% variance threshold 8. Conclusion: The 606 parking spaces that are proposed exceed the ITE 85th Percentile demand of $(1.45 \times 336 =) 488$ spaces and falls below the maximum 20% variance from the LDC.

June 2025

**PARKING DEMAND ANALYSIS
NEPTUNE ROAD MULTI-FAMILY
RESIDENTIAL SITE
ST. CLOUD, FLORIDA**



LTEC № 23-2002

PARKING DEMAND ANALYSIS

ROAN BRIDGE APARTMENTS COMPONENT

ST. CLOUD, FLORIDA

Prepared for:
Preferred Vista, LLC
217 NE 4th St.
Delray Beach FL 33444

Prepared by:
Luke Transportation Engineering Consultants
P. O. Box 941556
Maitland, Florida 32794-1556
407-423-8055
www.Ltec-FL.com

June 2025

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INTRODUCTION

Purpose

The Neptune Road Multi-family Residential Site (“Project”) is oriented northeast of Neptune Road & Sergeant Graham Drive in St. Cloud. **Figure 1** provides the Project Location Map. Luke Transportation Engineering Consultants, Inc., (LTEC) has recently completed a traffic impact analysis (TIA) report for the Project, which was submitted to the City for review in February 2025.

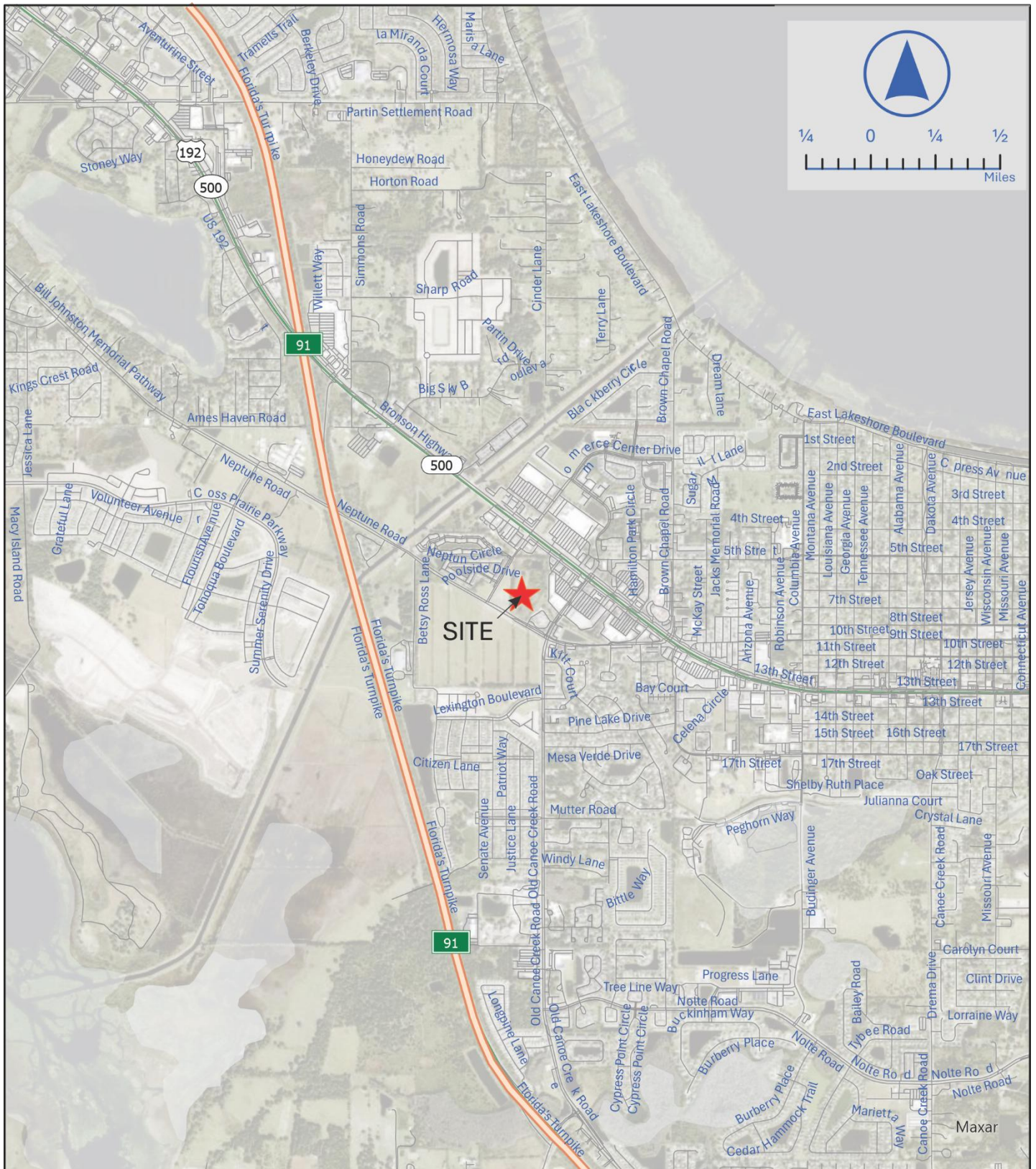
As part of the development application, the Project Developer proposes a parking plan that will involve a reduction/variance to the requirements from the City code requirements to support the proposed 336 Apartment units. A proposed Parking Demand Analysis Methodology was submitted to the City for review in March 2025. This report utilizes that proposed Methodology and documents the Parking Demand Analysis completed for the Project. **Figure 2** shows the Project site plan, indicating the component of the plan containing the Apartments.

Methodology

This proposed Parking Demand Analysis Methodology (March 2025) is consistent with the study previously completed for the St. Cloud Apartments development, by TMC (March 2023). This study was provided by the City to utilize as an example to utilize in the preparation of another (Roan Bridge Mixed Use Development- Apartments Component) the Parking Demand Analysis Report for the Project. The previous study involved the following components:

- Comparison to the parking requirements per the adopted City code to the proposed parking plan.
- Review of parking requirements based on the ITE Parking Generation Manual
- A summary of observed demands for three (3) developments similar to the apartment plan for that study
- An evaluation of the ITE Parking Generation Manual and the observed parking demands for the comparable developments, and application of the study parking requirements to the study site parking plan.

The proposed Methodology to support the parking plan for the Neptune Road Multi-family Residential Site is consistent with the assumptions and approach from the previous, approved parking study (March 2023).

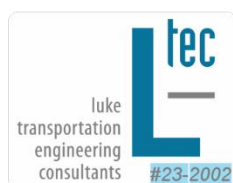


Neptune Road Multifamily Residential Site Parking Demand Analysis

City of St. Cloud, Osceola County, Florida

Site Location

Figure 1



Neptune Road Multi-family Residential Site Parking Plan & Code Requirements

The proposed plan for the Project is 336 apartment units. The City code requirements are 2 spaces per apartment unit + 1 space for every 10 apartment units. Based on the City's code requirements, the 336 apartment units would require a total of 706 parking spaces. The specific City Code requirements are based on Division 18 section 3.18.5 Table III-8 of the City of St. Cloud Land Development Code (LDC). The requirements are included in **Attachment A**.

Proposed Project Parking Plan Code Requirements:

336 dwelling units x 2 parking spaces/unit = 672 parking spaces

1 additional parking space/10 units = 34 parking spaces

672 parking spaces + 34 additional parking spaces = **706 parking spaces**

The City code (LDC 4.2.3.B.4) also states: "The city manager or his designee may grant up to a 20 percent reduction of the off-street parking requirements as identified in Table 4.2.1. The request shall be supported by a parking study completed by a traffic engineer."

The Project developer parking plan proposes that the 336 apartment units be developed with a total of 606 parking spaces. This represents a 14.16% reduction from the code requirement (parking reduction from 706 spaces to 606 spaces).

Based on the submitted Project Parking Demand Analysis Methodology (3/24/25- see **Attachment B**), the approach to assess the parking requirements for the Project plan using an approach consistent with the previously approved Parking Demand Analysis for the St. Cloud Apartments. This approach provides a comparison of the parking needs for the Project to the requirements based on the ITE source, and to the parking requirements based on the survey data from the approved Parking Demand Analysis for the St. Cloud Apartments. The approach for this study applies the parking survey data from the three (3) existing residential apartment developments in St. Cloud, compiled in March 2023, to support the parking plan for the Roan Bridge Apartments Component. This analysis utilized data from the study completed for the St. Cloud Apartments development, by TMC (March 2023). This previous study was previously approved by the City and provided by City staff for use in the approach for this Project.

Application of ITE Parking Generation

The Institute of Transportation Engineers (ITE) in the Parking Generation Manual, 5th Edition was reviewed to provide a basis for the Project parking requirements. Applying the ITE standards and definitions, the proposed Project was assumed to be classified as Mid-Rise Multifamily Housing, Land Use Code (LDC) 221, which includes “apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and with three to 10 levels (floors) of residence.” The ITE data is broken down between categories that include: Center City Core, Dense Urban, and General Urban/Suburban area types and provides data for proximity by transit. The description applied for the Project was suburban and not served by transit. The parking requirements obtained from ITE LUC 221 provides for an average parking demand ratio of 1.3 parking spaces per dwelling unit. The applicable section from the ITE source is as **Attachment C**.

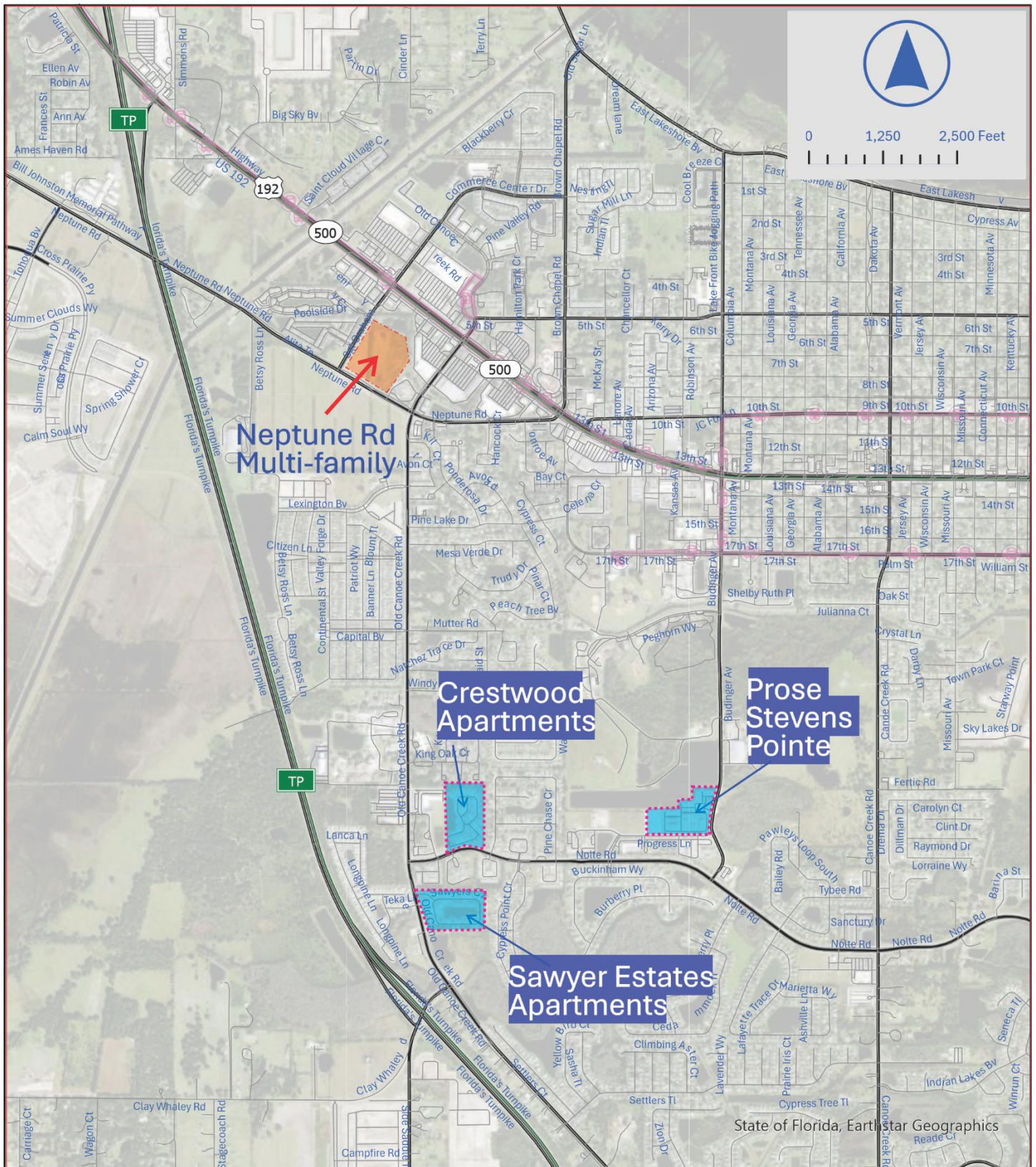
Using the ITE observed parking demand ratio, the proposed Project plan would require 437 parking spaces (336 units x 1.3 spaces/unit = 437 parking spaces).

Comparison to Existing Similar Apartments Developments

Parking survey data for three (3) existing apartment developments within the City of St. Cloud was assembled from the previous, approved study provided by the City. The existing apartment developments are: Sawyer Estates Apartments (located at 4201 Sawyer Circle), Crestwood Apartments (located at 3121 Crestwood Circle), and Prose Stevens Pointe (located at 3010 Camber Drive). These existing developments were deemed to be determined to be similar to the proposed Project, and appropriate for use to base parking demands that would be comparable to the proposed Project. **Figure 3** indicates the general locations of these comparable existing developments to the proposed Project location.

The following compares pertinent characteristics for the proposed Project Site and Comparable Sites 1 – 3:

- Proposed Project Site- – Neptune Road Multi-family Residential Site proposes 336 apartments, which is located northeast of Neptune Road & Sergeant Graham Drive. The site plan is provided in Figure 2 above.
- Comparable Site 1 – Sawyer Estates Apartments, located at 4201 Sawyer Circle, is a multifamily residential development with 192 dwelling units with 100% occupancy (at time of March 2023 survey), and 232 parking spaces. The location of the Sawyer Estates Apartments is provided in **Figure 4**.



Neptune Road Multifamily Residential Site Parking Demand Analysis

City of St. Cloud, Osceola County, Florida

Location of Project and Three (3) Other Apartment Sites

Figure 3



Neptune Road Multifamily Residential Site Parking Demand Analysis

City of St. Cloud, Osceola County, Florida
 Comparable Project Site Plan:
 1 - Sawyer Estates Apartments

Figure 4

- Comparable Site 2 – Crestwood Apartments at 3121 Crestwood Circle, is a multifamily residential development with 216 dwelling units with 100% occupancy (at time of March 2023 survey), and 545 parking spaces. The location of the Crestwood Apartments is shown in **Figure 5**.
- Comparable Site 3 – Prose Stevens Pointe is located at 3010 Camber Drive, is a multifamily residential development with 264 dwelling units with 90% occupancy (at time of March 2023 survey), and 420 parking spaces. The location of the Sawyer Estates Apartments is provided in **Figure 6**.

The analysis for the proposed Project applied parking demand observations that were performed as part of the previous, approved study.

Comparable Site 1- Sawyer Estates Apartments Parking Demand Observations

The observations for Comparable Site 1 were conducted during the peak period (11:00 pm to 3:00 am) on March 9, 2023. The total parking supply was verified to be 232 parking spaces. Parking utilization was observed in increments of 15 minutes, or 4 observations per hour. The survey identified the total number of vacant parking spots. The parking observations are summarized in **Figure 7** and the detailed counts are included in **Attachment D**. The survey observed demand was based on 100% full occupancy at Comparable Site 1. The parking demand calculations are summarized in **Table 1**.

Table 1
Observed Parking Demand
Sawyer Estates Apartments

Time (Begin)	Observed Demand	Full Occupancy Adjustment
11:00 PM	139	139
12:00 AM	146	146
1:00 AM	146	146
2:00 AM	148	148
Peak	148	148
Peak Parking Ratio		0.771

The survey found that that the peak observed parking demand is 148 parked vehicles for Comparable Site 1 containing 192 units (factor = 1.0 due to 100% occupancy). The peak observed parking demand ratio was determined to 0.77 parking spaces/apartment unit.

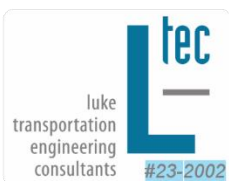


Neptune Road Multifamily Residential Site Parking Demand Analysis

City of St. Cloud, Osceola County, Florida

*Comparable Project Site Plan:
2 - Crestwood Apartments*

Figure 5





Neptune Road Multifamily Residential Site Parking Demand Analysis

City of St. Cloud, Osceola County, Florida

*Comparable Project Site Plan:
3 - Prose Stevens Pointe*

Figure 6

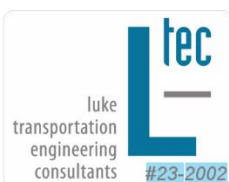
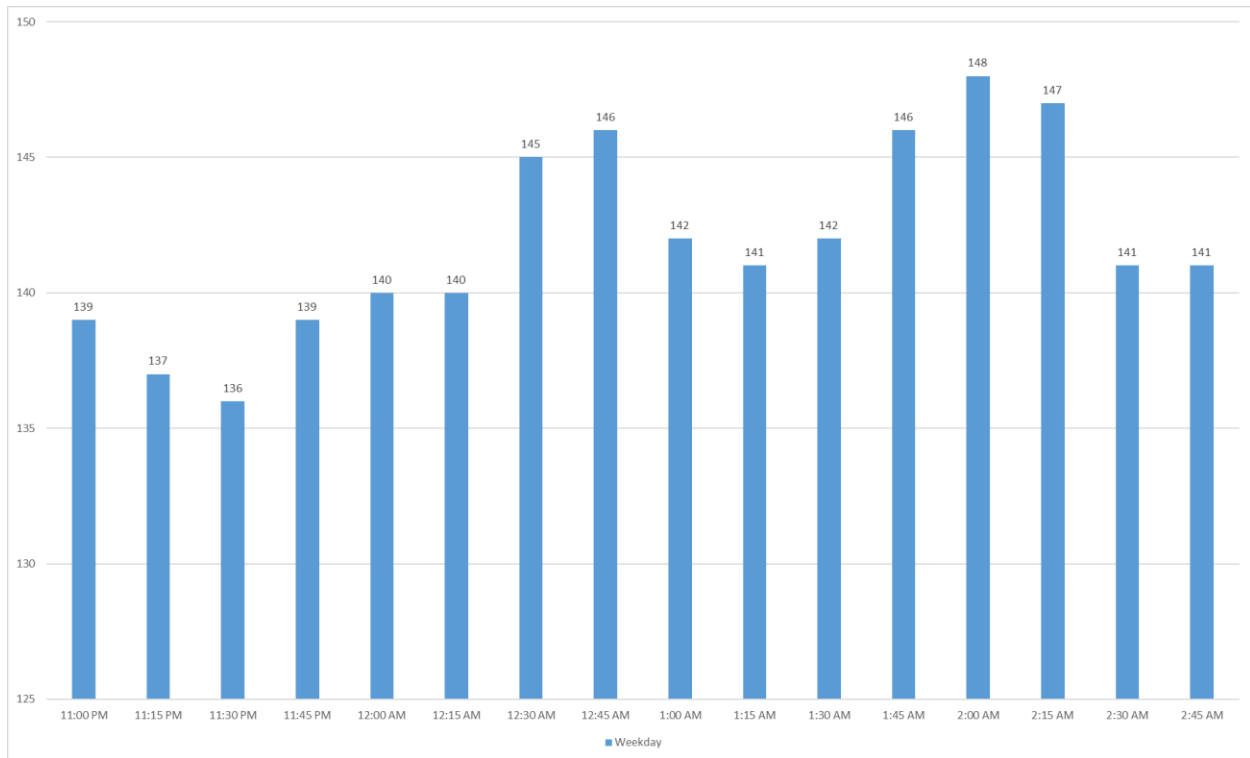


Figure 7
Sawyer Estates Apartments
Observed Parking Demand



Comparable Site 2- Crestwood Apartments Parking Demand Observations

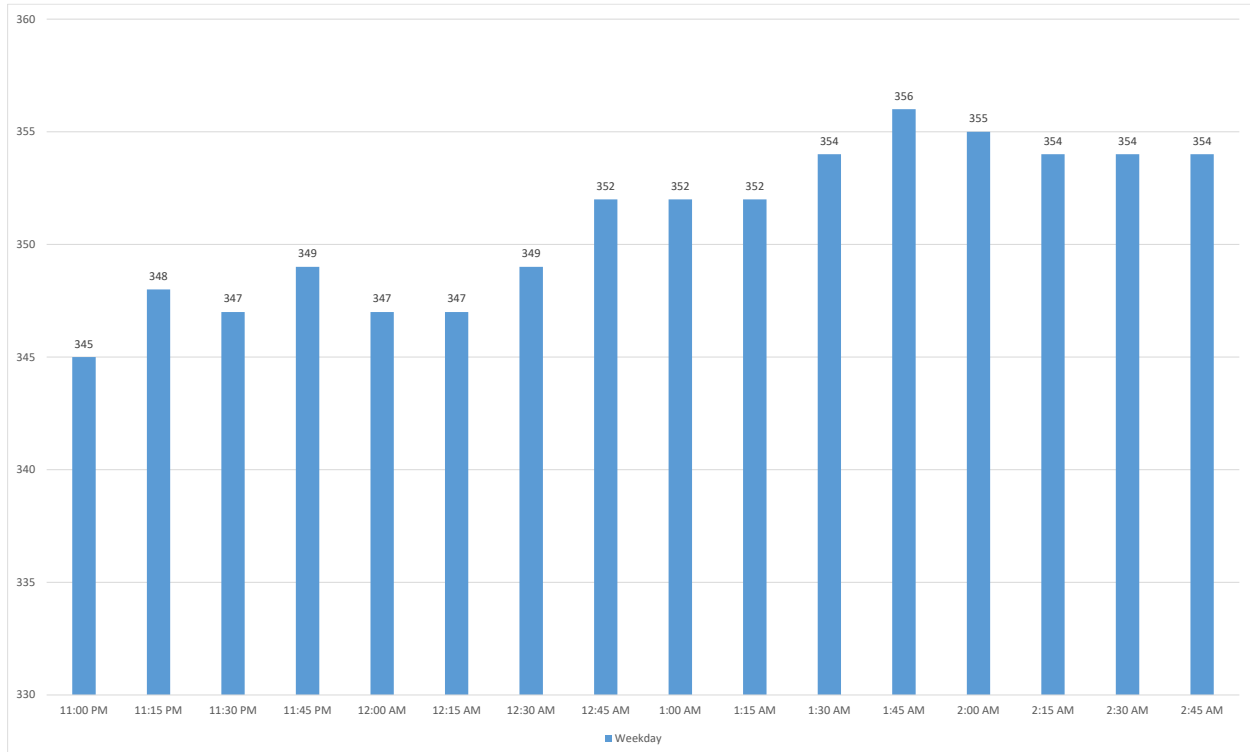
Parking demand observations for Comparable Site 2 were collected during the peak period (11:00 pm to 3:00 am) on March 7, 2023. During the observation period, the total parking supply was verified to be 545 parking spaces. The format of the data collected was the same as for Comparable Site 1, involving survey of the total number of vacant parking spots. The parking observations from that survey are provided in **Figure 8** and the detailed counts are included in **Attachment E**. The parking demand calculations are summarized in **Table 2**.

Table 2
Observed Parking Demand
Crestwood Apartments

Time (Begin)	Observed Demand	Full Occupancy Adjustment
11:00 PM	349	349
12:00 AM	352	352
1:00 AM	356	356
2:00 AM	355	355
Peak	356	356
Peak Parking Ratio		1.65

The survey determined that the peak observed parking demand (factor = 1.0 due to 100% occupancy) is 356 parked vehicles for Comparable site 1 containing 216 units. The peak observed parking demand ratio is 1.65 parking spaces/apartment unit.

Figure 8
Crestwood Apartments
Observed Parking Demand



Comparable Site 3- Prose Stevens Pointe Parking Demand Observations

The survey was completed for Comparable Site 3 during the peak period (11:00 pm to 3:00 am) on March 8, 2023. Based on the survey, the total parking supply was verified to be 420 parking spaces. Parking utilization was observed in increments of 15 minutes, or 4 observations per hour. The survey identified the total number of vacant parking spots. The parking observations are provided in **Figure 9** and the detailed counts are included in the **Attachment F**.

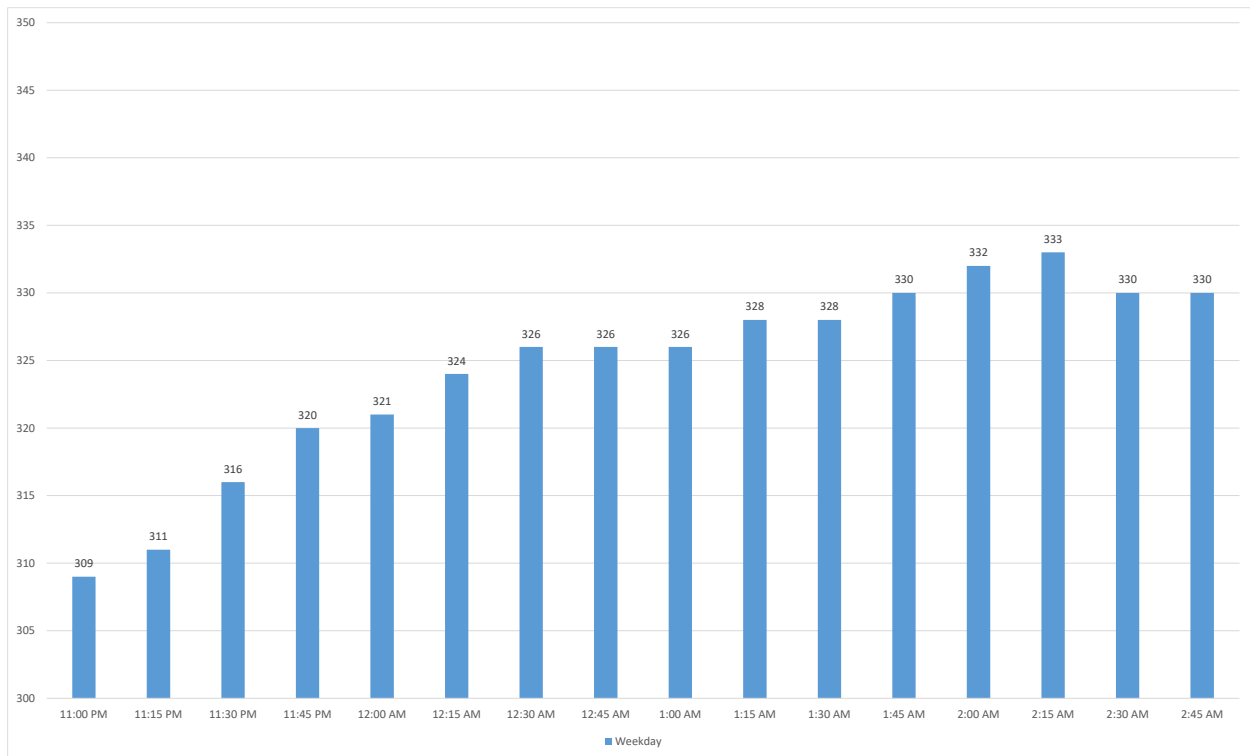
The observed parking demand for Comparable site 3 included an adjustment for full occupancy using a factor of 1.10 to reflect the 90% occupancy rate at this complex during the survey data collection. The resulting parking demand calculations are summarized in **Table 3**.

Table 3
Observed Parking Demand
Prose Stevens Pointe

Time (Begin)	Observed Demand	Full Occupancy Adjustment
11:00 PM	320	352
12:00 AM	326	359
1:00 AM	330	363
2:00 AM	333	366
Peak	333	366
Peak Parking Ratio		1.39

The survey determined that the adjusted peak observed parking demand was 366 parked vehicles for Comparable Site 3, which included 264 units. The peak observed parking demand ratio was 1.39 parking spaces/apartment unit.

Figure 9
Prose Stevens Pointe
Observed Parking Demand



FINDINGS AND CONCLUSIONS

The following provides the findings and conclusions developed based on the Parking Demand Analysis completed for the Project (Neptune Road Multi-family Residential Site), to support the proposed Project plan. The proposed Project plan includes 336 Apartment units. The Project developer proposes that the 336 apartment units be developed with a total of 606 parking spaces. This represents a 14.16% reduction from the code requirement (parking reduction from 706 spaces to 606 spaces).

Design Parking Demand and Parking Ratio Findings

Based on the documented parking demand observations for the three Comparable Sites, the peak parking demand occurs during the morning hours on weekdays. **Table 4** summarizes the adjusted, observed parking demands, the Parking Utilization/Parking Supply Ratio, and Average Parking Utilization/Parking Supply Ratio. The Average Parking Utilization/Parking Supply Ratio was determined to be 1.27 spaces/DU.

This finding is generally consistent with the data from the ITE Parking Generation Manual (less than 2 spaces/Mid-Rise Multifamily Housing Unit).

Application to the Project Parking Plan

Comparing the Average Parking Utilization/Parking Supply Ratio of 1.27 spaces/DU determined from the study of the three Comparable Sites, the Project parking plan proposes 336 units to be supported by 606 spaces. The Parking Ratio for the Project Parking Plan is 1.80 spaces/DU (606/336). Therefore, the provided Parking Ratio for the Project Parking Plan (1.80 spaces/DU) exceeds the observed Average Parking Utilization/Parking Supply Ratio for the Comparable Sites (1.27 spaces/DU).

Table 4
Design Parking Ratio

	Sawyer Estates Apartments	Crestwood Apartments	Prose Stevens Pointe
Number of Units (DU)	192	216	264
Parking Available	232	545	420
Parking Supply Ratio (spaces/DU)	1.21	2.52	1.59
Adjusted Observed Parking Demand (spaces)	148	356	366
Observed Parking Ratio (spaces/DU)	0.77	1.65	1.39
Average Parking Ratio (Spaces/DU)			1.27

Based on the results of this analysis and shared parking opportunities, the proposed Project Parking Plan (606 spaces serving 336 Apartment units) should adequately serve the proposed Project uses.

Attachment A – City Code

3.18.5. - Off-street loading and unloading area requirement.

On the same premises with every building, structure or part thereof, erected and occupied, and any use which requires deliveries and is involved in the receipt or distribution by vehicles of materials or merchandise, shall provide and maintain on the lot adequate space for the maneuvering, standing, loading, and unloading services in order to avoid undue interference with public use of the streets or alleys. Such locations are subject to review and approval by the city manager or his designee.

- A. *Off-street loading and unloading space defined.* An open, hard-surfaced area, other than a street or public way, the principal use of which is for standing, loading and unloading of motor trucks tractors and trailers. Such space shall not be less than 12 feet in width, 45 feet in length and 14 feet in height, exclusive of access aisles and maneuvering space.
- B. *Criteria specified.* For every building or structure or part thereof having an area 4,000 square feet or less of building floor area and used for the purposes mentioned above, loading and unloading required spaces shall be determined by the city manager or his designee. For every building or structure or part thereof having an area 4,000 square feet or more of building floor area when used for the purposes mentioned above, off-street loading and unloading spaces shall be provided in accordance with the following guidelines, with a minimum of one space required:

Category	Gross Floor Area and Spaces Required
A minimum of one space shall be required.	
Manufacturing, Warehouse, or Service Establishments	1 space per 40,000 square feet gross floor area
Retail Sales	1 space per 25,000 square feet gross floor area
Commercial Recreation	1 space per 50,000 square feet gross floor area

TABLE III-8		
OFF-STREET AND BICYCLE PARKING		
TABLE OF MINIMUM REQUIREMENTS		
Use	Off-Street Parking	Bicycle Parking

Adult congregate living facility, sanitariums or convalescent homes	One space for each three beds	0
Adult entertainment establishments	One space per 50 sq. ft. of gross floor area	10%
Auction house	One space for each patron seat	10%
Auditorium	One space for every five seats or one space for every 75 sq. ft. of gross floor area when there is no fixed seating	10%
Bowling alleys	Four spaces for each alley	10%
Churches, temples or places of worship*	One space for every four seats in the main auditorium	10%
Community center	Four spaces per 1,000 sq. ft.	20%
Fire or police department	One space for each two employees	10%
Funeral home	One space per 1,000 sq. ft. gross floor area	0
General commercial, retail, or personal service establishments	One space per 300 sq. ft. gross floor area; plus, one space per each 1,000 gross sq. ft. of lot or floor area used for display area for outdoor retail	6%
General office	One space per 300 sq. ft. gross floor area	10%
Golf course and accessory uses	Three spaces per golf hole plus spaces required for accessory uses	10%

Gymnasium, health spa	One space per 200 sq. ft. gross floor area	20%
Hospitals	Two spaces for each bed	10%
Hotel, motel, or hotel apartments	1.2 spaces per guest unit plus parking as may be required for accessory uses in accordance with established standards	0
Libraries and museums	One space for each 200 gross sq. ft. of area open to the public	25%
Lodges or fraternal clubs	One space for each four members based upon maximum occupancy load	0
Lumberyards	One space per 400 gross sq. ft. of building area	0
Machinery sales**	One space per 500 sq. ft. of enclosed sales/rental floor area, plus one space per 2,500 gross sq. ft. of open sales/rental display lot area	0
Mini-warehouses	No parking required provided no office facilities are available (see loading zone requirements); office facilities shall require one space per 200 gross square footage of office area	0
Multifamily	Two spaces per dwelling unit plus one additional space per ten units; except in CBD-1 and CDD-2 where one space per dwelling unit shall be required	10%

Nursery schools, kindergartens and day care centers	One space per every five persons based on maximum capacity plus bus accommodations, if applicable	20%
Recreation, indoor/outdoor	One space for each 200 square feet of gross floor area of building plus one space for each 1,000 square feet of ground area devoted to such use, or one space per every three persons the facility is designed to accommodate when used to maximum capacity, whichever is greater.	25%
Retirement center	One space per dwelling unit plus parking as may be required for accessory uses in accordance with established standards	0
Roominghouses, boardinghouses, or dormitories	One space for each bedroom, plus one space per owner-manager	15%
Restaurants***	One space per every three seats based on maximum capacity	20%
Restaurants, fast food***	One space for each 100 gross square footage of building	10%
Schools, elementary, middle, grade center or junior high levels	Two spaces for each classroom or office room, plus one space for each three seats, whether temporary or permanent, in any auditorium, gymnasium, cafeteria or places of assembly	50%

Schools, senior high	Five spaces for each classroom or office room, plus two spaces for each three seats in any gymnasium with permanent or temporary bleachers; or auditorium with permanent seating, plus two spaces for each three seats in any stadium where parking otherwise required cannot be used for stadium events	25%
Schools, vocational, trade, business or college	One space for each five classroom seats, plus one space for each three seats in an auditorium or place of assembly	25%
Shopping centers	One space per 300 sq. ft. gross floor area	3%
Single-family, residential (attached or detached), duplex, mobile home, or manufactured home	Four spaces per dwelling unit (two spaces in the garage or carport and two spaces in the driveway) plus one space per two dwelling units in designated on-street parking areas for visitor or short-term parking within the subdivision	0
Stadiums and arenas	One space for each three seats, plus one space for each 25 square feet of gross floor area for exhibits or portable seating	25%
Theater or other entertainment establishments	One space per three seats maximum capacity	10%

Vehicle repair uses	Two spaces per bay (service bay is not a parking space) plus one space per 200 sq. ft. of sales area	0
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*Because religious observances often occur at times when other land uses are not in operation, it is acceptable to reduce, up to 50 percent of the required amount of parking, provided the place of worship is located within 500 feet of any public parking lot or any commercial parking lot where sufficient spaces are available by permission of the owner(s) during the time of services to make up the additional spaces required.

**Means the sale of trucks, boats, farm machinery, construction equipment, and related items.

***Outdoor dining area square footage or seating shall be used in addition to restaurant floor area to calculate parking space requirements.

(Ord. No. 2005-158, § 13(table III-8), 12-15-2005; Ord. No. 2010-08, § 2(Exh. B), 6-24-2010; Ord. No. 2015-09, § 3, 2-26-2015; Ord. No. 2017-07, § VI, 2-23-2017)

INDUSTRIAL USES		
Use	Off-Street Parking	Bicycle Parking
Contractor yard	Minimum of three spaces or one space per vehicle operating from the facility, whichever is greater	0
Manufacturing	One space for each 500 square feet of gross manufacturing floor area, plus one space for each 200 square feet of gross floor area for office space	0

Mini-warehouses	No parking required provided no office facilities are available (see loading zone requirements); office facilities shall require one space per 200 square feet gross floor area of office area	0
Multi-tenant industrial uses	Two spaces for each 500 square feet of gross floor area	0
Research or development	Two spaces for each 500 square feet of gross floor area	0
Schools, vocational, trade, business or college	One space for each five classroom seats, plus one space for each three seats in an auditorium or place of assembly	25%
Warehouses and storage facilities	Two spaces per 1,200 gross square feet plus one space per bay	0

(Ord. No. 2005-84, 8-11-2005)

Attachment B – Methodology

MEMORANDUM

TO: Carol Zepeda
Cameron Crandell
FROM: J. Anthony Luke, P.E.
DATE: March 24, 2025
RE: Neptune Road Multi-family – Residential Site Parking Study – St. Cloud, Florida
Proposed Parking Demand Analysis Methodology Ltec № 23-2002

This summarizes the proposed Parking Demand Analysis Methodology for the proposed Neptune Road Multi-family Residential Site, in St. Cloud. The Neptune Road Multi-family Residential Site ("Project") is oriented northeast of Neptune Road & Sergeant Graham Drive in St. Cloud. Luke Transportation Engineering Consultants, Inc., (Ltec) recently completed a traffic impact analysis (TIA) report for the Project, which was submitted to the City staff in February 2025 as part of the development application. This Methodology is consistent with other parking studies recently submitted to the City, based on past direction from City staff.

The Project Developer proposes a parking plan that will involve a reduction/variance to the requirements from the City code requirements. The proposed Project plan contains 336 apartment units (mid-rise). This memorandum summarizes the proposed methodology for the parking study to be completed for the Project. The site location is shown in **Figure 1**. **Figure 2** shows the Project site plan.

This proposed Methodology is consistent with the study completed for the St. Cloud Apartments development, by TMC (March 2023). This study was provided by the City to utilize as an example to utilize in the preparation of the study for the Project. The previous study involved the following components:

- Comparison to the parking requirements per the adopted City code to the proposed parking plan.
- Review of parking requirements based on the ITE Parking Generation Manual
- A summary of observed demands for three (3) developments similar to the apartment plan for that study
- An evaluation of the ITE Parking Generation Manual and the observed parking demands for the comparable developments, and application of the study parking requirements to the study site parking plan.

The proposed Methodology to support the parking plan for the Project is consistent with the assumptions and approach from the previous, approved parking study.

[mailing address] po box 961556 maitland florida 32786-1556 • 29 east pine street ocala florida 32801 [phone] 407 423 8355 [fax] 407 423 8322

Project Parking Plan

The proposed plan for the Project is 336 units, with 606 parking spaces provided. The City code requirements (2 spaces per apartment unit + 1 space for every 10 apartment units) results in a requirement of 706 parking spaces. Therefore, this parking study is proposed to support a reduction from 706 spaces to 606 spaces (14.16% reduction).

Parking Demand Analysis Assumptions and Approach

The previously-approved Parking Demand Analysis for the St. Cloud Apartments utilized a methodology that provided data from the ITE Parking Generation Manual and parking survey data collected from three (3) existing residential apartment developments in St. Cloud (surveys completed March 2023).

The proposed approach to assess the parking requirements for the Project using an approach consistent with the Parking Demand Analysis for the St. Cloud Apartments. This approach would provide a comparison of the parking needs for the Project to the requirements based on the ITE source, and to the parking requirements based on the survey data from the approved Parking Demand Analysis for the St. Cloud Apartments. The proposed approach for this study is to apply the parking survey data from the three (3) existing residential apartment developments in St. Cloud, compiled in March 2023, to support the parking plan for the proposed Project.

The parking study will also correlate the study findings with the City parking requirements under LDC 4.2.1. (Two spaces per dwelling unit plus one additional space per ten units; except in CBD-1 and CDD-2 where one space per dwelling unit shall be required). The parking study will also include the percentage reduction from the requirement that will be requested based on this study.

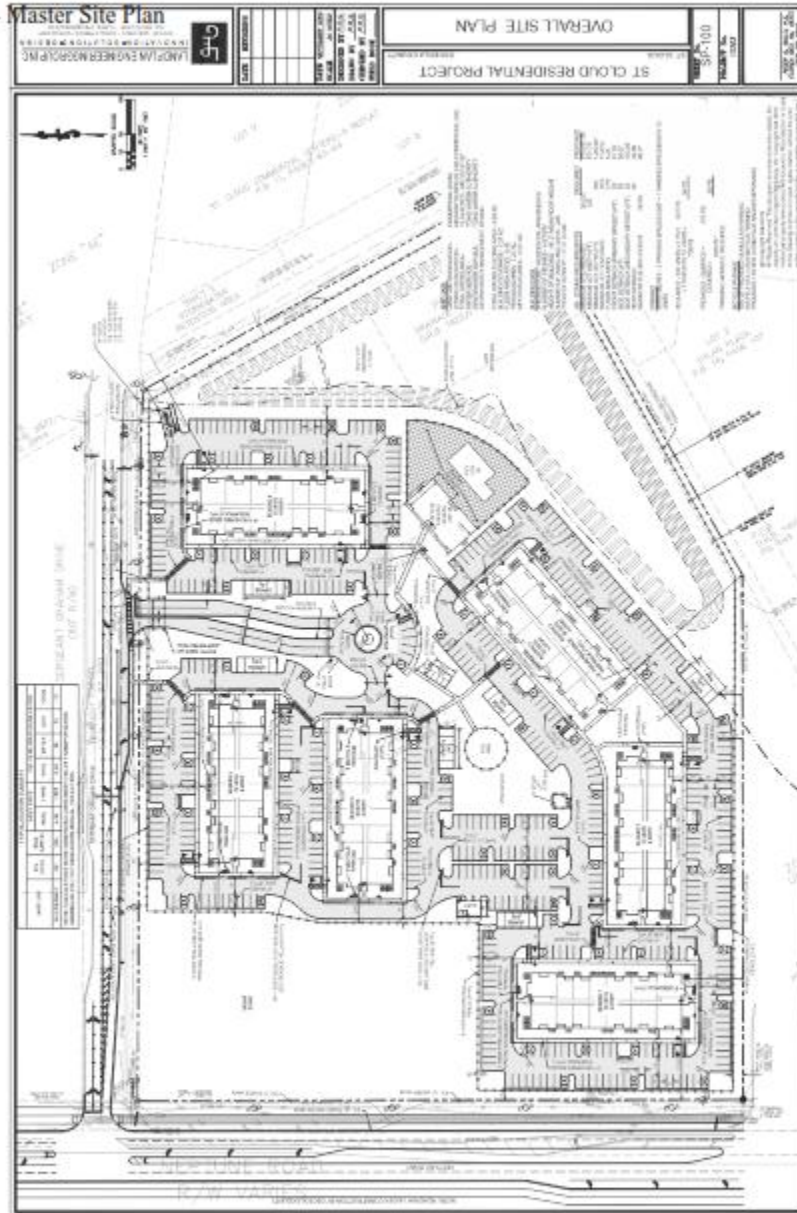
Please advise our office of any questions or comments you have after you've had an opportunity to review this proposed Parking Demand Analysis Methodology Summary to support the parking plan for the Project.

c.c. Thomas Speno
Paul Rhoads

[mailing address] po box 841556 maitland florida 32786-1556 • 29 eads (pine street) orlando florida 32801 [phone] 407 423 8355 [fax] 407 423 8322



Fig 2- Master Site Plan



Neptune Road Multifamily Residential Site Parking Demand Analysis

City of St. Cloud, Osceola County, Florida

Conceptual Site Plan

Figure 2

[mailing address] po box 841556 maitland florida 32786-1556 • 29 east glenn street maitland florida 32801 [phone] 407 425 8355 [fax] 407 425 8322

Attachment C – ITE Information

Land Use: 221

Multifamily Housing (Mid-Rise)

Description

Mid-rise multifamily housing includes apartments and condominiums located in a building that has between four and 10 floors of living space. Access to individual dwelling units is through an outside building entrance, a lobby, elevator, and a set of hallways.

Multifamily housing (low-rise) (Land Use 220), multifamily housing (high-rise) (Land Use 222), off-campus student apartment (mid-rise) (Land Use 226), and mid-rise residential with ground-floor commercial (Land Use 231) are related land uses.

Land Use Subcategory

Data are presented for two subcategories for this land use: (1) not close to rail transit and (2) close to rail transit. A site is considered close to rail transit if the walking distance between the residential site entrance and the closest rail transit station entrance is ½ mile or less.

Additional Data

For the six sites for which both the number of residents and the number of occupied dwelling units were available, there were an average of 2.5 residents per occupied dwelling unit.

For the five sites for which the numbers of both total dwelling units and occupied dwelling units were available, an average of 96 percent of the total dwelling units were occupied.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

It is expected that the number of bedrooms and number of residents are likely correlated to the trips generated by a residential site. To assist in future analysis, trip generation studies of all multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex).

The sites were surveyed in the 1990s, the 2000s, the 2010s, and the 2020s in Alberta (CAN), California, District of Columbia, Florida, Georgia, Illinois, Maryland, Massachusetts, Minnesota, Montana, New Jersey, New York, Ontario (CAN), Oregon, Utah, and Virginia.

Source Numbers

168, 188, 204, 305, 306, 321, 818, 857, 862, 866, 901, 904, 910, 949, 951, 959, 963, 964, 966, 967, 969, 970, 1004, 1014, 1022, 1023, 1025, 1031, 1032, 1035, 1047, 1056, 1057, 1058, 1071, 1076



General Urban/Suburban and Rural (Land Uses 000–399) 273

Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 11

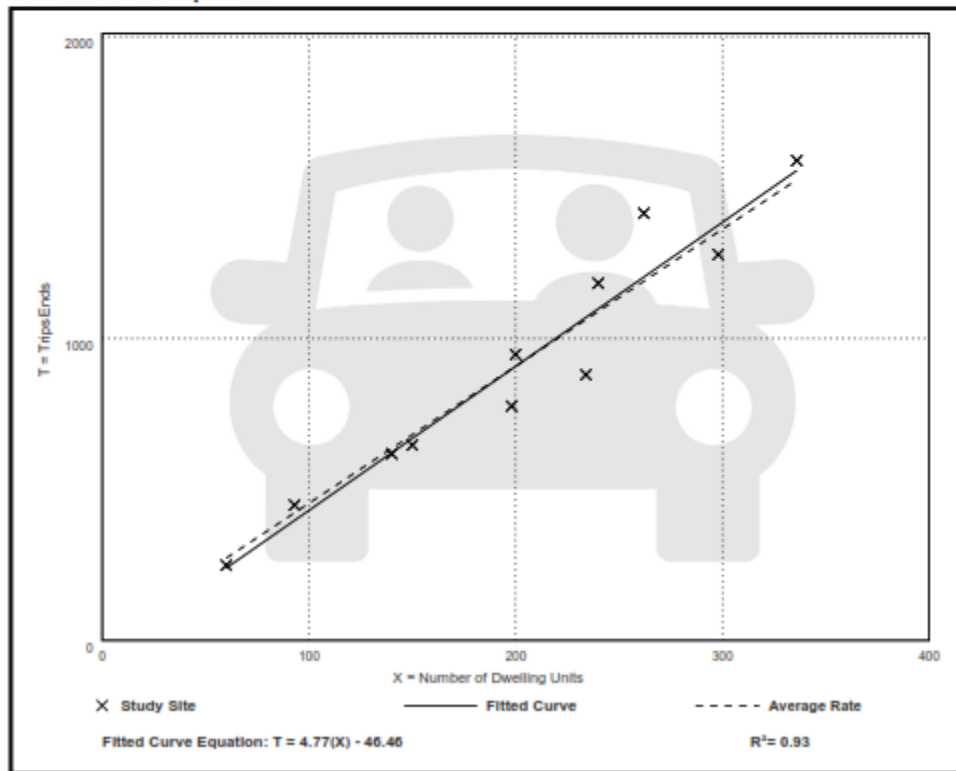
Avg. Num. of Dwelling Units: 201

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
4.54	3.76 - 5.40	0.51

Data Plot and Equation



Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 30

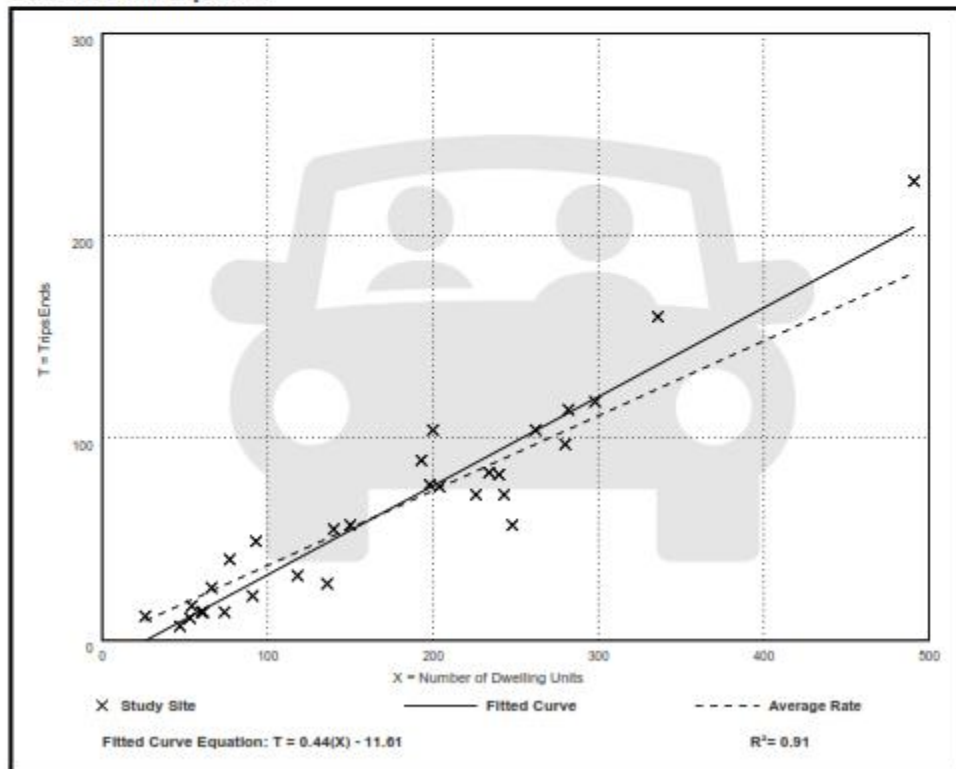
Avg. Num. of Dwelling Units: 173

Directional Distribution: 23% entering, 77% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.37	0.15 - 0.53	0.09

Data Plot and Equation



General Urban/Suburban and Rural (Land Uses 000-399) 275

Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 31

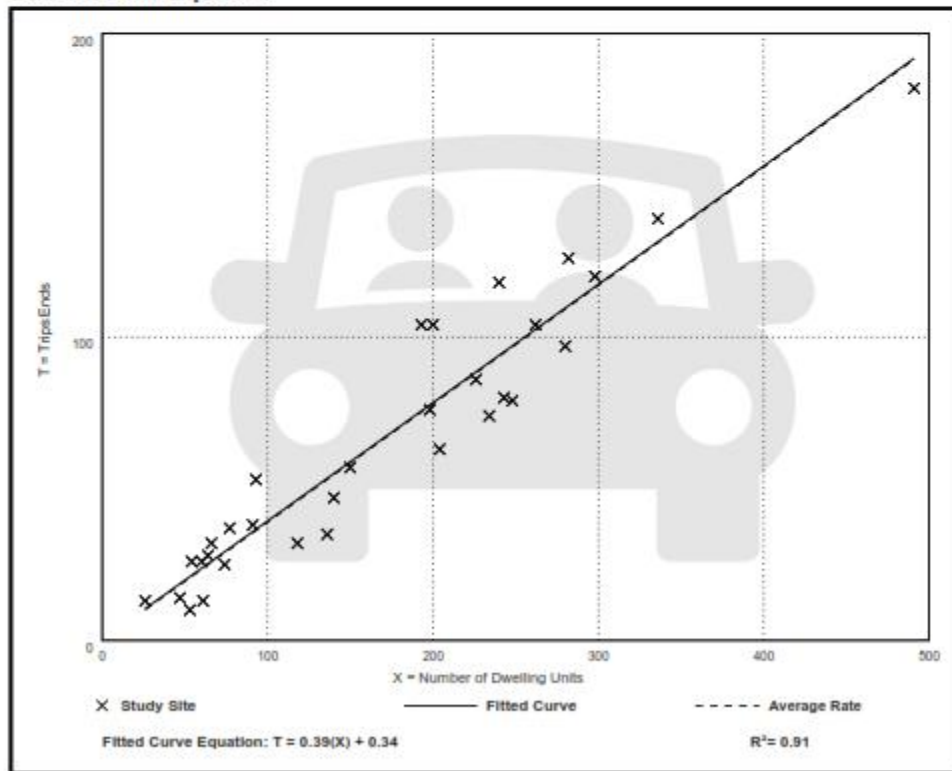
Avg. Num. of Dwelling Units: 169

Directional Distribution: 61% entering, 39% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.39	0.19 - 0.57	0.08

Data Plot and Equation



Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

AM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 23

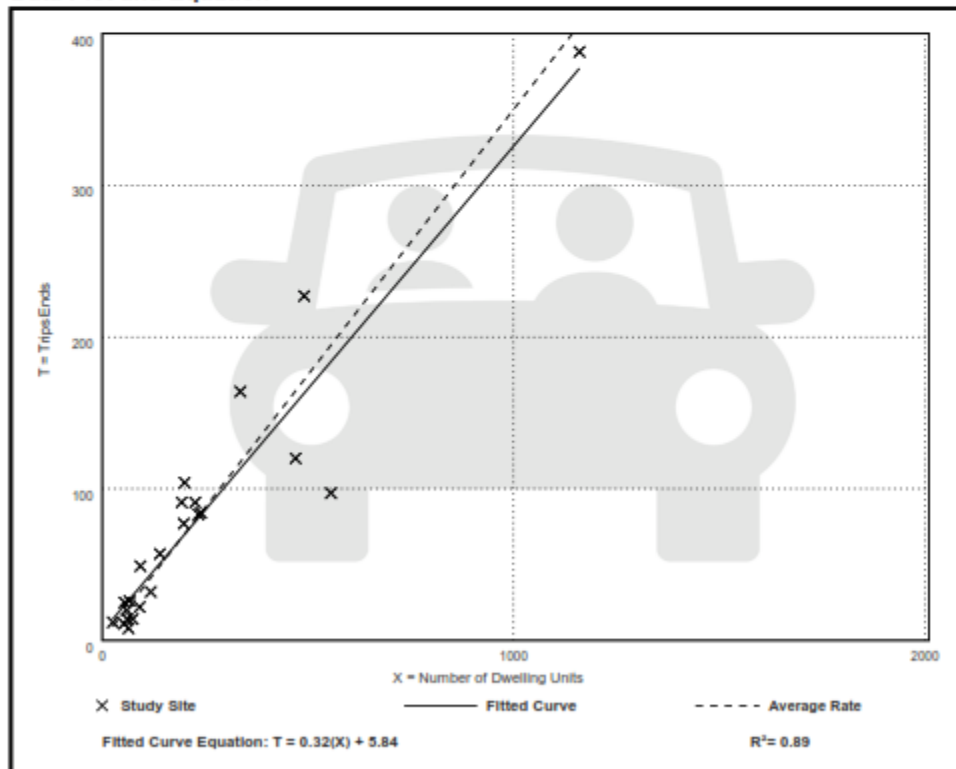
Avg. Num. of Dwelling Units: 226

Directional Distribution: 26% entering, 74% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.35	0.13 - 0.53	0.11

Data Plot and Equation



General Urban/Suburban and Rural (Land Uses 000-399) 277

Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

PM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 22

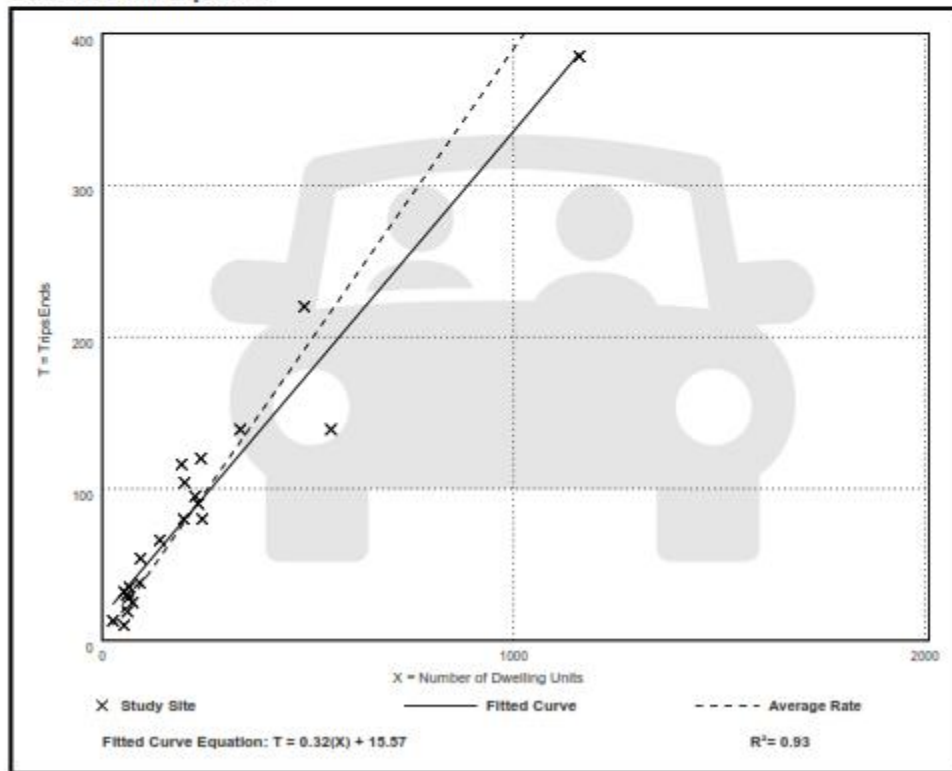
Avg. Num. of Dwelling Units: 221

Directional Distribution: 60% entering, 40% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.39	0.19 - 0.60	0.10

Data Plot and Equation



Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

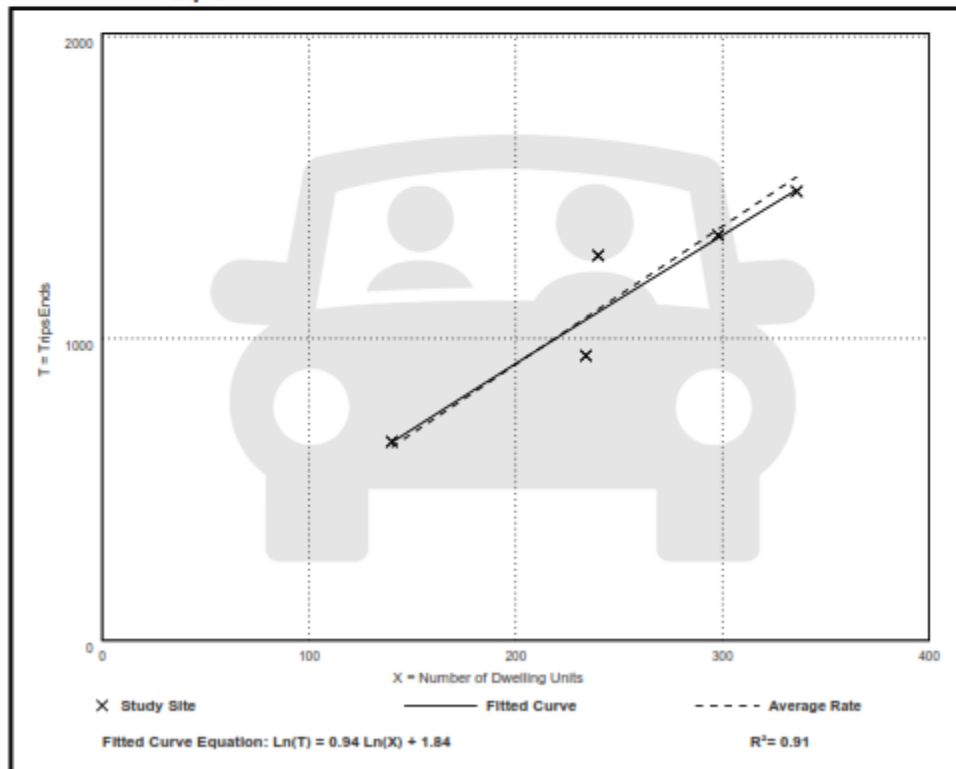
Vehicle Trip Ends vs: Dwelling Units
On a: Saturday

Setting/Location: General Urban/Suburban
Number of Studies: 5
Avg. Num. of Dwelling Units: 250
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
4.57	4.03 - 5.31	0.46

Data Plot and Equation



General Urban/Suburban and Rural (Land Uses 000-399) 279

Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Saturday, Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 5

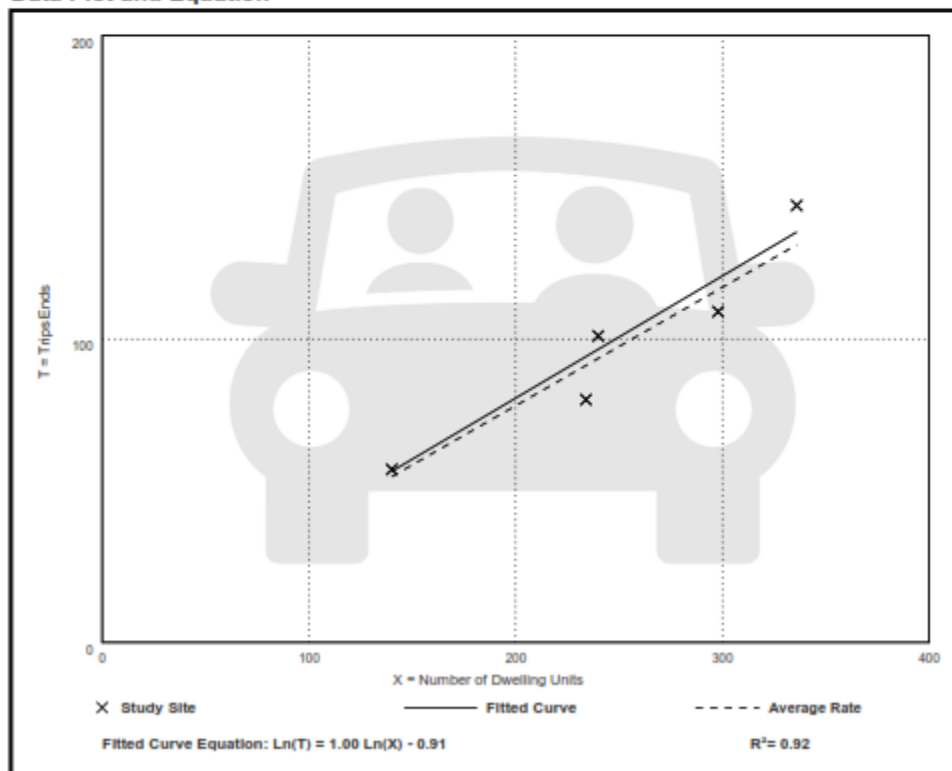
Avg. Num. of Dwelling Units: 250

Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.39	0.34 - 0.43	0.04

Data Plot and Equation



Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

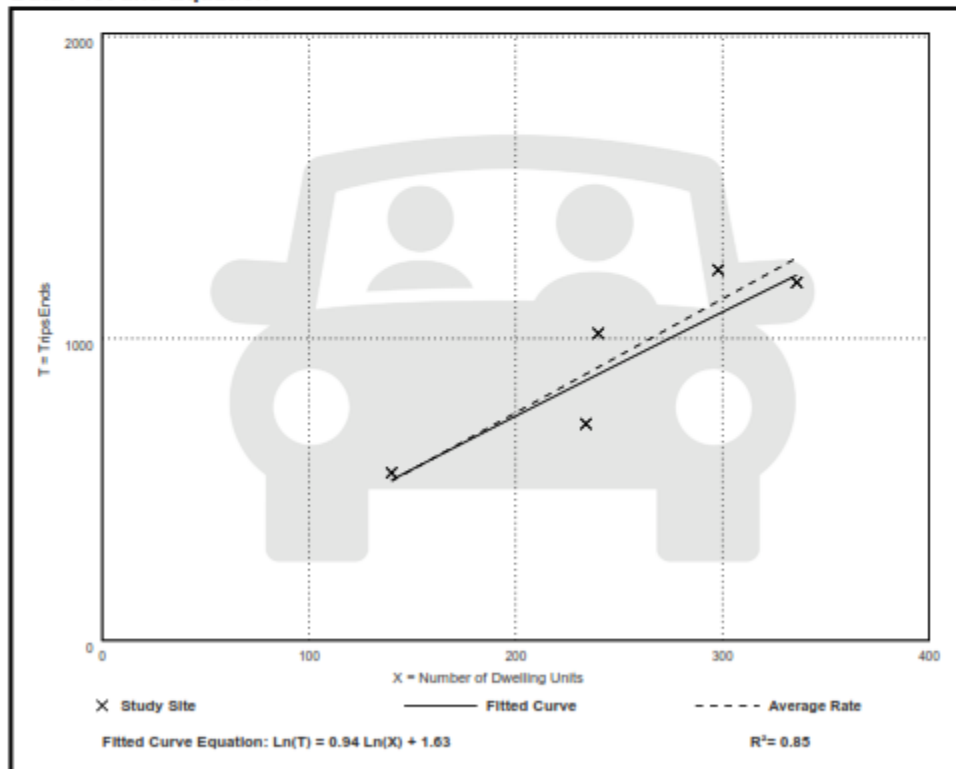
Vehicle Trip Ends vs: Dwelling Units
On a: Sunday

Setting/Location: General Urban/Suburban
Number of Studies: 5
Avg. Num. of Dwelling Units: 250
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
3.77	3.06 - 4.24	0.48

Data Plot and Equation



General Urban/Suburban and Rural (Land Uses 000-399) 281

Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Sunday, Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 5

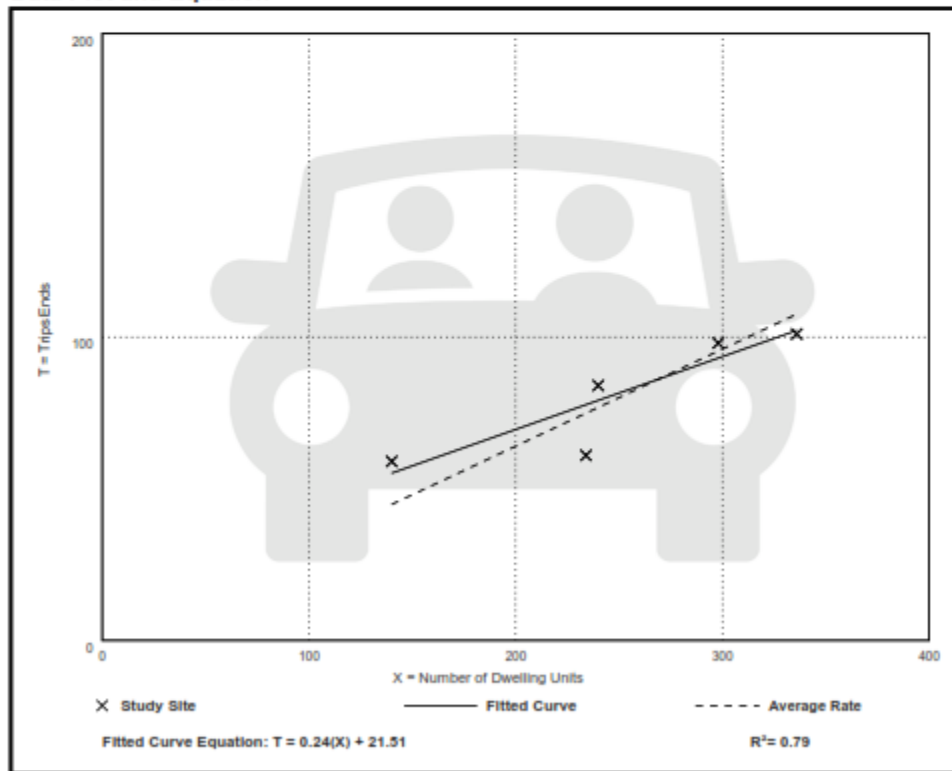
Avg. Num. of Dwelling Units: 250

Directional Distribution: 55% entering, 45% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.32	0.26 - 0.42	0.05

Data Plot and Equation



Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Residents

On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Residents: 386

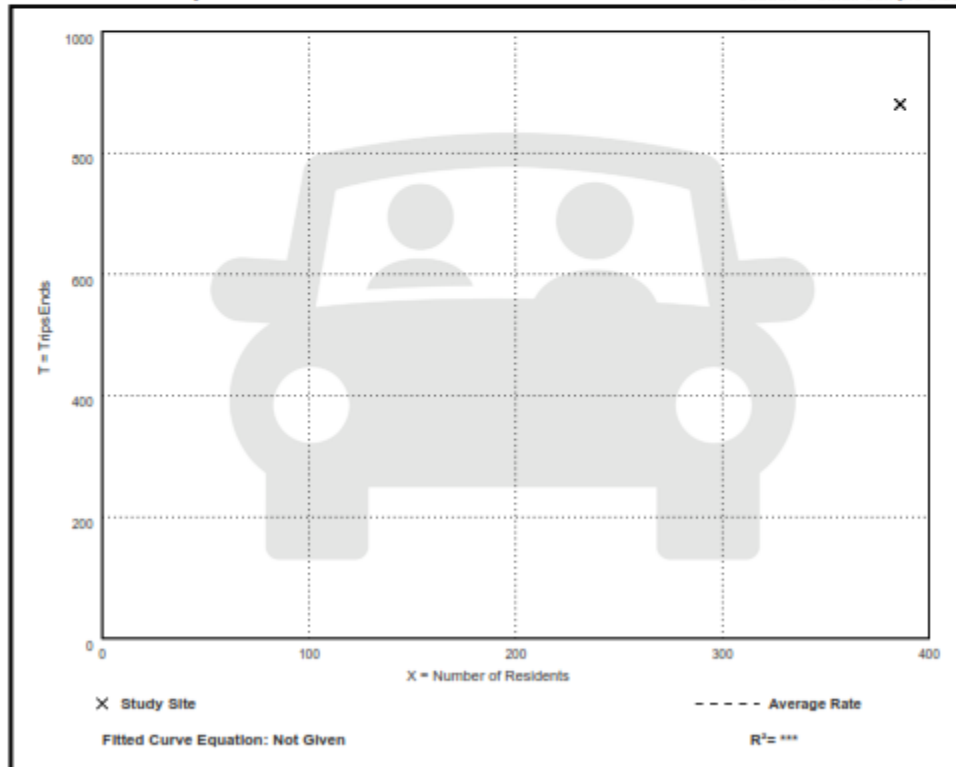
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Resident

Average Rate	Range of Rates	Standard Deviation
2.28	2.28 - 2.28	***

Data Plot and Equation

Caution – Small Sample Size



General Urban/Suburban and Rural (Land Uses 000–399) 283

Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Residents

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Residents: 386

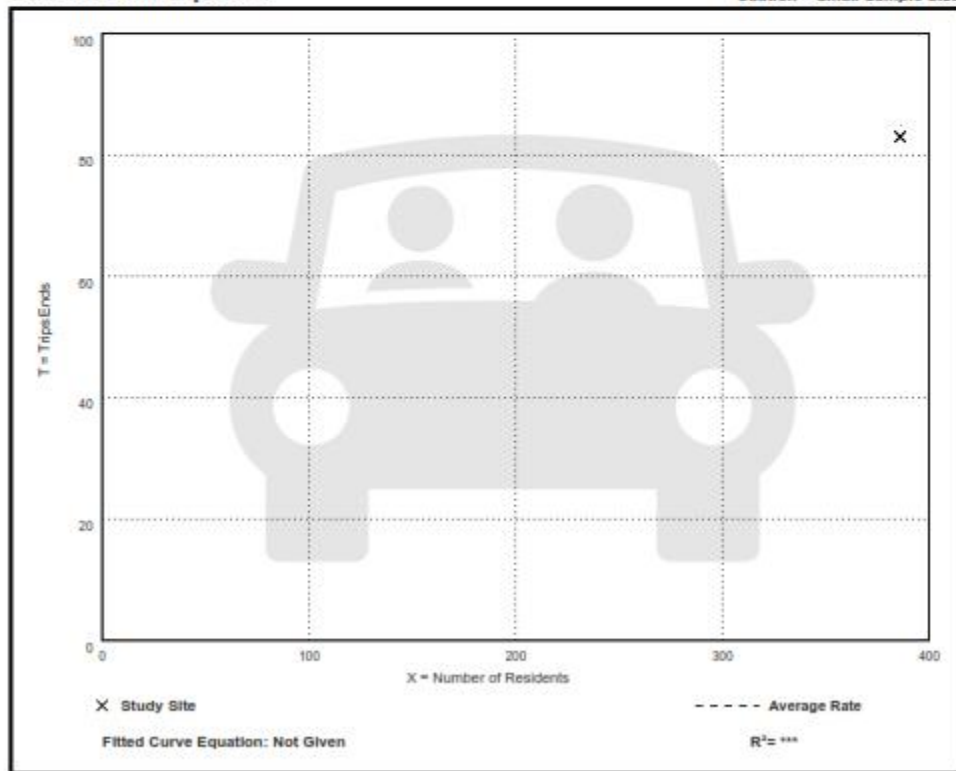
Directional Distribution: 20% entering, 80% exiting

Vehicle Trip Generation per Resident

Average Rate	Range of Rates	Standard Deviation
0.22	0.22 - 0.22	***

Data Plot and Equation

Caution – Small Sample Size



Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Residents

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Residents: 386

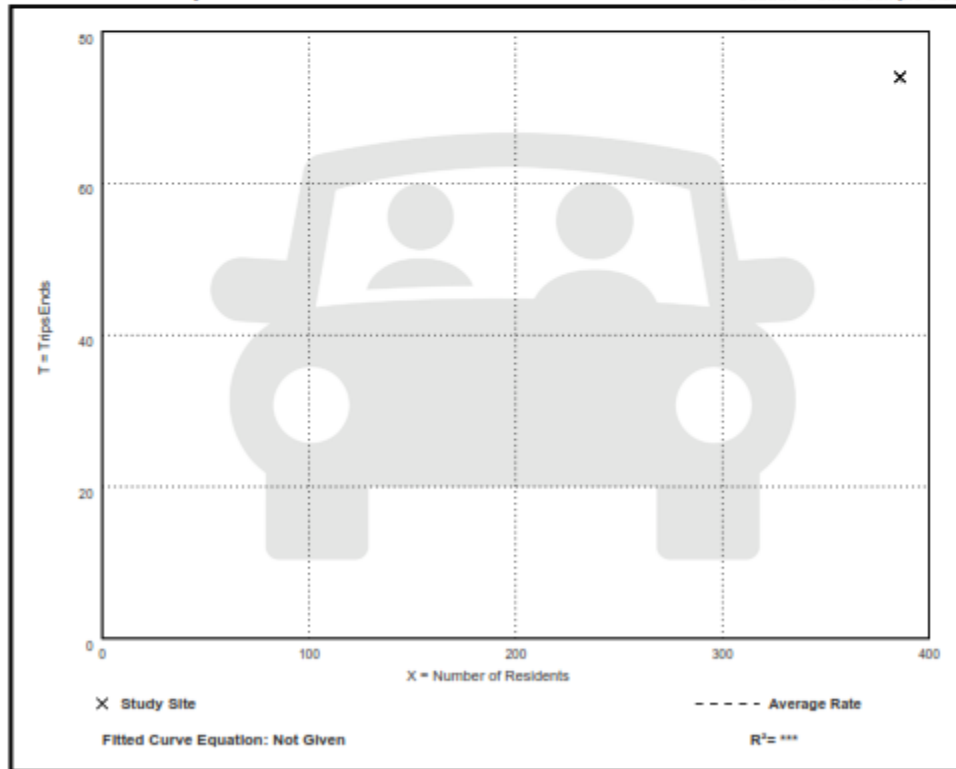
Directional Distribution: 64% entering, 36% exiting

Vehicle Trip Generation per Resident

Average Rate	Range of Rates	Standard Deviation
0.19	0.19 - 0.19	***

Data Plot and Equation

Caution - Small Sample Size



General Urban/Suburban and Rural (Land Uses 000-399) 285

Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Residents

On a: Weekday,

AM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Residents: 386

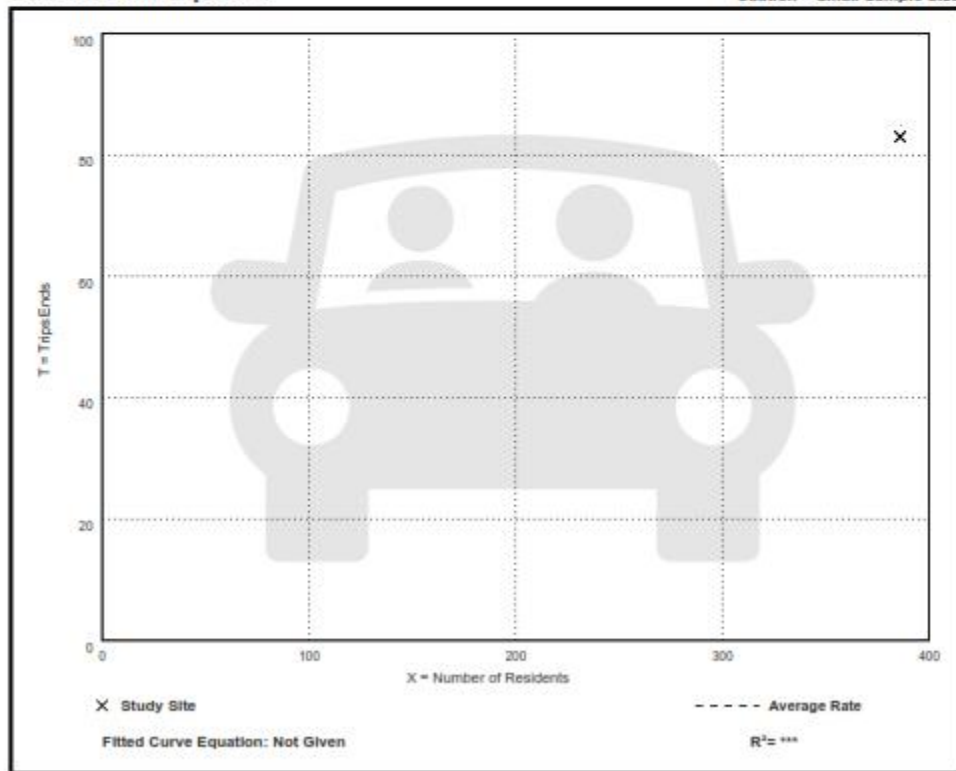
Directional Distribution: 20% entering, 80% exiting

Vehicle Trip Generation per Resident

Average Rate	Range of Rates	Standard Deviation
0.22	0.22 - 0.22	***

Data Plot and Equation

Caution – Small Sample Size



Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Residents

On a: Weekday,

PM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Residents: 386

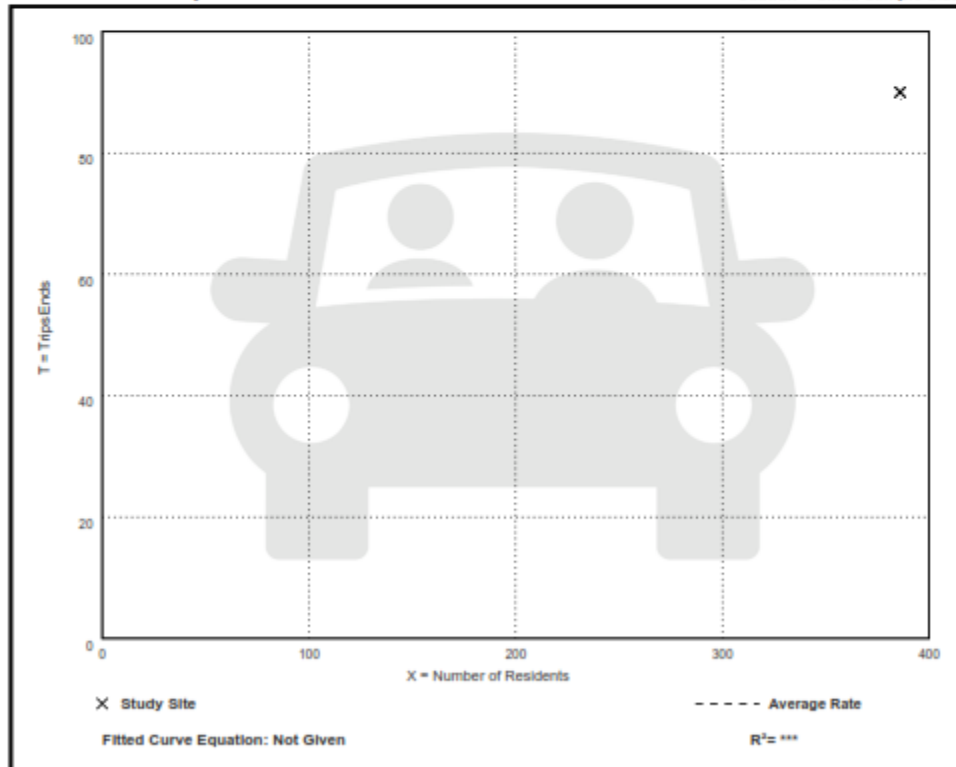
Directional Distribution: 64% entering, 36% exiting

Vehicle Trip Generation per Resident

Average Rate	Range of Rates	Standard Deviation
0.23	0.23 - 0.23	***

Data Plot and Equation

Caution - Small Sample Size



General Urban/Suburban and Rural (Land Uses 000-399) 287

Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Residents

On a: Saturday

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Residents: 386

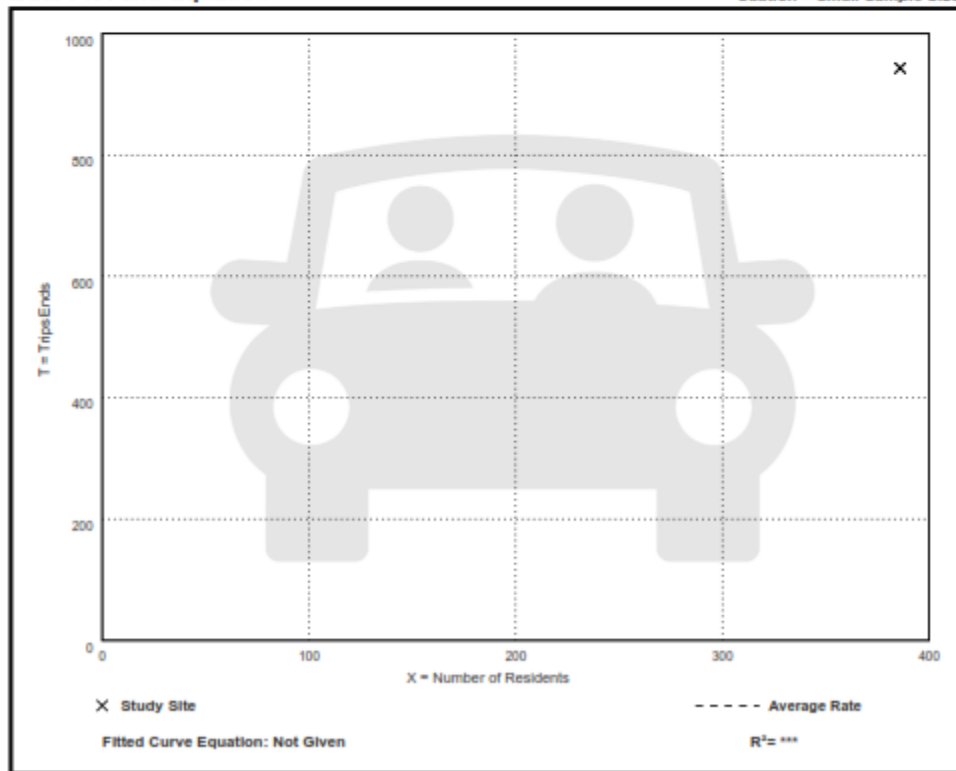
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Resident

Average Rate	Range of Rates	Standard Deviation
2.44	2.44 - 2.44	***

Data Plot and Equation

Caution – Small Sample Size



Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Residents

On a: Saturday, Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Residents: 386

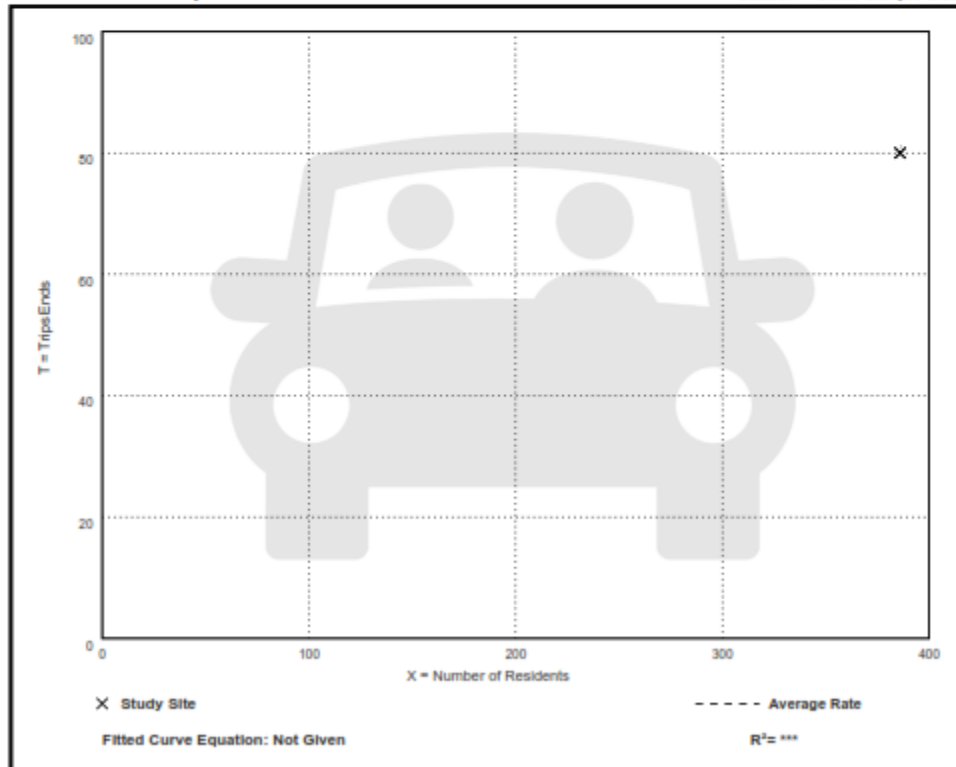
Directional Distribution: 53% entering, 47% exiting

Vehicle Trip Generation per Resident

Average Rate	Range of Rates	Standard Deviation
0.21	0.21 - 0.21	***

Data Plot and Equation

Caution - Small Sample Size



General Urban/Suburban and Rural (Land Uses 000-399) 289

Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Residents

On a: Sunday

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Residents: 386

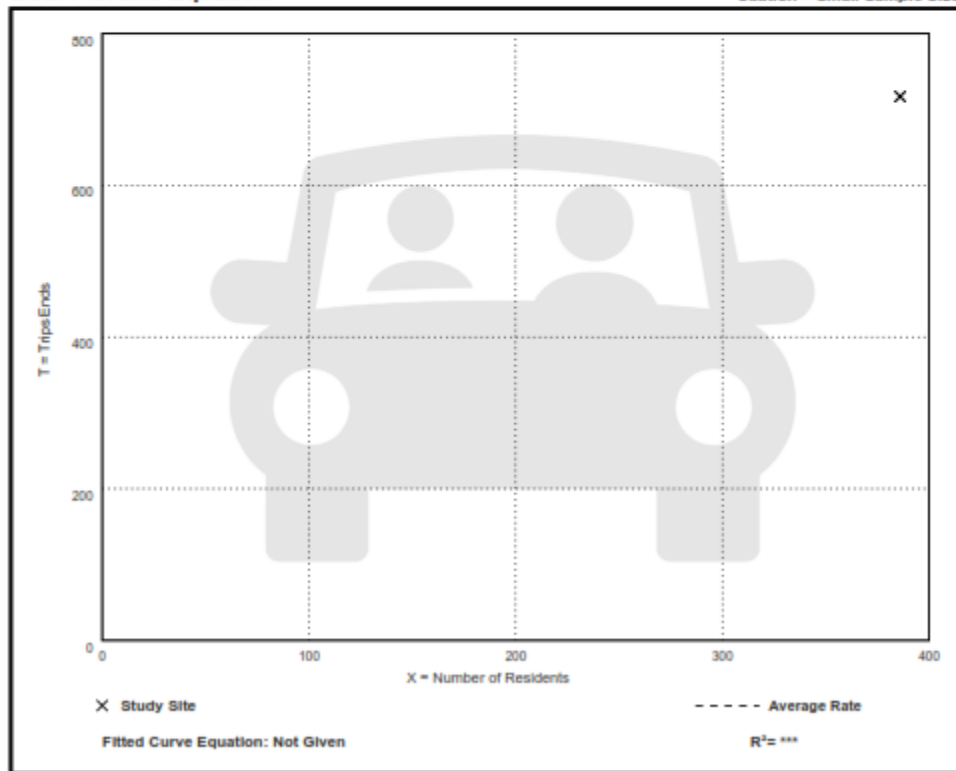
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Resident

Average Rate	Range of Rates	Standard Deviation
1.86	1.86 - 1.86	***

Data Plot and Equation

Caution – Small Sample Size



Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Residents

On a: Sunday, Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Residents: 386

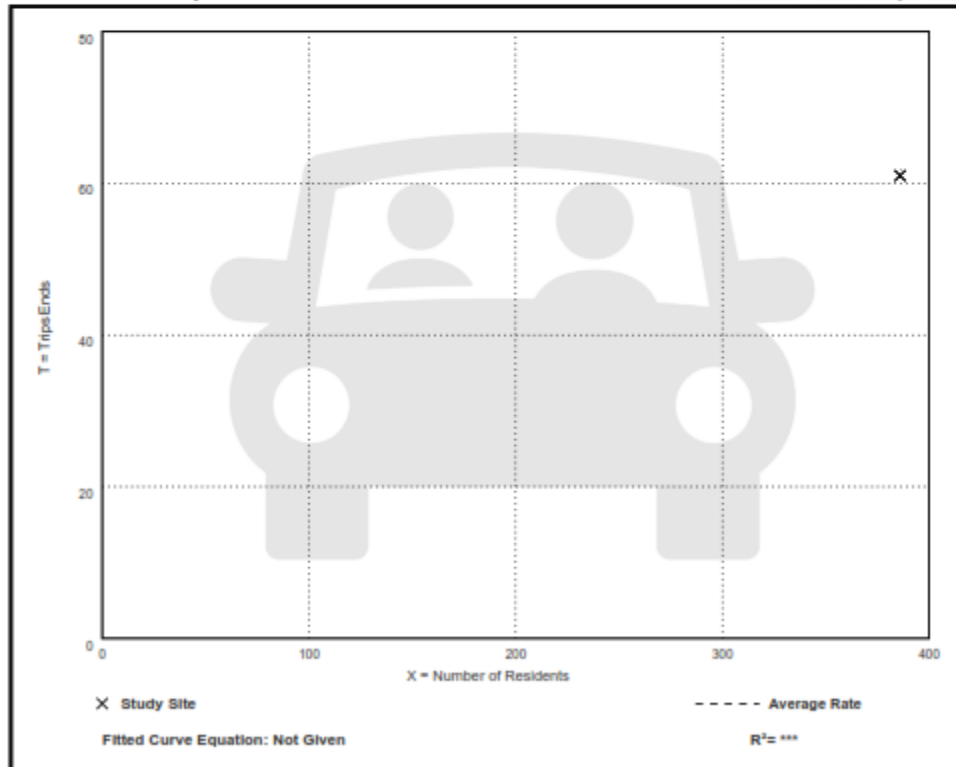
Directional Distribution: 62% entering, 38% exiting

Vehicle Trip Generation per Resident

Average Rate	Range of Rates	Standard Deviation
0.16	0.16 - 0.16	***

Data Plot and Equation

Caution - Small Sample Size



General Urban/Suburban and Rural (Land Uses 000-399) 291

Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Walk+Bike+Transit Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 7

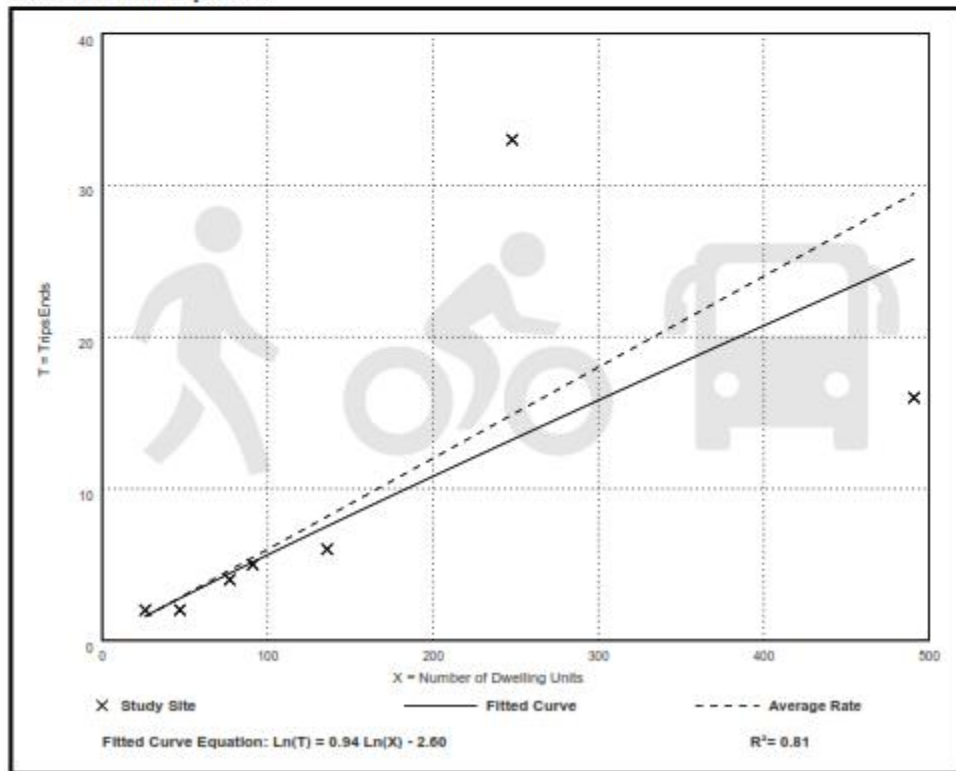
Avg. Num. of Dwelling Units: 159

Directional Distribution: 27% entering, 73% exiting

Walk+Bike+Transit Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.06	0.03 - 0.13	0.04

Data Plot and Equation



Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Walk+Bike+Transit Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 8

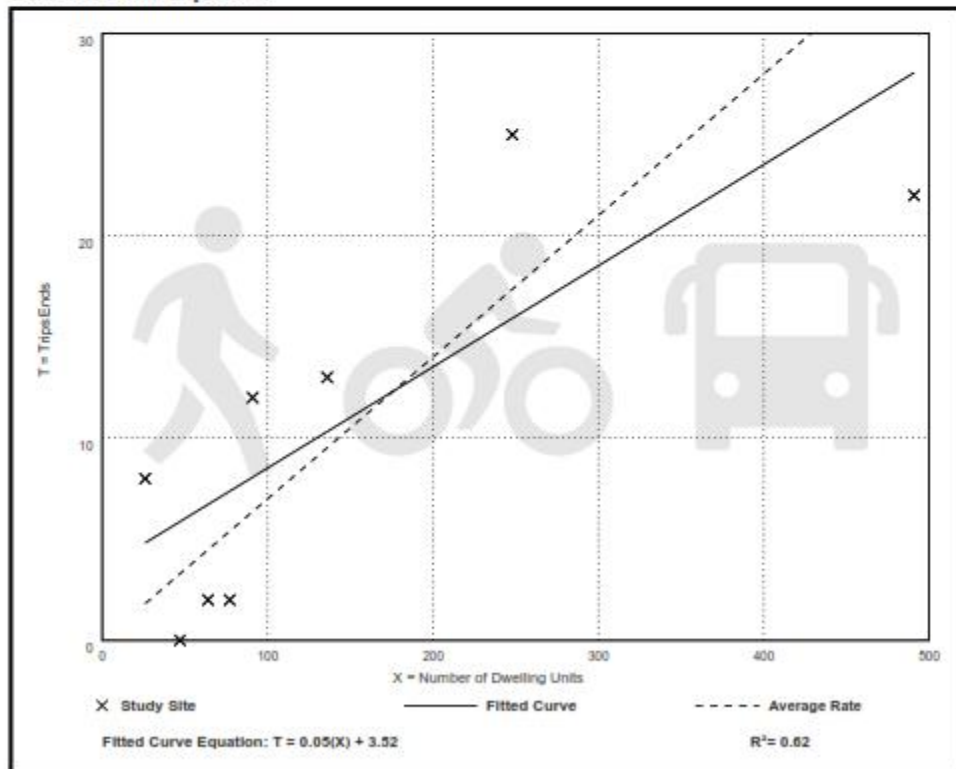
Avg. Num. of Dwelling Units: 148

Directional Distribution: 55% entering, 45% exiting

Walk+Bike+Transit Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.07	0.00 - 0.31	0.05

Data Plot and Equation



General Urban/Suburban and Rural (Land Uses 000-399) 293

Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Walk+Bike+Transit Trip Ends vs: Dwelling Units

On a: Weekday,

AM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 5

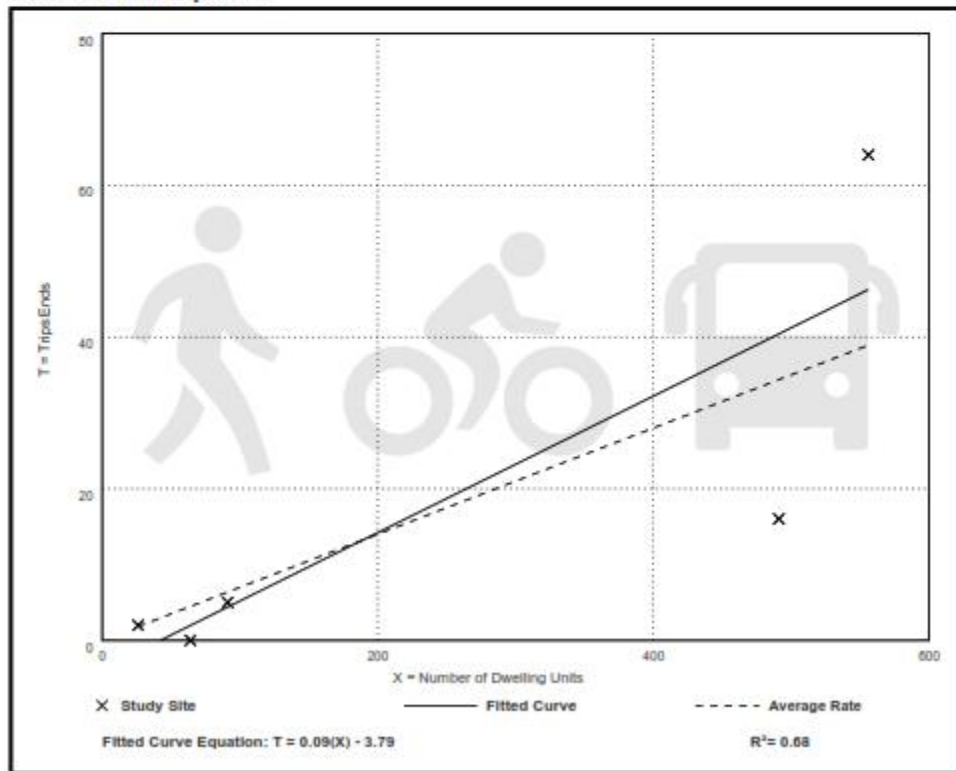
Avg. Num. of Dwelling Units: 246

Directional Distribution: Not Available

Walk+Bike+Transit Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.07	0.00 - 0.12	0.05

Data Plot and Equation



Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Walk+Bike+Transit Trip Ends vs: Dwelling Units

On a: Weekday,

PM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 5

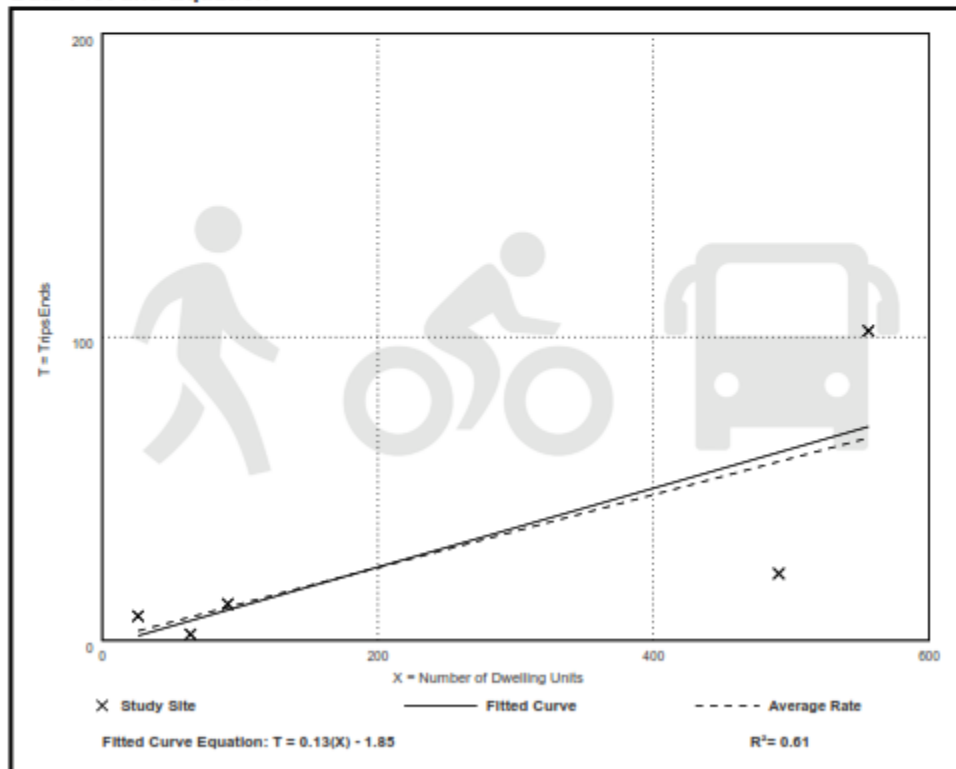
Avg. Num. of Dwelling Units: 246

Directional Distribution: Not Available

Walk+Bike+Transit Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.12	0.03 - 0.31	0.08

Data Plot and Equation



General Urban/Suburban and Rural (Land Uses 000-399) 295

Multifamily Housing (Mid-Rise) Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 2

Avg. Num. of Dwelling Units: 393

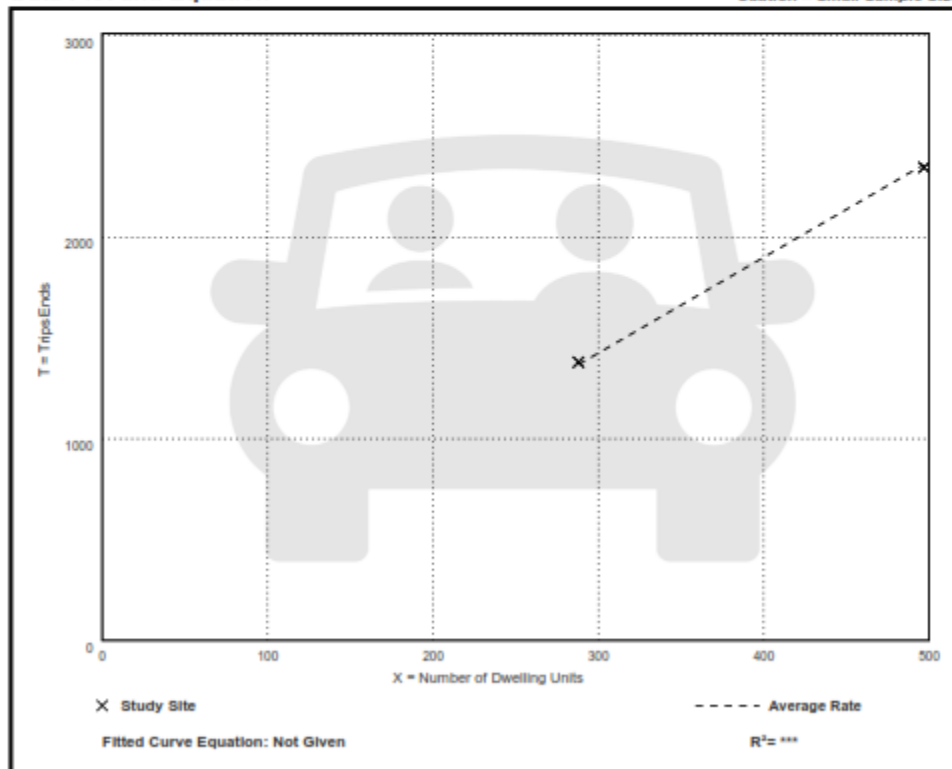
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
4.75	4.72 - 4.79	***

Data Plot and Equation

Caution – Small Sample Size



Multifamily Housing (Mid-Rise) Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 7

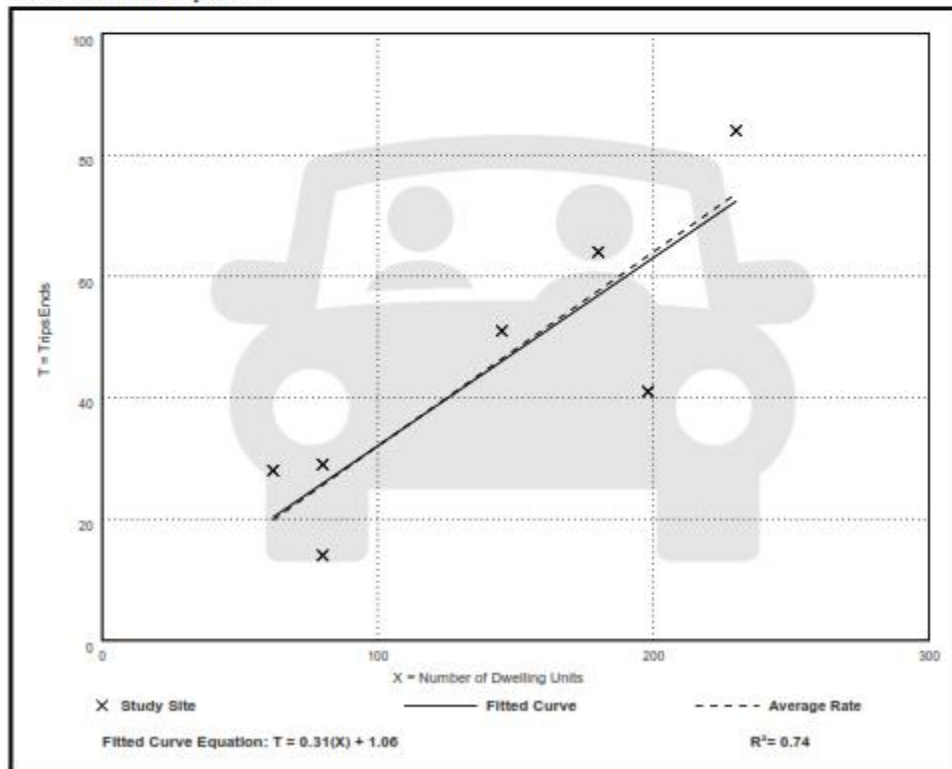
Avg. Num. of Dwelling Units: 139

Directional Distribution: 56% entering, 44% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.32	0.18 - 0.45	0.09

Data Plot and Equation



General Urban/Suburban and Rural (Land Uses 000-399) 297

Multifamily Housing (Mid-Rise) Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 7

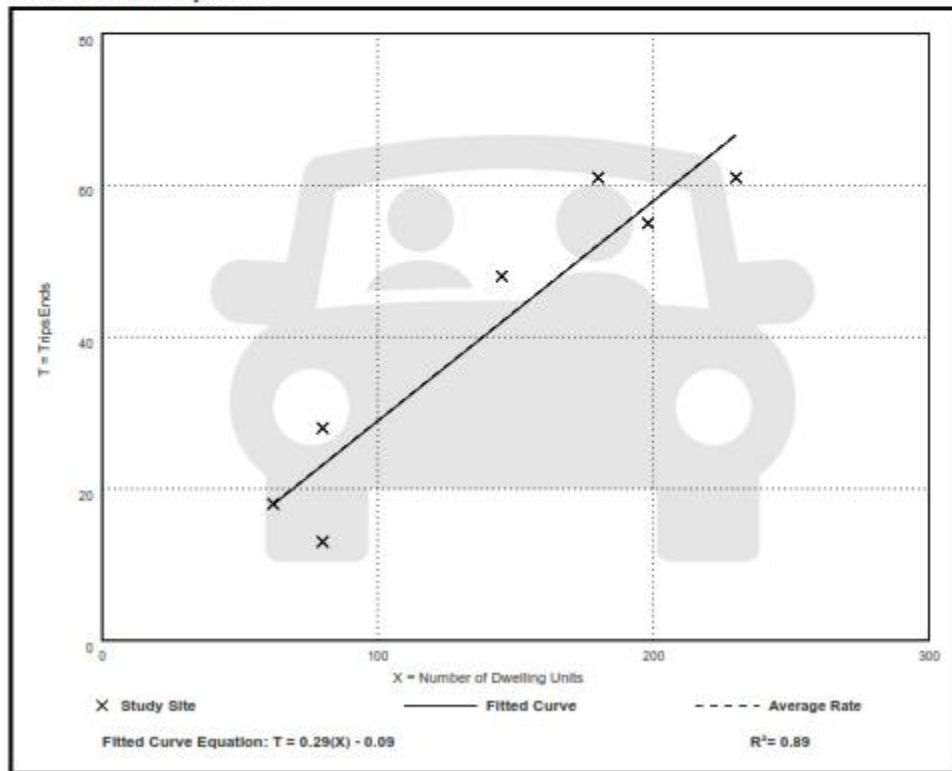
Avg. Num. of Dwelling Units: 139

Directional Distribution: 43% entering, 57% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.29	0.16 - 0.35	0.05

Data Plot and Equation



Multifamily Housing (Mid-Rise) Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

AM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 2

Avg. Num. of Dwelling Units: 130

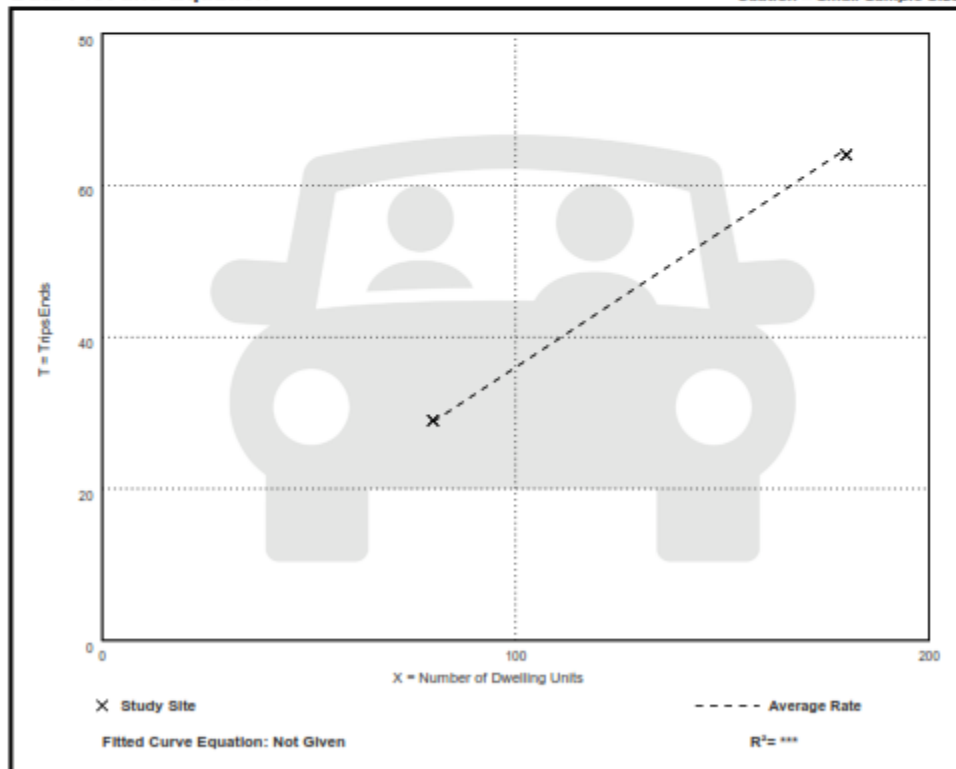
Directional Distribution: 38% entering, 62% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.36	0.36 - 0.36	***

Data Plot and Equation

Caution - Small Sample Size



General Urban/Suburban and Rural (Land Uses 000-399) 299

Multifamily Housing (Mid-Rise) Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

PM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 2

Avg. Num. of Dwelling Units: 130

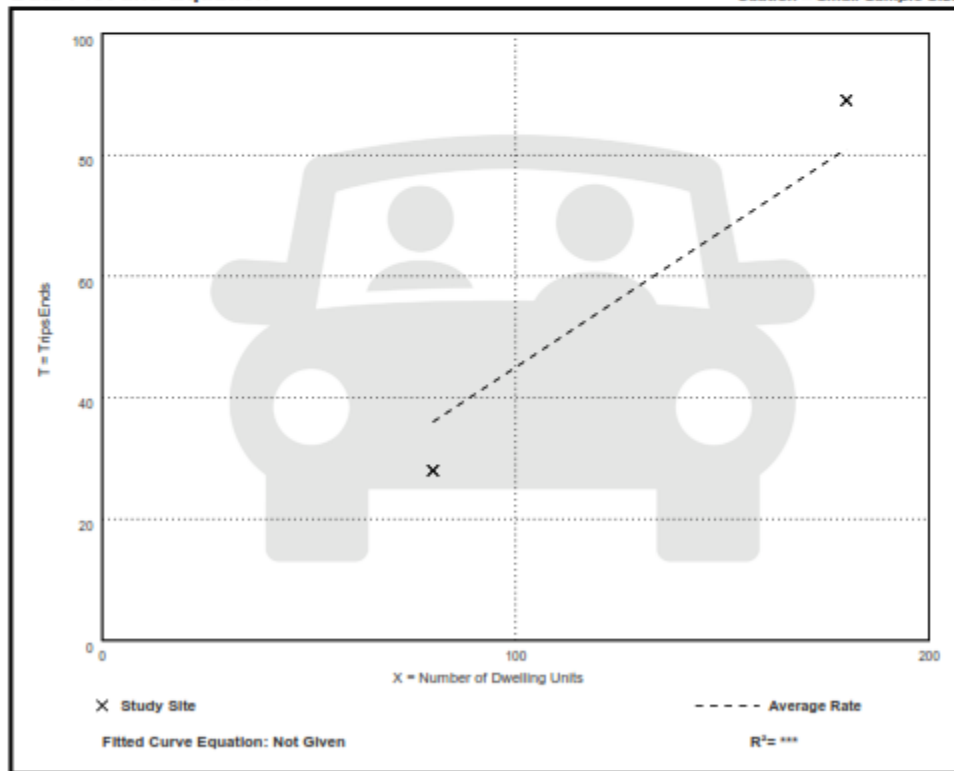
Directional Distribution: 75% entering, 25% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.45	0.35 - 0.49	***

Data Plot and Equation

Caution – Small Sample Size



Multifamily Housing (Mid-Rise) Close to Rail Transit (221)

Walk+Bike+Transit Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 5

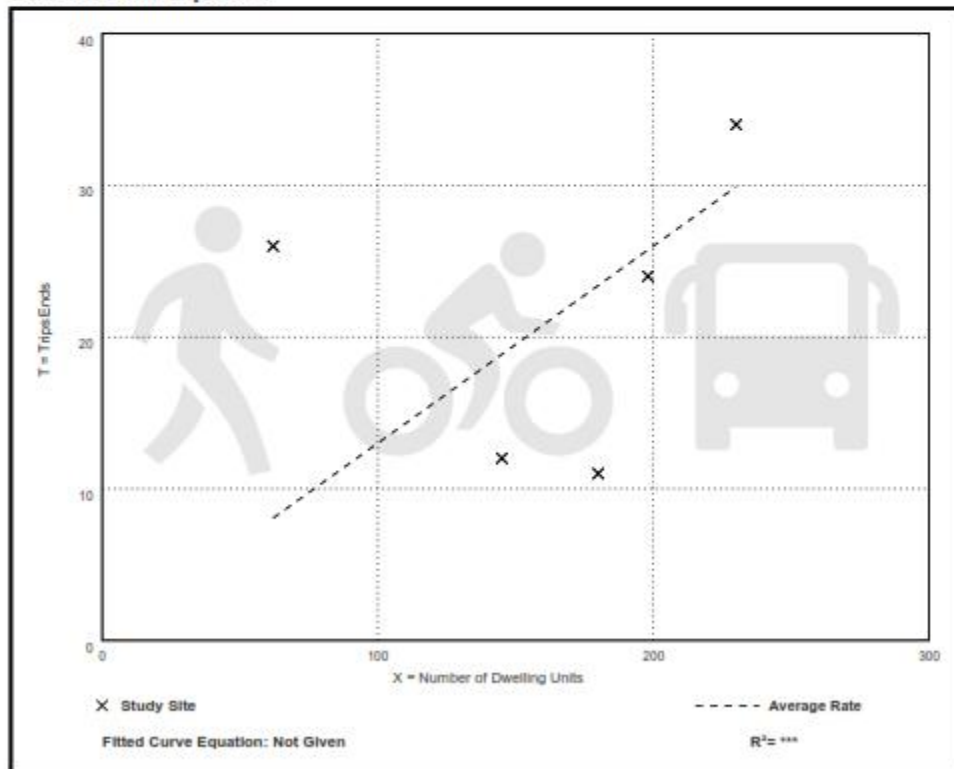
Avg. Num. of Dwelling Units: 163

Directional Distribution: 57% entering, 43% exiting

Walk+Bike+Transit Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.13	0.06 - 0.42	0.10

Data Plot and Equation



General Urban/Suburban and Rural (Land Uses 000-399) 301

Multifamily Housing (Mid-Rise) Close to Rail Transit (221)

Walk+Bike+Transit Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 5

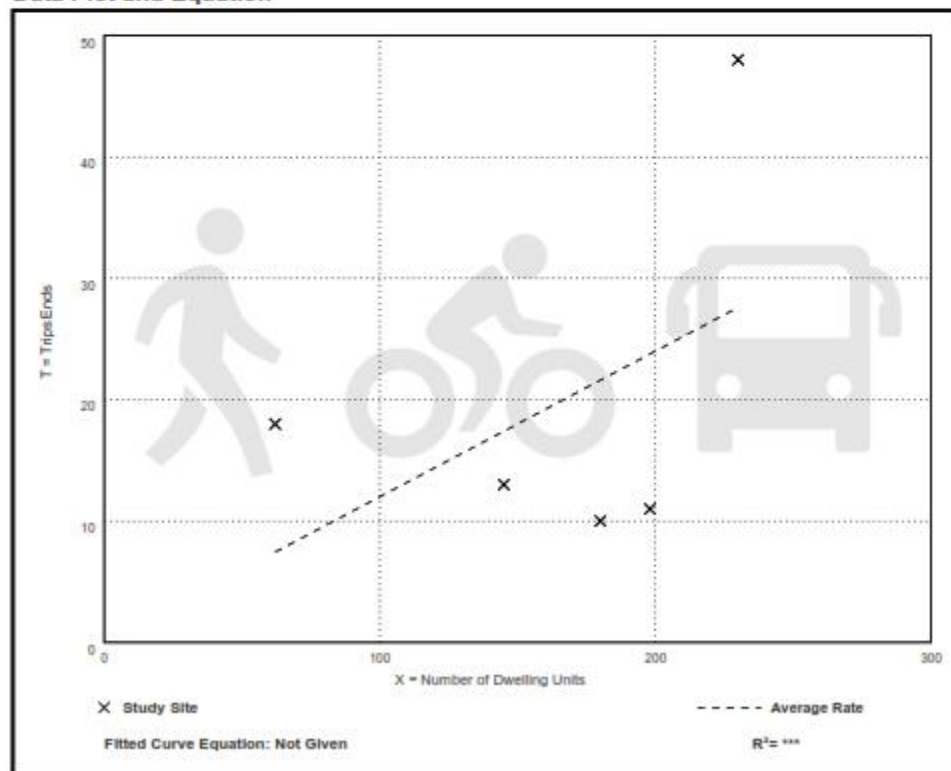
Avg. Num. of Dwelling Units: 163

Directional Distribution: 42% entering, 58% exiting

Walk+Bike+Transit Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.12	0.06 - 0.29	0.09

Data Plot and Equation



Multifamily Housing (Mid-Rise) Close to Rail Transit (221)

Walk+Bike+Transit Trip Ends vs: Dwelling Units

On a: Weekday,

AM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Dwelling Units: 180

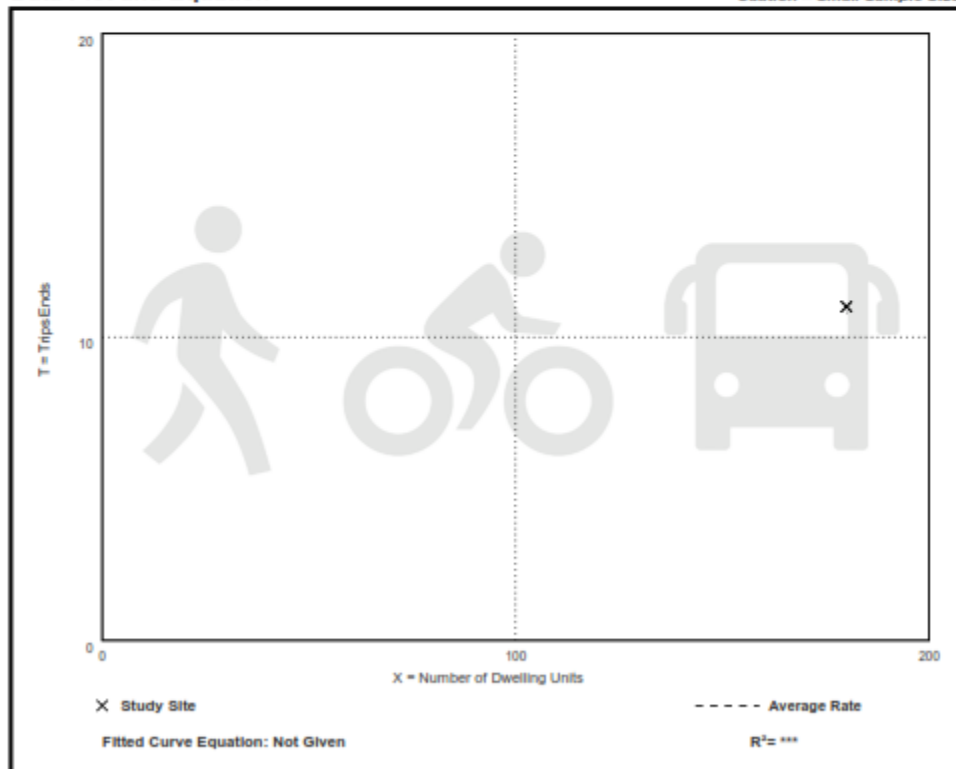
Directional Distribution: Not Available

Walk+Bike+Transit Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.06	0.06 - 0.06	***

Data Plot and Equation

Caution - Small Sample Size



General Urban/Suburban and Rural (Land Uses 000-399) 303

Multifamily Housing (Mid-Rise) Close to Rail Transit (221)

Walk+Bike+Transit Trip Ends vs: Dwelling Units

On a: Weekday,
PM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 1

Avg. Num. of Dwelling Units: 180

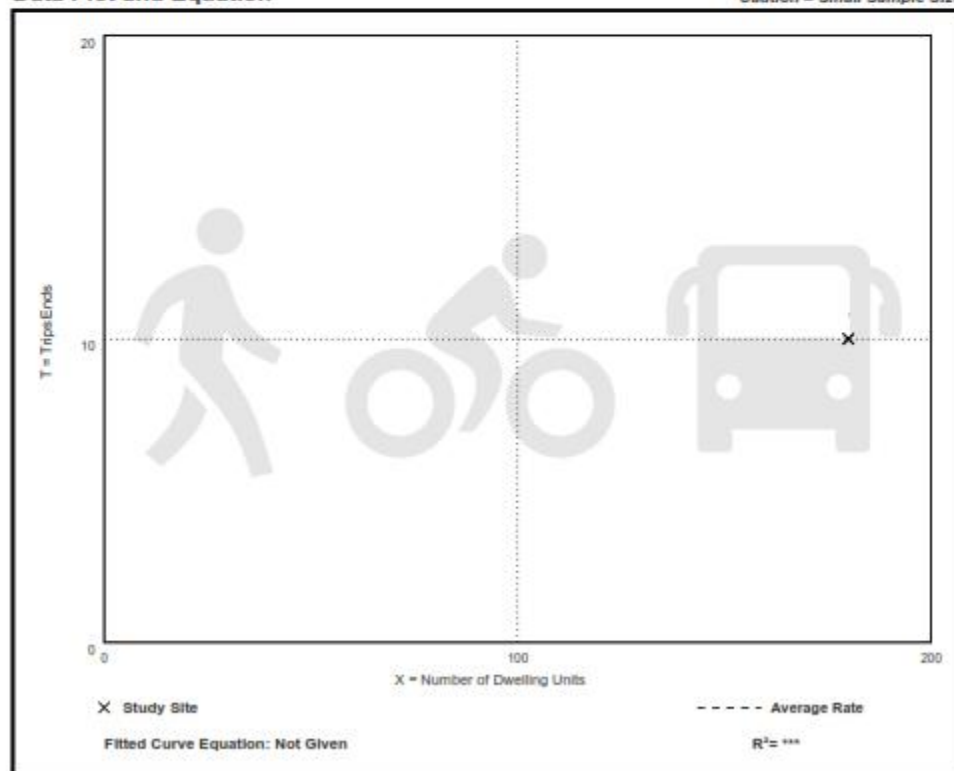
Directional Distribution: Not Available

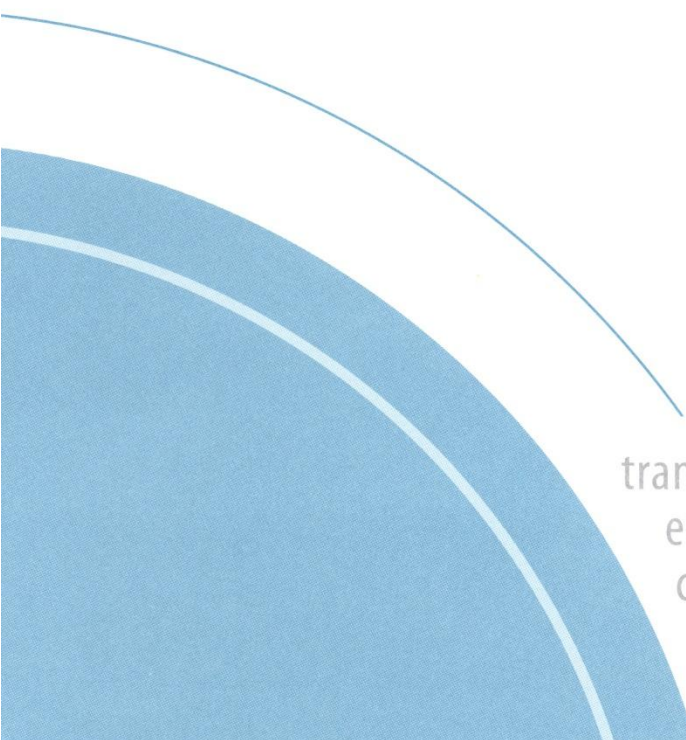
Walk+Bike+Transit Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.06	0.06 - 0.06	***

Data Plot and Equation

Caution – Small Sample Size





luke
transportation
engineering
consultants



[mailing address]



Meeting: August 14, 2025

Agenda Item Type: Council Action Request
for a Reduction of Lien over \$50,000

Community Development Agenda Item:

Request Council's approval for the reduction of a Code Enforcement lien filed in the amount of \$120,592.90 in accrued fines to \$48,785.80, to be paid within 30 days of the Council meeting.

COST: City administrative cost of \$342.90 is included with recommended reduction

This item is to approve a requested lien reduction for property at 4201 Lavendar Way, consistent with City Manager and Special Magistrate recommendation of \$48,785.80.

Strategic Key Focus Areas:

Effective Community Safety

Background Information:

Code Enforcement Case #2023-748 (THR Florida LP, owner) has a Code Enforcement lien filed for the amount of \$120,592.90 in accrued fines, which is over the \$50,000 threshold requiring Council approval. The violation at 4201 Lavendar Way related to allowing a permit not to be obtained prior to installing a new A/C unit and allowing the residential dwelling to be lived in without proper maintenance and repairs. Properties managed by IH6 Property Florida, LP and its affiliates have been found in violation a minimum of ten times by the Special Magistrate. Currently, there are no outstanding violations.

A lien reduction request was submitted by Ms. Dielisse Rosario, offering a proposed settlement amount of \$24,392.90, ten percent of the lien amount plus the administrative cost. The proposed settlement request was reviewed by the Code Compliance Officer, City Manager and was recommended for approval by the Special Magistrate, Drew Smith. The proposed settlement offer was presented to City Council at the April 10, 2025, meeting in which it was denied.

Subsequently, the law firm Shutts and Bowen, LLP, representing THR Florida, LP (the property owners), submitted a revised settlement offer in the amount of \$48,785.80. This updated offer has been reviewed by both the Community Compliance Officer and the City Manager, who are in agreement with the proposed settlement amount, contingent upon payment within 30 days of the corresponding Council Meeting. If payment is not made within the time allowed herein, the fines shall revert to the original accrued amount.

Property compliance date December 26, 2024.

Legal Authority:

162.09 Florida Statutes

Budget and Recommendation:

No cost associated with this item.

Magistrate Drew Smith recommended **APPROVAL** of the previous settlement offer in the amount of \$24,392.90. The counteroffer of \$48,785.80 did not require a recommendation from the Magistrate.

Finance Director's Comments:

N/A

Procurement Director's Comments:

N/A

City Manager's Comments:

City Manager recommends approval

City Council Action:

8/14/25 - Final Action

4/10/25 - Motion to deny by Urban. Seconded by Gilbert. Passed 5-0

Attachments:

1. Case 2023-748 Second Lien Reduction Request
2. Case 2023-748 Order Recommending Approval of Request for Reduction of Fine
3. Case 2023-748 Reduction Agreement
4. Case 2023-748 CE Officer Recommendation
5. Case 2023-748 Request for Reduction of Lien



MICHAEL J. GRINDSTAFF
PARTNER
Shutts & Bowen LLP
300 South Orange Avenue
Suite 1600
Orlando, FL 32801
DIRECT (407) 835-6927
EMAIL MGrindstaff@shutts.com

July 25, 2025

VIA U.S. MAIL AND EMAIL

Ms. Veronica Miller
City Manager
c/o Daniel Mantzaris
Attorney for City of St. Cloud
332 N. Magnolia Avenue
Orlando, Florida 32801
dmantzaris@dsklawgroup.com;
veronica.miller@stcloudfl.gov

**Re: Request for Fine Reduction
Case No. CE-2023-748**

Dear Ms. Miller:

As you know, our law firm represents THR Florida LP (the "Owner"), the owner of the subject property located at 4201 Lavendar Way, St. Cloud, Florida 34772 (the "Property"), and IH6 Property Florida, LP, the current property management company (the "Property Manager"). We submit this statement in support of our clients' renewed request for reduction of the \$120,592.90 fine associated with Case No. CE-023-748.

Here, there are compelling grounds that justify a fine reduction. The violation in question is related to the Owner's vendor's failure to obtain a permit for repairs of the air conditioning unit. Despite ensuring that the issues with the air conditioning unit were immediately reported and quickly addressed, two separate third-party vendors failed to obtain the necessary permits which caused the fines. As discussed in more detail below, while these same vendors worked to obtain the permits necessary to cure the violation, the tenants in possession of the Property would not provide access, which further delayed the compliance inspection with the City, which caused additional fines to accrue.

The Owner became aware of an issue with its air conditioner operations at the Property on April 22, 2023, and immediately began working with Lessen LLC, a third-party company that contracts with, dispatches, and oversees all of the Owner's vendors to perform such maintenance

work (including ensuring that all necessary permits are obtained first, as required by local laws). That same day, a third-party vendor, Anchor Air of Central Florida Inc. (“Anchor Air”), was scheduled and investigated the issues with the air conditioning unit the next day, on April 23, 2023. The City was alerted to the repairs and lack of permit on April 26, 2023.

Anchor Air’s initial visit ultimately led to replacement of the air handler on April 28, 2023, within 5 days of the resident notifying Owner of an issue. Thereafter, the Owner worked through a multi-stage repair process on the inside air conditioner unit from April 2023 through February 2024. The Owner continued to work with the resident at the Property to perform additional repairs from May 2023 through February 2024 (with repairs occurring on June 6, 2023, July 31, 2023, August 10, 2023, August 18, 2023, January 4, 2024, February 17, 2024, and February 23, 2024). The additional repairs included follow-up work including but not limited to cleaning the condenser coil and drain and replacing the heat pump. Although this work initially was done by Anchor Air, another third-party vendor, JCA HVAC Repair Solutions (“JCA”), was later selected by Lessen LLC to complete work orders relating to the air conditioner issues at the Property. It is important to note that the issues identified by the resident(s) were transmitted the same day by the Owner to Lessen and scheduling with third-party vendors by Lessen occurred promptly.

After repairs were started at the Property, following a hearing, the Property was found in violation on August 16, 2023 for allowing a residential dwelling to be lived in without proper maintenance and repairs and for not obtaining a permit prior to installing a new A/C unit by the time specified. During the pendency of the repairs and due to the corrective actions ordered, the Owner learned on September 8, 2023 that neither of its third-party repair vendors, Anchor Air or JCA, had obtained a permit for work on the air conditioning unit. The Owner requires that its vendors obtain all permits necessary for their work and trusts that they do so prior to starting work – and this is supposed to be confirmed and verified by Lessen LLC. Specifically, Owner relied on its contract with Lessen LLC, a company that the Owner contracted with to oversee and handle maintenance repairs, and any necessary permits that said vendors are required to obtain.

The same day that the Owner learned that permits had not been obtained, on September 8, 2023, the Owner communicated the deficiency of the permit to the vendor responsible for ensuring compliance with permitting - Lessen - who then communicated the issue with the outstanding permit to JCA, despite work at issue regarding the permit being done by Anchor Air. Owner communicated with Lessen regularly for status updates not only on obtaining the permit, but on the completion of the work related to the air conditioning unit. Lessen worked with the vendor JCA to get status updates regarding the outstanding permit from September 2023 to February 2024. JCA communicated on January 9, 2024 that the permit would take two weeks. JCA was finally able to obtain the permit on February 14, 2024 and the additional work was completed on the unit on February 23, 2024.

Although the all work was completed and the permit was obtained in order to bring the Property into compliance in February of 2024, there is no record that Lessen notified the Owner

that the Property was ready for a re-inspection to bring the Property into compliance and stop the daily fines. The permit expired on August 31, 2024 without Lessen coordinating a compliance re-inspection by the City.

Shortly after expiration of the initial permit, a new resident moved into the Property in September of 2024. At that time, the Owner realized that the reinspection was still outstanding and began working towards scheduling that reinspection. However, the scheduling of the reinspection with the new resident proved difficult as the resident did not want to make themselves available during the week or would provide late notice that they were unavailable despite the scheduling of the reinspection. The next month, in October, additional issues with the air conditioner unit were reported and the Owner reported same to Lessen. Due to the expired permit, the City advised that a new permit was required in relation to the initial violation from April 2023 and the Owner also requested that Lessen obtain a permit related to the April 2023 work. On October 28, 2024, a new mechanical permit was issued for the air conditioner that identified that the Property had been inspected for compliance and was approved for occupancy. While the Property was inspected and approved for occupancy, the Property did not come into compliance until December 26, 2024 when the residents were able to provide access for the final re-inspection with the City.

This was not a case of willful inaction as to repairs identified by the resident to the Owner, but rather a delay stemming from a lengthy repair process, which was directed by Lessen and the two third-party vendors working on the air conditioning unit, and the rightful outsourcing of the permit acquisition to the third-party vendor. Owner was unaware of the permitting issues until September 2023, and worked immediately to resolve the issue. Substantively, the Property was brought into compliance in February 2024 after the vendor recommended that additional repairs to the air conditioner unit be performed and the vendor obtained the necessary permit. However, delays involving communication from Lessen to two different vendors regarding outstanding permits, expired permits, and unavoidable delays stemming from tenant access issues resulted in the delay or reinspection to find the Property “in compliance.” There was no intentional disregard of the violation.

As you are aware, the St. Cloud City Council previously rejected the Lien Reduction Agreement for settlement of the fine for \$24,392.90, which was 20% of the total lien amount, citing the involvement of a property management company. This rejection was despite the Special Magistrate’s recommendation of approval of the request, and a recommendation from the Code Enforcement Officer that it would be a fair amount to settle these violations. To preserve its appellate rights from that denial, and once a final order is rendered, and Owner intends to seek appellate review.

We recognize that it was a mistake, and have never sought a total release from the imposed lien. Instead, we respectfully ask the at the City of St. Cloud take these circumstances into account and consider a settlement of the fine for \$48,785.80, double the amount previously recommended

July 25, 2025
Page 4

for approval by the City Manager and the Special Magistrate, and for that offer to be placed for consideration by the City Council at its next meeting on August 14, 2025. Should you have any questions, please do not hesitate to contact me.

Thank you for your time and consideration of this request.

Sincerely,

Shutts & Bowen LLP

A handwritten signature in blue ink, appearing to read 'Michael J. Grindstaff', with a long horizontal flourish extending to the right.

Michael J. Grindstaff

MJG
TPADOCS 26290694 4

**CITY OF ST. CLOUD, FLORIDA
SPECIAL MAGISTRATE**

CITY OF ST. CLOUD,
Petitioner,

vs.

CASE NO.: CEB #2023-748

THR FLORIDA, LP, Owner,
Respondent.

ORDER RECOMMENDING APPROVAL OF
REQUEST FOR REDUCTION OF FINE

THIS CAUSE came on for hearing before the undersigned Magistrate on the 19th day of March, 2025, and the City of St. Cloud having presented a Request for Reduction of Fines in Excess of \$50,000 for a recommendation to the City Council by the Magistrate, and the City having presented argument in favor of the reduction, it is hereby **ORDERED**:

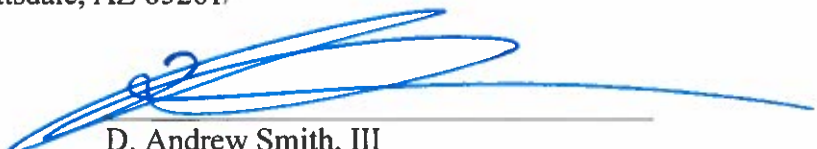
THE REQUEST for Reduction of Fine is hereby recommended to the City Council upon terms consistent with the Request for Reduction of Fines signed by the City Manager March 6, 2025. Specifically, those terms provide for reduction of fines to the total amount of \$24,392.90, inclusive of costs, contingent upon full payment within thirty days of the date of the City Council's approval of the reduction. If not paid within such time, it is recommended the fines revert to the full original amount and include the awarded costs of prosecution.

DONE AND ORDERED this 21st day of March, 2025.

CITY OF ST. CLOUD, FLORIDA
CODE ENFORCEMENT SPECIAL MAGISTRATE


D. Andrew Smith III, Esq.

I HEREBY CERTIFY that a true and correct copy of the above and foregoing has been furnished by regular mail, on this 21st day of March, 2025, to the Respondents at the following address: Invitation Homes c/o Ryan, LLC, P.O. Box 4900, Scottsdale, AZ 85261/


D. Andrew Smith, III
Code Enforcement Special Magistrate

**CITY OF ST. CLOUD CODE ENFORCEMENT
REQUEST FOR REDUCTION OF FINES / LIEN SETTLEMENT
Over \$50,000**

The City of St. Cloud Code Enforcement Special Magistrate has authority to review agreements for settlements of liens over \$50,000 and will forward his recommendations to the City Council for final approval.

Respondent: **THR Florida LP** CE Case **2023-748**
Mailing Address: **Invitation Homes c/o Ryan, LLC, P.O. Box 4900, Scottsdale AZ 85261.**
Violation: **Failure to prohibit but rather allowed a permit to not be obtained prior to installing a new inside A/C unit and allowing the residential dwelling to be lived in without proper maintenance and repairs at this location by the time specified.**
Property where violation occurred: **4201 Lavendar Way, St. Cloud, Florida, 34772**
Date of first inspection: **April 26, 2023**
Date of Hearing: **August 16, 2023**
Order: **The Respondent shall cure the violation on or before September 1, 2023. If the violations are not cured by said date, a fine in the amount of \$250.00 per day shall accrue for each day the violations remain uncured. The City is entitled to recover its administrative costs in the amount of \$342.90 from the Respondent, which amount shall be paid within seven (7) days of the date of this Order.**

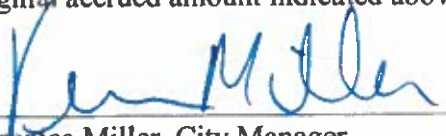
Compliance Date: **December 26, 2024**

Total Fines accrued: **Accrued fines of \$120,250.00 and Admin cost \$342.90.**
Total of \$120,592.90

Dielisse Rosario, submitted a request for a settlement amount of \$ 5,000.00 pertaining to fines. Accrued in Case 2023-748.

As a result of reviewing the case file and the Request for Reduction of Lien,
City Manager Veronica Miller does recommend _____
City Manager Veronica Miller does NOT recommend _____
City Manager Veronica Miller provides alternative counteroffer of \$24,392.90
to be paid within thirty (30) days of City Council meeting.

This request is contingent upon approval by the St. Cloud City Council at a regularly scheduled meeting. The Respondent will be notified in writing of the Council's decision. The Respondent is advised that the Code Enforcement Special Magistrate may recommend a settlement amount and a deadline for payment different from what I have recommended. Upon payment, a Satisfaction of Lien will be recorded and a copy mailed to the Respondent. If payment is not made in full within the designated time, the fine(s) will revert back to the original accrued amount indicated above.



Veronica Miller, City Manager

3/6/25
Date:

I, **Dielisse Rosario**, acknowledge and agree to the recommended settlement amount as it pertains to the above referenced Code Enforcement case. I understand that this request will be presented to the St. Cloud Code Enforcement Special Magistrate and is contingent upon his approval. I further agree to the payment terms as determined by the Magistrate.

Dielisse Rosario
Signature

3/7/2025
Date:

State of Florida	
County of <u>Orange</u>	
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this <u>7</u> day of <u>March</u> , 2025 by <u>Dielisse Rosario</u> , who is personally known to me or who has produced _____ as identification.	
<u>Melissa Sanchez</u> Name typed, printed or stamped	<u>Melissa Sanchez</u> Signature of person taking acknowledgement
_____ Title or rank	_____ Serial number if any



To: City Council Members
From: Alex Miller, Code Enforcement Officer
Thru: Tisha Manning, Zoning Manager 
Subject: Code Enforcement – Reduction of Lien
Date: March 3, 2025

Case# 2023-748

Owner(s): THR Florida LP

Address: 4201 Lavendar Way

Amount owed: OWED \$120,592.90- 481 days not in compliance for 2 violations at \$250.00 a day for a total of \$120,250.00, plus administrative cost of \$342.90.

Property Compliance Date: December 26, 2024

Violation: The violations cited were failure to prohibit but rather allowed a permit to not be obtained prior to installing a new inside A/C unit and allowing the residential dwelling to be lived in without proper maintenance and repairs at this location by the time specified.

Gravity: These are violations in which the owner(s) was found in violation by the Magistrate in August 16, 2023 and ordered to pay a fine of \$342.90 for administrative cost and \$250.00 a day if compliance was not achieved by September 1, 2023.

Cooperation: This property was purchased in November 2017, the violations were documented in April 26, 2023, and notifications by email were sent to the owner without any cooperation. A notice of violation was sent by mail to the owner, register agent and tenant. During this period, I made several attempts to reach the owner by email and by mail to correct the violations, without success. On August 1, 2023, the property was posted with the Statement of Violation and Notice of Hearing for the meeting on August 16, 2023. The property was found in violation on August 16, 2023. On December 26, 2024, I verified that the violations were corrected, and a compliance affidavit was created.

Other Violations: There has been a total of 10 cases heard by the Magistrate in which all the properties managed by IH6 Property Florida, LP and its affiliated have been

found in violation. A previous lien reduction was granted in January 2024 for Property located at 3055 Elbib Drive for Case # 2023-198.

Recommendation: The Code Enforcement Officer made all reasonable efforts to notify the property owner of the violations. The mailing address reflected on the Osceola County Property Appraiser website was used for all notifications. An email address was not available until the application for permit was submitted.

Based on the information provided, it is recommended a fair amount to settle these violations are as follows: twenty percent of the total \$120,250.00 (\$24,050.00) + the administrative cost of \$342.90 which totals a settlement amount of **\$24,392.90.**

February 19,2025

Case NO: CE 2023-748

Veronica Miller,

Please be aware that as soon as our local office was informed about this matter we work immediately to resolve it. However, the resident that was at the property at the time was not working with us. It is my understanding they were not happy with how we were fixing the issue. As soon the resident vacated the home under a lease termination in 7/2024 at which time we finished the repairs, someone moved in before we scheduled and inspection which became an issue getting into the home with the new resident.

We are requesting a reduction on the line for property address 4201 Lavender Way Saint Cloud, FL 34772. The lien total is \$120,592.90 and we would like to request that this lien total be reduced to \$5,000.

Warm regards,

Dielisse Rosario



Meeting: August 14, 2025

Agenda Item Type: First Readings and
Introduction Ordinance No. 2025-54

Community Development Agenda Item:

First Reading and Introduction for Ordinance No. 2025-54, 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 +/- 61.698 acres identified as City Parks Rezoning, Project #ZMA25-00006, from "P" Professional to "OR" Open Space/Recreation located at 1104 Lakeshore Boulevard, 317 Delaware Avenue, 300 Georgia Avenue, and 1201 13th Street, providing for entering the designation on the official Zoning Map, filing of the Planning Commission recommendation and proof of publication, severability, and effective date. (Above is full title) (Final Public Hearing will be heard on September 11, 2025) Action on Ordinance No. 2025-54 (This is a Quasi-Judicial proceeding)

Strategic Key Focus Areas:

High-Performing Government

Background Information:

Legal Authority:

Budget and Recommendation:

There is no cost associated with this item.

Planning Commission will be held on August 19, 2025.

Final Action will be held on September 11, 2025

Finance Director's Comments:

Procurement Director's Comments:

City Manager's Comments:

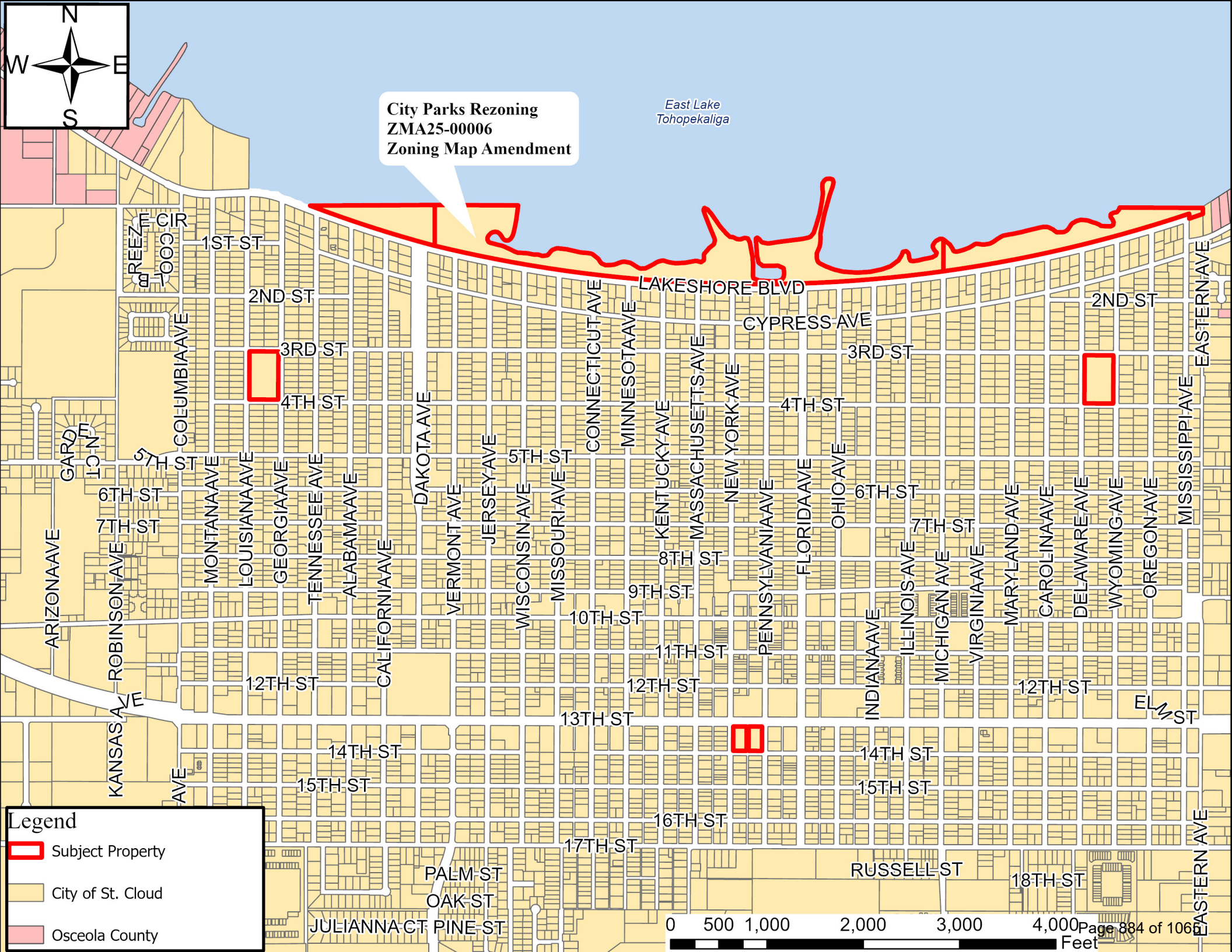
City Manager recommends approval of First Reading

City Council Action:

9/11/25 - Final Action

Attachments:

1. ZMA25-00006 Location Map
2. ZMA25-00006 CITY PARKS ORDINANCE NO 2025-54



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

ORDINANCE NO. 2025-54

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 +/- 61.698 ACRES IDENTIFIED AS CITY PARKS REZONING, PROJECT #ZMA25-00006, FROM "P" PROFESSIONAL TO "OR" OPEN SPACE/RECREATION LOCATED AT 1104 LAKESHORE BOULEVARD, 317 DELAWARE AVENUE, 300 GEORGIA AVENUE, AND 1201 13th STREET, 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 August 19, 2025; 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”:

Lakefront Park:

PARCEL: 01-26-30-00U0-0050-0000

PARCEL: 02-26-30-00U0-0050-0000

PARCEL: 03-26-30-00U0-0050-0000

Legal Description:

A PORTION OF GOVERNMENT LOTS 1 AND 2, SECTION 1, TOWNSHIP 26 SOUTH RANGE 30 EAST AND GOVERNMENT LOTS 1 2, 3 AND 4, SECTION 2, TOWNSHIP 26 SOUTH RANGE 30 EAST AND GOVERNMENT LOT 2, SECTION 3, TOWNSHIP 26 SOUTH RANGE 30 EAST ALL LYING IN OSCEOLA COUNTY, FLORIDA BOUNDED AS FOLLOWS:BOUNDED ON THE NORTH BY THE ORDINARY HIGH WATER LINE OF EAST LAKE TOHOPEKALIGA BEING ELEVATION 58.00 ACCORDING TO THE N.G.V.D 1929; BOUNDED ON THE SOUTH BY THE NORTH EDGE OF PAVEMENT OF LAKESHORE BOULEVARD; BOUNDED ON THE EAST BY THE EAST LINE OF LOT 102 SEMINOLE LAND AND INVESTMENT COMPANY'S(INCORPORATED) MAP OF THE LAKE FRONT ADDITION TO TOWN OF ST. CLOUD, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN PLAT BOOK "B", PAGES 61 THROUGH 64 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND THE NORTHERLY AND SOUTHERLY EXTENSION OF AFORESAID EAST LINE OF LOT 102 TO THE INTERSECTION OF THE NORTH AND SOUTH BOUNDED BY LINES; BOUNDED ON THE EAST BY THE WEST LINE OF LOT 2, BLOCK "A" OSCEOLA SHORES, AND THE NORTH LINE OF LOT 1, BLOCK "A" OSCEOLA SHORES AND THE EAST RIGHT OF WAY LINE OF MISSISSIPPI AVENUE, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 210 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

Goodwin Park:

PARCEL: 01-26-30-0001-0417-0010

Legal Description:

LOTS 1 THROUGH 20, BLOCK 417, GALION GARDENS, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 140 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

O.P Johnson Park:

PARCEL: 01-26-30-0001-0393-0010

LOTS 1 THROUGH 10, BLOCK 393, SEMINOLE LAND & INVESTMENT COMPANY (INCORPORATED) MAP OF LAKE FRONT ADDITION TO TOWN OF ST. CLOUD, AS

FILED AND RECORDED IN PLAT BOOK B, PAGES 61-64, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

Veteran's Park:

PARCEL: 01-26-30-0001-0245-0030

Legal Description:

ALL OF BLOCK 245, THE SEMINOLE LAND & INVESTMENT CO'S (INCORPORATED) MAP OF TOWN OF ST. CLOUD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGES 33 & 34, OF THE OFFICIAL RECORDS OF OSCEOLA COUNTY, FLORIDA.

Containing +/- 61.698 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 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 14th day of August 2025.

Final Reading on the 11th of September 2025

CITY OF ST. CLOUD

Christian B. Robertson, Mayor

ATTEST:

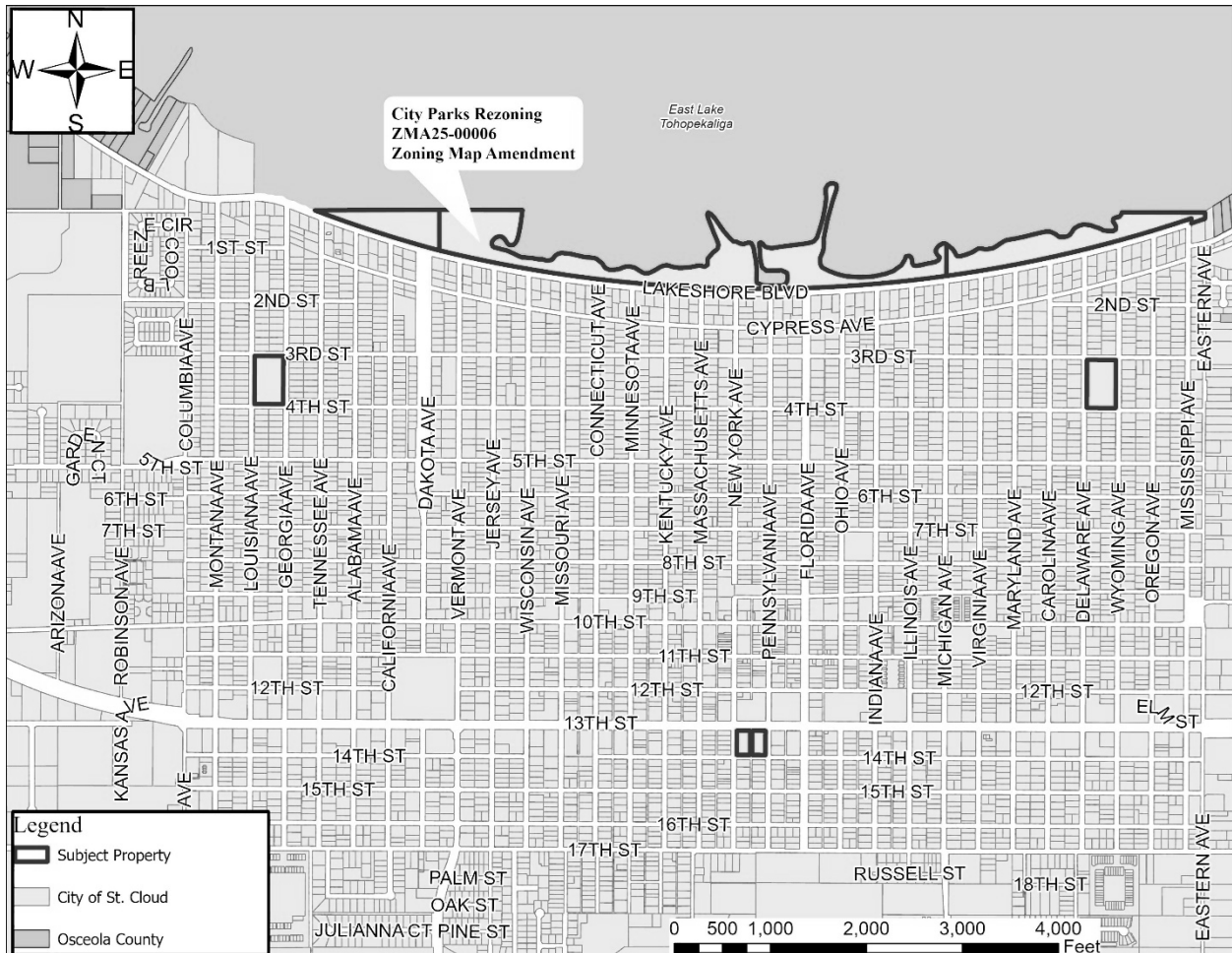
Ivy Llauro, City Clerk

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).

01-26-30-00U0-0050-0000

02-26-30-00U0-0050-0000

03-26-30-00U0-0050-0000

01-26-30-0001-0417-0010

01-26-30-0001-0393-0010

01-26-30-0001-0245-0030



Meeting: August 14, 2025

Agenda Item Type: First Readings and
Introduction Ordinance No. 2025-55

Community Development Agenda Item:

First Reading and Introduction for Ordinance No. 2025-55, 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 +/- 24.317 acres identified as Stephanie Leigh Rothstein Memorial Park Rezoning, Project #ZMA25-00008, from "A" Agriculture to "OR" Open Space/Recreation located at 2701 Missouri 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) (Final Public Hearing will be heard on September 11, 2025) Action on Ordinance No. 2025-55 (This is a Quasi-Judicial proceeding)

Strategic Key Focus Areas:

High-Performing Government

Background Information:

Legal Authority:

Budget and Recommendation:

There is no cost associated with this item.

Planning Commission will be held on August 19, 2025.

Final Action will be held on September 11, 2025

Finance Director's Comments:

Procurement Director's Comments:

City Manager's Comments:

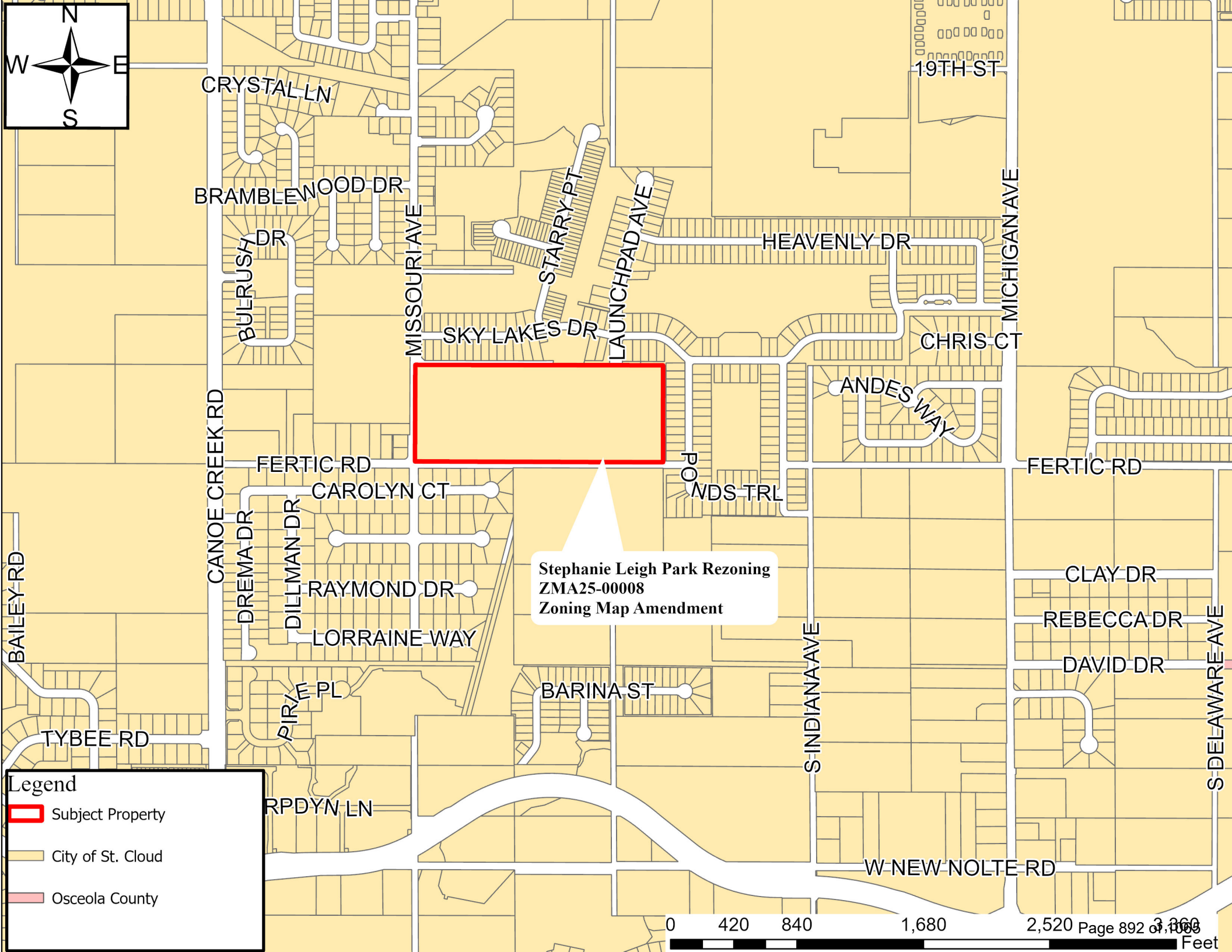
City Manager recommends approval

City Council Action:

9/11/25 - Final Action

Attachments:

1. ZMA25-00008 LOCATION MAP
2. ZMA25-00008 STEPHANIE LEIGH PARK ORDINANCE NO. 2025-55



Stephanie Leigh Park Rezoning
ZMA25-00008
Zoning Map Amendment

Legend

-  Subject Property
-  City of St. Cloud
-  Osceola County

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

ORDINANCE NO. 2025-55

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 +/- 24.317 ACRES IDENTIFIED AS STEPHANIE LEIGH ROTHSTEIN MEMORIAL PARK REZONING, PROJECT #ZMA25-00008, FROM "A" AGRICULTURE TO "OR" OPEN SPACE/RECREATION LOCATED AT 2701 MISSOURI 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 August 19, 2025; 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 Roth Memorial Park:

PARCEL: 11-26-30-0725-0001-1160

LOTS 117, 118, 123, 124, AND THE WEST 1/4 OF LOTS 116 AND 125, SEMINOLE LAND AND INVESTMENT COMPANY'S INCORPORATED SUBDIVISION OF SECTION 11, TOWNSHIP 26 SOUTH, RANGE 30 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B, PAGE 2, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

Containing +/- 24.317 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 14th day of August, 2025.

Final Reading on the 11th of September, 2025

CITY OF ST. CLOUD

Christian B. Robertson, Mayor

ATTEST:

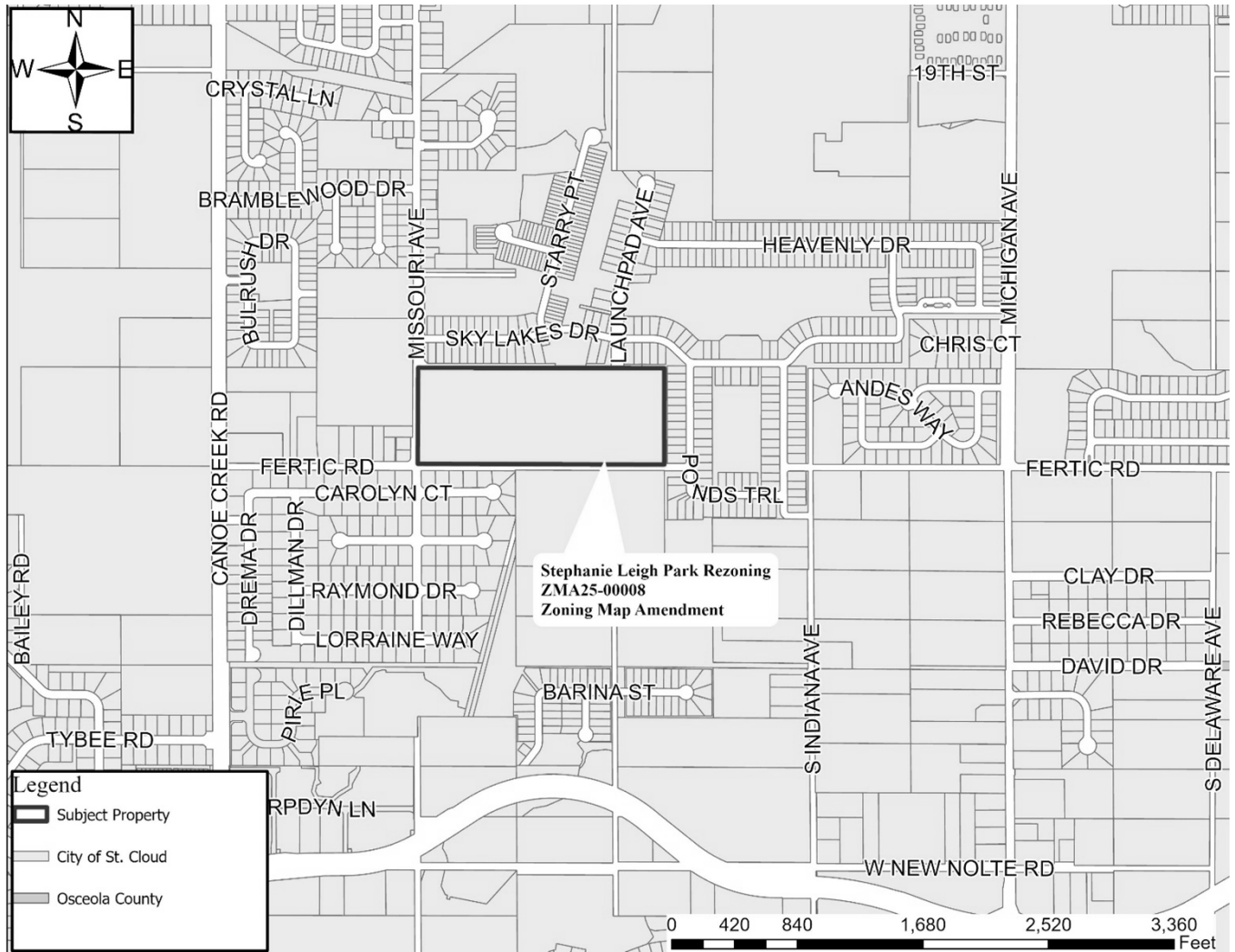
Ivy Llauro, City Clerk

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).

11-26-30-0725-0001-1160



Meeting: August 14, 2025

Agenda Item Type: First Readings and
Introduction Ordinance No. 2025-56

Community Development Agenda Item:

First Reading and Introduction for Ordinance No. 2025-56, 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 +/- 0.118 acres identified as Rummell Road Rezoning, Project #ZMA25-00009, from "R-1A" Single Family Dwelling to "OR" Open Space/Recreation generally located on the southeast corner of Rummell Road and Eastern 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) (Final Public Hearing will be heard on September 11, 2025) Action on Ordinance No. 2025-56 (This is a Quasi-Judicial proceeding)

Strategic Key Focus Areas:

High-Performing Government

Background Information:

Legal Authority:

Budget and Recommendation:

There is no cost associated with this item.

Planning Commission will be held on August 19, 2025.

Final Action will be held on September 11, 2025

Finance Director's Comments:

Procurement Director's Comments:

City Manager's Comments:

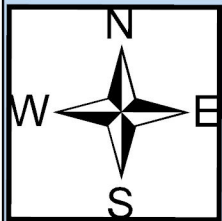
City Manager recommends approval

City Council Action:

9/11/25 - Final Action

Attachments:

1. ZMA25-00009 LOCATION MAP
2. ZMA25-00009 RUMMELL ROAD REZONING ORDINANCE NO. 2025-56



East Lake
Tohopekaliga



Rummell Road Rezoning
ZMA25-00009
Zoning Map Amendment

Legend

-  Subject Property
-  City of St. Cloud
-  Osceola County

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

ORDINANCE NO. 2025-56

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 +/- 0.118 ACRES IDENTIFIED AS RUMMELL ROAD REZONING, PROJECT #ZMA25-00009, FROM "R-1A" SINGLE FAMILY DWELLING TO "OR" OPEN SPACE/RECREATION GENERALLY LOCATED ON THE SOUTHEAST CORNER OF RUMMELL ROAD AND EASTERN 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 August 19, 2025; 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 Recreational ” zoning district classification for the property described below and as shown on Exhibit “A”:

PARCEL: 11-26-30-0725-0001-1160

Legal Description:

LOT 2, BLOCK B, LESS THE MOST NORTHERLY 10 FEET THEREOF, OSCEOLA SHORES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 320A, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

Containing +/- 0.118 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 14th day of August, 2025.

Final Reading on the 11th of September, 2025.

CITY OF ST. CLOUD

Christian B. Robertson, Mayor

ATTEST:

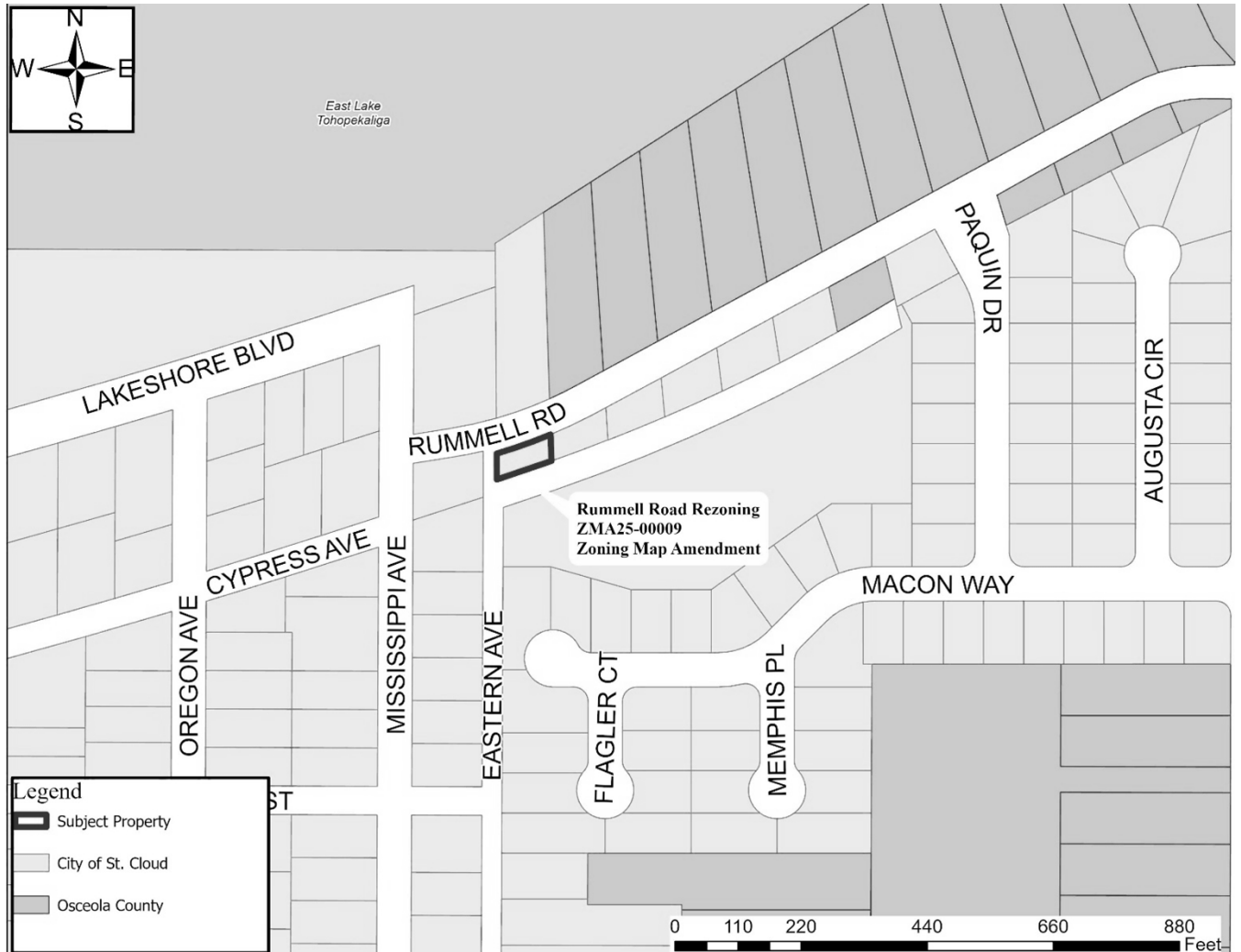
Ivy Llauro, City Clerk

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).

36-25-30-4620-000B-0020



Meeting: August 14, 2025

Agenda Item Type: First Readings and
Introduction Ordinance No. 2025-57

Community Development Agenda Item:

First Reading and Introduction for Ordinance No. 2025-57, 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 +/- 0.97 acres identified as Cannery Park Rezoning, Project #ZMA25-00010, from "R-2" Single & Two-Family Dwelling to "OR" Open Space/Recreation located at 901 Virginia 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) (Final Public Hearing will be heard on September 11, 2025) Action on Ordinance No. 2025-57 (This is a Quasi-Judicial proceeding)

Strategic Key Focus Areas:

High-Performing Government

Background Information:

Legal Authority:

Budget and Recommendation:

There is no cost associated with this item.

Planning Commission will be held on August 19, 2025.

Final Action will be held on September 11, 2025

Finance Director's Comments:

Procurement Director's Comments:

City Manager's Comments:

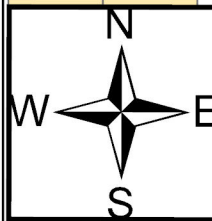
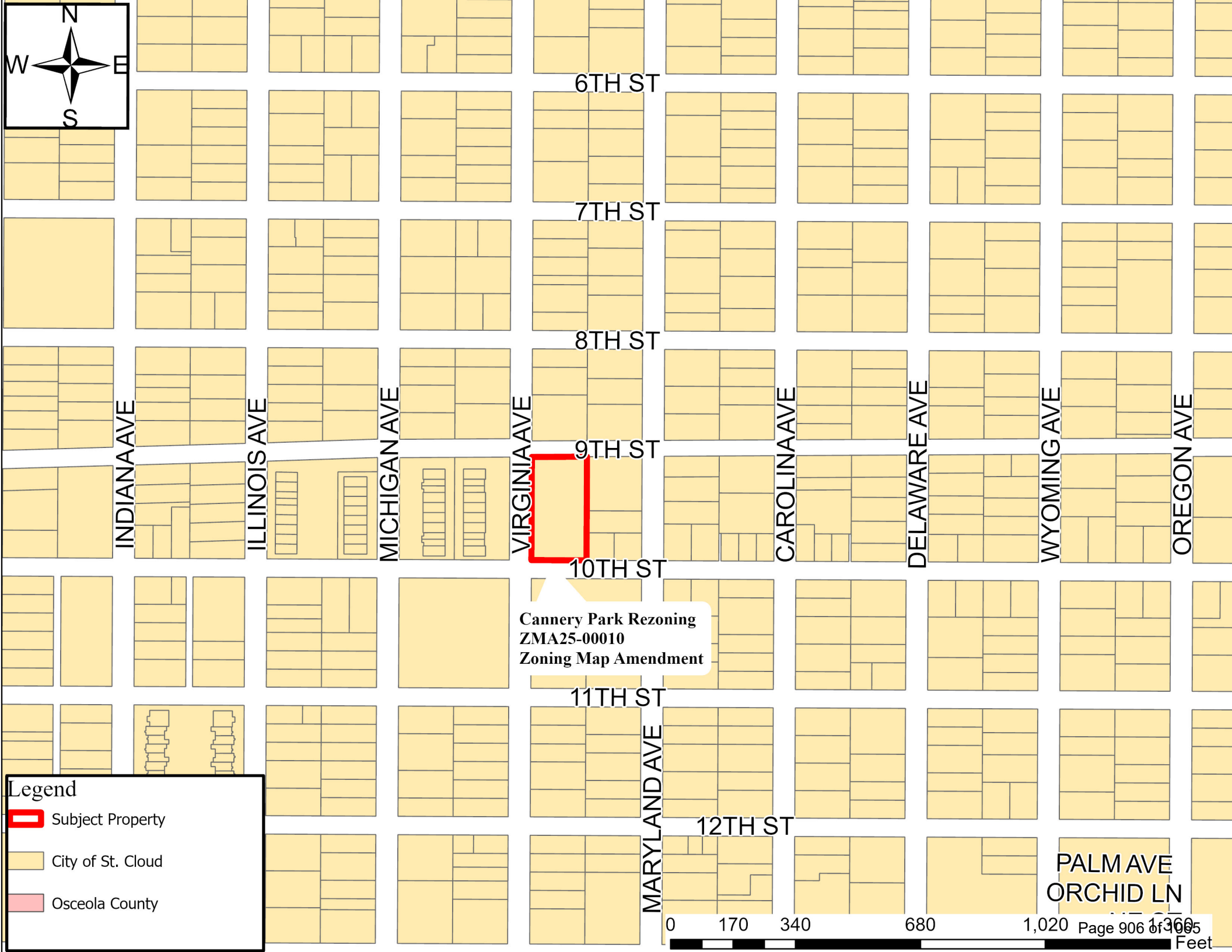
City Manager recommends approval

City Council Action:

9/11/25 - Final Action

Attachments:

1. ZMA25-00010 LOCATION MAP
2. ZMA25-00010 CANNERY PARK REZONING ORDINANCE NO. 2025-57



6TH ST

7TH ST

8TH ST

9TH ST

10TH ST

11TH ST

12TH ST

INDIANA AVE

ILLINOIS AVE

MICHIGAN AVE

VIRGINIA AVE

CAROLINA AVE

DELAWARE AVE

WYOMING AVE

OREGON AVE

MARYLAND AVE

PALM AVE
ORCHID LN

Cannery Park Rezoning
ZMA25-00010
Zoning Map Amendment

Legend

-  Subject Property
-  City of St. Cloud
-  Osceola County

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

ORDINANCE NO. 2025-57

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 +/- 0.97 ACRES IDENTIFIED AS CANNERY PARK REZONING, PROJECT #ZMA25-00010, FROM "R-2" SINGLE & TWO-FAMILY DWELLING TO "OR" OPEN SPACE/RECREATION LOCATED AT 901 VIRGINIA 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 August 19, 2025; 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 Sapce

and Recreation ” zoning district classification for the property described below and as shown on Exhibit “A”:

Parcel: 01-26-30-0001-0122-0080

Legal Description:

THAT PART OF THE ABANDONED RIGHT OF WAY OF THE KISSIMMEE-NARCOOSSEE BRANCH OF THE ATLANTIC COAST LINE RAILROAD COMPANY, ACCORDING TO THE PLAT OF SAID ABANDONED RIGHT OF WAY RECORDED IN DEED BOOK 109, PAGE 1, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, INsofar AS SAID ABANDONED RIGHT OF WAY ABUTTS AND/OR TRAVERSES ANY PART OF THE FOLLOWING LAND IN THE TOWN OF ST. CLOUD, FLORIDA ACCORDING TO THE OFFICIAL PLAT OF SAID TOWN OF ST. CLOUD, FLORIDA, ACCORDING TO THE OFFICIAL PLAT OF SAID TOWN ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF OSCEOLA COUNTY, FLORIDA, TOGETHER WITH: LOTS 8 THROUGH 14, BLOCK 122 , SEMINOLELAND & INVESTMENT CO'S (INCORPORATED) MAP OF TOWN OF ST. CLOUD, RECORDED IN PLAT BOOK 8, PAGES 33 & 34, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

Containing +/- 0.97 acres, more or less.

SECTION 2:

The property is rezoned to "OR" Open pace 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 14th day of August, 2025.

Final Reading on the 11th of September, 2025.

CITY OF ST. CLOUD

Christian B. Robertson, Mayor

ATTEST:

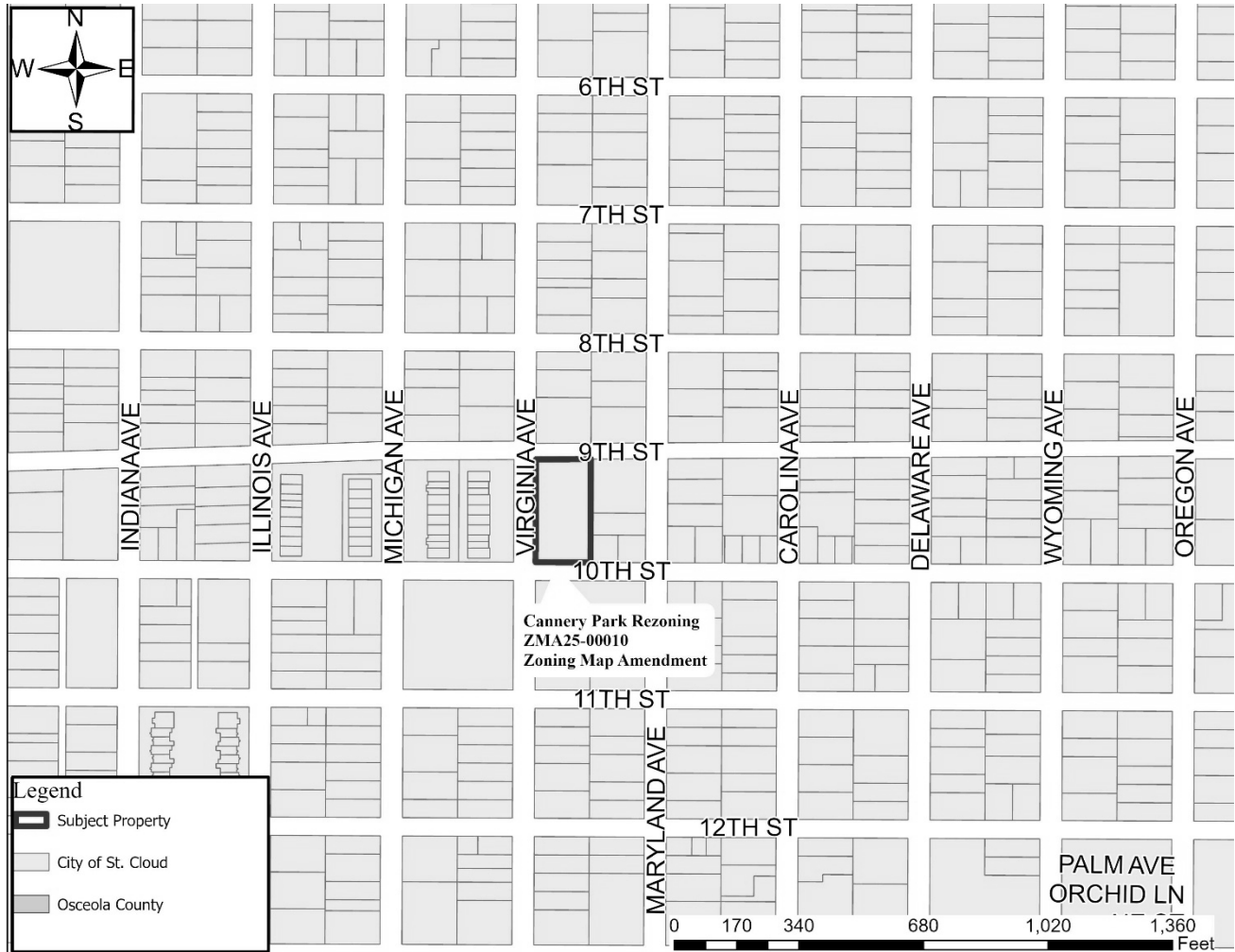
Ivy Llauro, City Clerk

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).
01-26-30-0001-0122-0080



Meeting: August 14, 2025

Agenda Item Type: First Readings and
Introduction Ordinance No. 2025-59

Community Development Agenda Item:

First Reading and Introduction for Ordinance No. 2025-59, 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 +/- 1.95 acres identified as DMI Business Park Phase 2, Project #ZMA25-00005, from "R-1A" Single Family Dwelling to "I-1" Industrial located at 1505 Orange 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) (Final Public Hearing will be heard on September 11, 2025) Action on Ordinance No. 2025-59 (This is a Quasi-Judicial proceeding)

Strategic Key Focus Areas:

High-Performing Government

Background Information:

Legal Authority:

Budget and Recommendation:

There is no cost associated with this item.

Planning Commission will be held on August 19, 2025.

Final Action will be held on September 11, 2025

Finance Director's Comments:

Procurement Director's Comments:

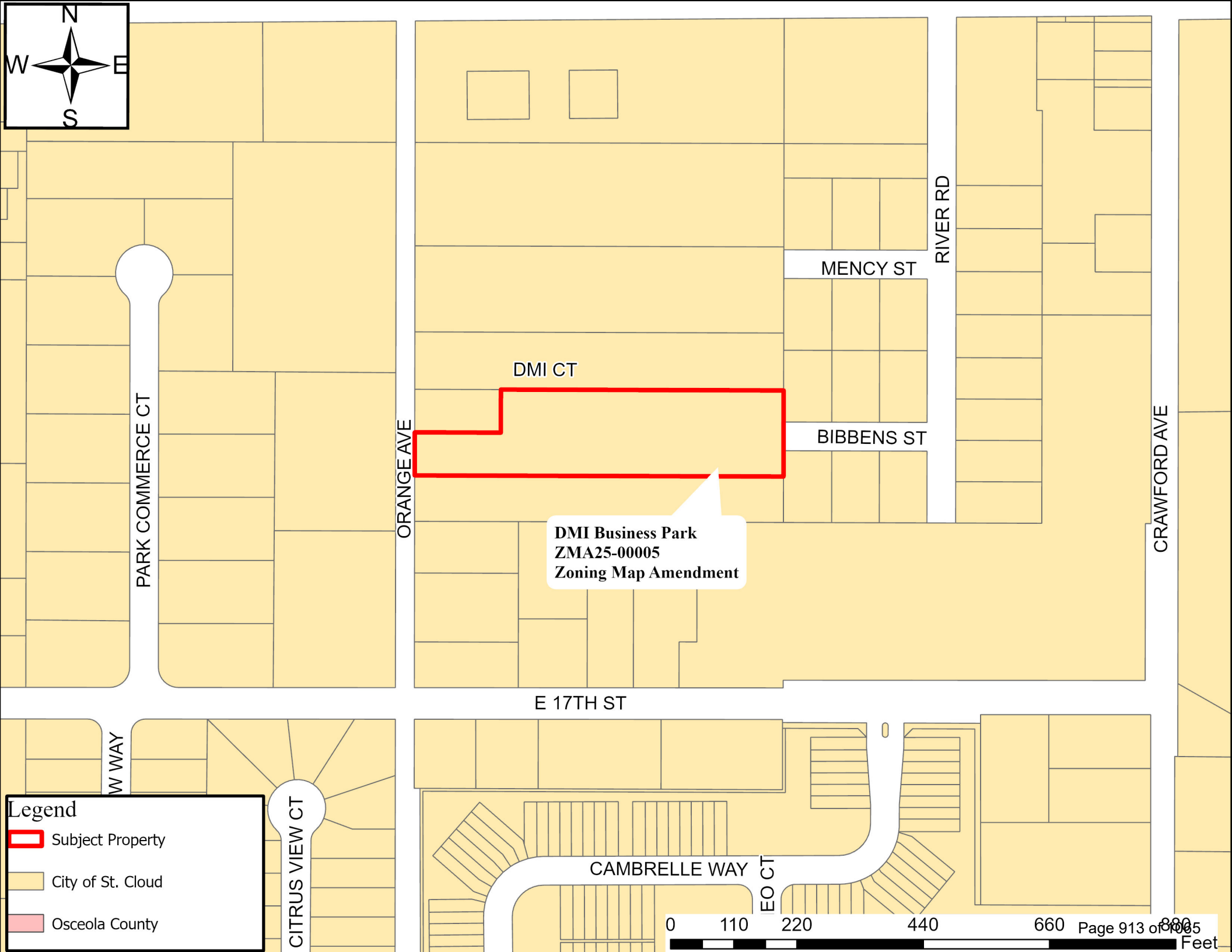
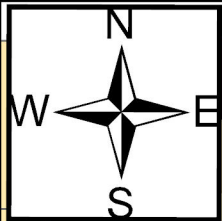
City Manager's Comments:

City Council Action:

9/11/25 - Final Action

Attachments:

1. ZMA25-00005 Location Map



ORANGE AVE

DMI CT

MENCY ST

RIVER RD

BIBBENS ST

CRAWFORD AVE

E 17TH ST

CAMBRELLE WAY

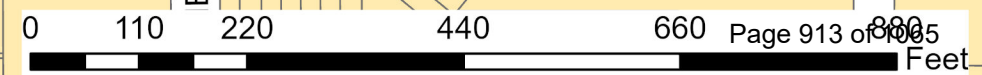
EO CT

CITRUS VIEW CT

W WAY

PARK COMMERCE CT

- Legend**
-  Subject Property
 -  City of St. Cloud
 -  Osceola County





Meeting: August 14, 2025

Agenda Item Type: First Readings and
Introduction Ordinance No. 2025-61

Community Development Agenda Item:

First Reading and Introduction for Ordinance No. 2025-61, an ordinance of the City Council of the City of St. Cloud, Florida to annex into the City of St. Cloud approximately +/- 9.04 acres identified as Grace Community Church, Project #ANX25-00017, generally located north of East Irlo Bronson Memorial Highway, east of Nova Road, south of Lake Lizzie Drive and west of Bradley Drive; in accordance with the Voluntary Annexation Provisions of Chapter 171.044, Florida Statutes. (Above is full title) (Final Public Hearing will be heard on September 11, 2025) Action on Ordinance No. 2025-61

Strategic Key Focus Areas:

High-Performing Government

Background Information:

Legal Authority:

Budget and Recommendation:

There is no cost associated with this item.

Planning Commission will be held on August 19, 2025.

Final Action will be held on September 11, 2025

Finance Director's Comments:

N/A

Procurement Director's Comments:

N/A

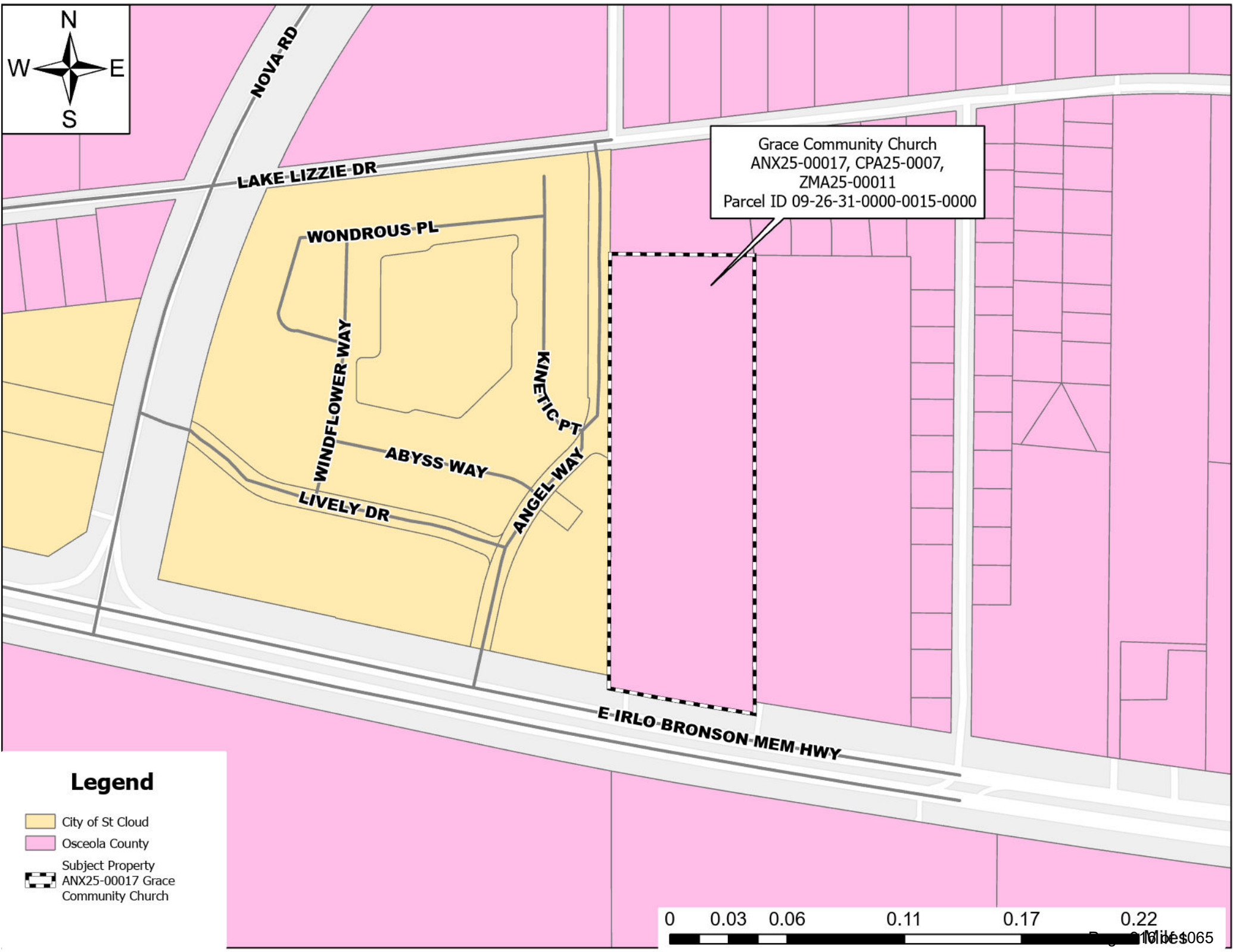
City Manager's Comments:

City Council Action:

9/11/25 - Final Action

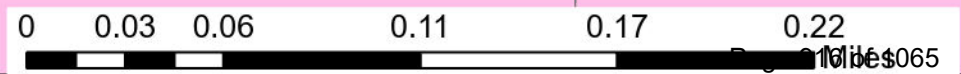
Attachments:

1. ANX25-00017 LOCATION



Legend

-  City of St Cloud
-  Osceola County
-  Subject Property
-  ANX25-00017 Grace Community Church





Meeting: August 14, 2025

Agenda Item Type: First Readings and
Introduction Ordinance No. 2025-62

Community Development Agenda Item:

First Reading and Introduction for Ordinance No. 2025-62, an ordinance of the City Council of the City of St. Cloud, Florida, assigning a Future Land Use Designation to approximately +/- 9.04 acres identified as Grace Community Church, Project #CPA25-00007, generally located north of East Irlo Bronson Memorial Highway, east of Nova Road, south of Lake Lizzie Drive and west of Bradly Drive from Community Center (County) to Community Center (City), providing for amending the official Future Land Use Map of the Comprehensive Plan, filing of the Planning Commission recommendation and proof of publication, applicability and effect, severability, copies on file and effective date. (Above is full title) (Final Public Hearing will be heard on September 11, 2025) Action on Ordinance No. 2025-62

Strategic Key Focus Areas:

High-Performing Government

Background Information:

Legal Authority:

Budget and Recommendation:

There is no cost associated with this item.

Planning Commission will be held on August 19, 2025.

Final Action will be held on September 11, 2025

Finance Director's Comments:

Procurement Director's Comments:

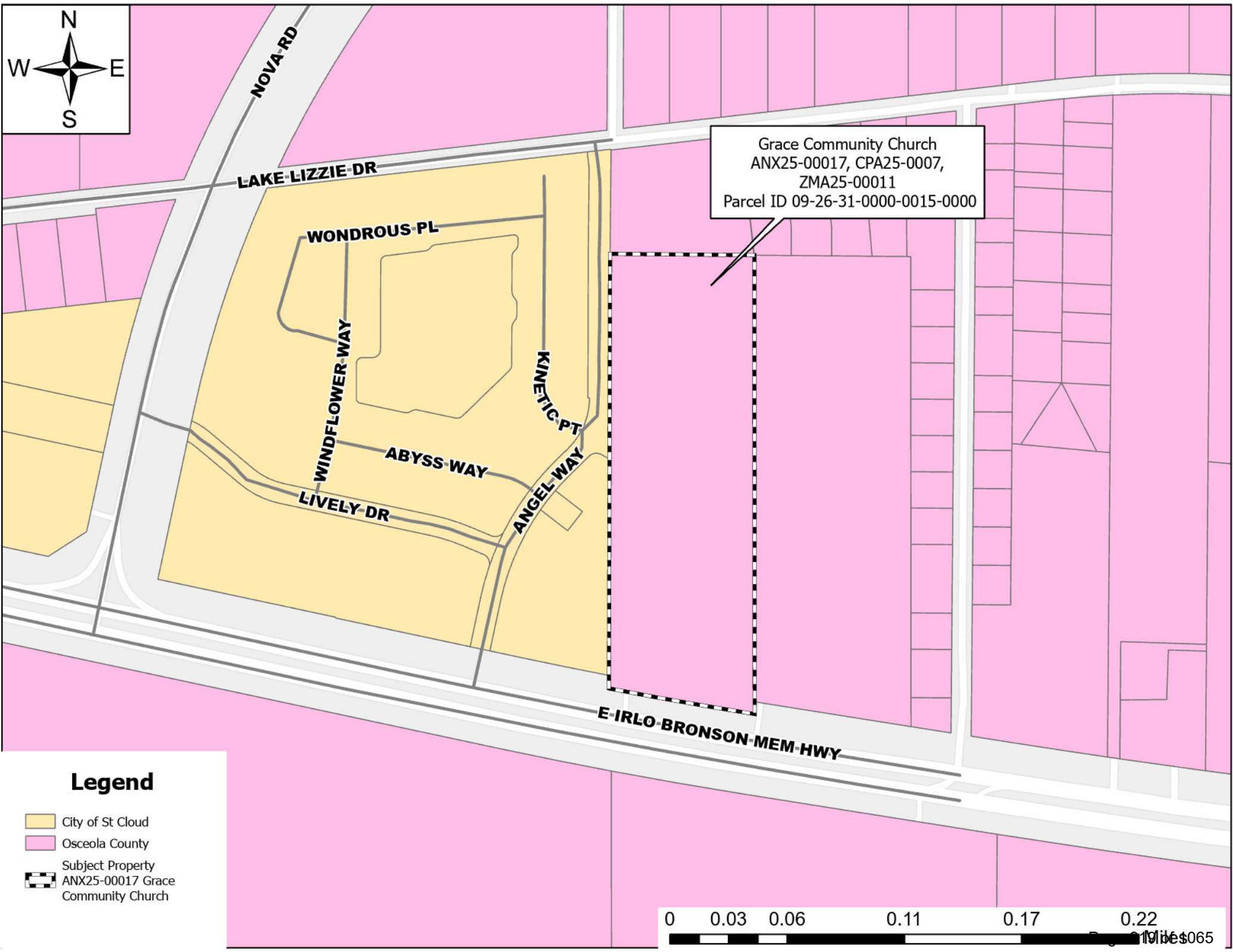
City Manager's Comments:

City Council Action:

9/11/25 - Final Action

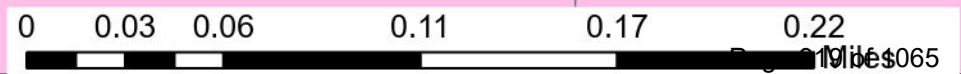
Attachments:

1. ANX25-00017LOCATION



Legend

-  City of St Cloud
-  Osceola County
-  Subject Property
ANX25-00017 Grace
Community Church





Meeting: August 14, 2025

Agenda Item Type: First Readings and
Introduction Ordinance No. 2025-63

Community Development Agenda Item:

First Reading and Introduction for Ordinance No. 2025-63, 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 City of St. Cloud, Florida, specifically, changing the zoning designation of approximately +/- 9.04 acres identified as Grace Community Church, Project #ZMA25-00011, from "CCP" Community Center Perimeter (County) to "CCP" Community Center Perimeter (City) generally located north of East Irlo Bronson Memorial Highway, east of Nova Road, south of Lake Lizzie Drive 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) (Final Public Hearing will be heard on September 11, 2025) Action on Ordinance No. 2025-63 (This is a Quasi-Judicial proceeding)

Strategic Key Focus Areas:

High-Performing Government

Background Information:

Legal Authority:

Budget and Recommendation:

There is no cost associated with this item.

Planning Commission will be held on August 19, 2025.

Final Action will be held on September 11, 2025

Finance Director's Comments:

Procurement Director's Comments:

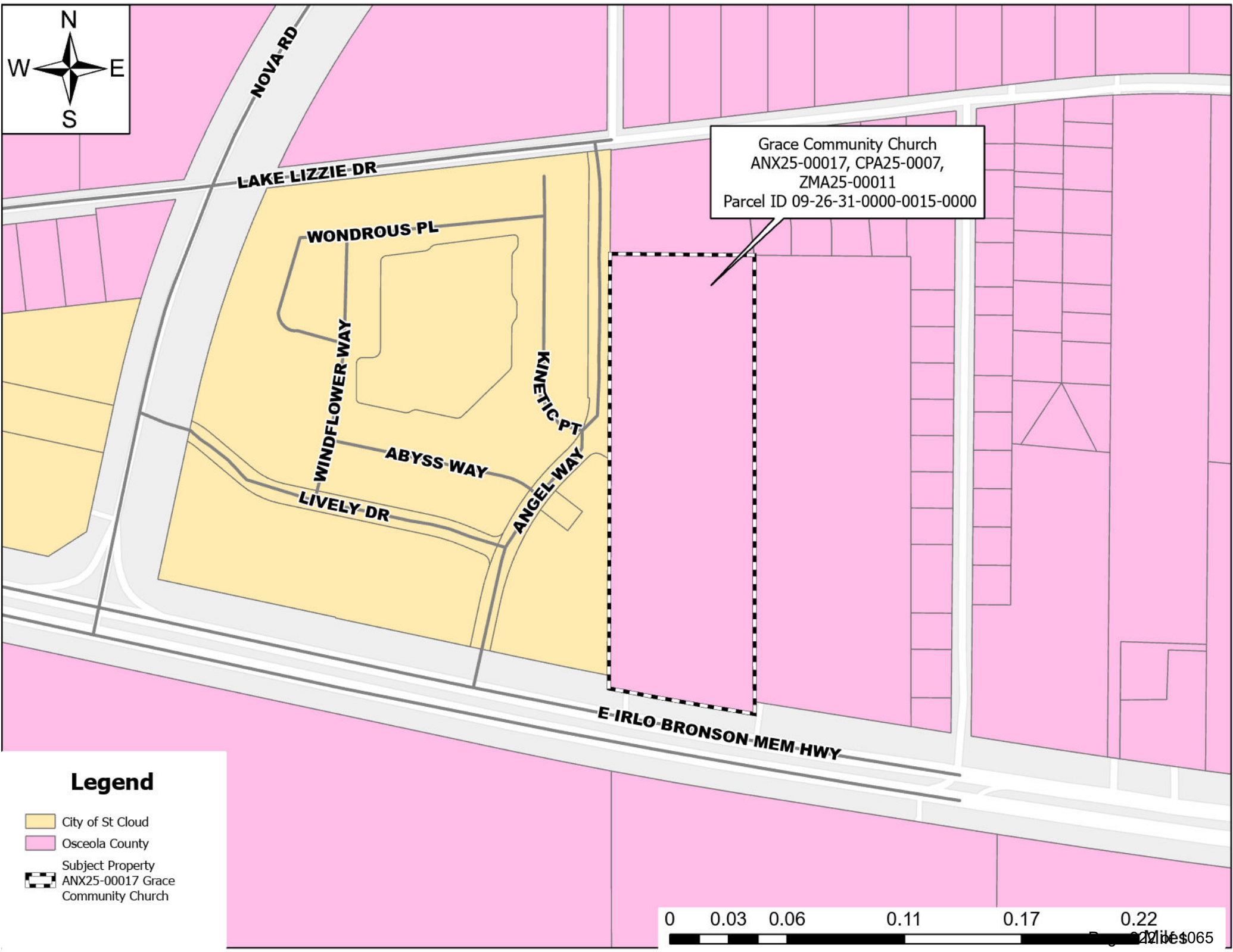
City Manager's Comments:

City Council Action:

9/11/25 - Final Action

Attachments:

1. ZMA25-00011 LOCATION



Grace Community Church
ANX25-00017, CPA25-0007,
ZMA25-00011
Parcel ID 09-26-31-0000-0015-0000

Legend

-  City of St Cloud
-  Osceola County
-  Subject Property
ANX25-00017 Grace
Community Church



Meeting: August 14, 2025

Agenda Item Type: First Readings and
Introduction Ordinance No. 2025-64

Community Development Agenda Item:

First Reading and Introduction for Ordinance No. 2025-64, an ordinance of the City Council of the City of St. Cloud, Florida, amending Chapter 3, "Performance and Siting Standards" of the Land Development Code, by amending Article 15, titled "Supplemental Regulations" by amending Section 3.15.12 "Classification of Annexed Land.", identified as LDC Table of Classified Lands Update, Project # CCA25-00004, providing for severability, scrivener's errors, conflict, administrative correction, codification, publication, and an effective date. (Above is full title) (Final Public Hearing will be heard on September 11, 2025) Action on Ordinance No. 2025-64

Strategic Key Focus Areas:

High-Performing Government

Background Information:

Legal Authority:

Budget and Recommendation:

There is no cost associated with this item.

Planning Commission will be held on August 19, 2025.

Final Action will be held on September 11, 2025

Finance Director's Comments:

Procurement Director's Comments:

City Manager's Comments:

City Manager recommends approval of First Reading

City Council Action:

9/11/25 - Final Action

Attachments:

1. CCA25-00004 LDC Table of Classified Land Update Staff Memo 081425 CC1
2. Ordinance 2025-64 LDC Table of Classified Land Update 081925_DRAFT



**MEMORANDUM REPORT
FOR CITY COUNCIL - ON AUGUST 14, 2025**

To: City Council Members

From: Caroline Horton, Senior Planner

Thru: Melissa Dunklin, CMP, Community Development Director

Subject: LDC Amendment to Chapter 3, “Performance and Siting Standards” of the Land Development Code, by amending Article 15, titled “Supplemental Regulations” by amending Section 3.15.12 “Classification of Annexed Land.”.
Case No. CCA25-00004 – Ordinance No. 2025-64

Date: August 14, 2025

REQUEST:

The request is to approve Ordinance No. 2025-64 for the amendment of Chapter 3, “Performance and Siting Standards” of the Land Development Code, by amending Article 15, titled “Supplemental Regulations” by amending Section 3.15.12 “Classification of Annexed Land.”, identified as LDC Table of Classified Land Update, Project # CCA25-00004, providing for severability, scrivener’s errors, conflict, administrative correction, codification, publication, and an effective date.

Staff initiated this request to update the tables that automatically assign a zoning district and Future Land Use designation to properties that are annexed into the City to be in agreement with the Future Land Use Element of the Comprehensive Plan. Property that is annexed into the City of St. Cloud will automatically be assigned the corresponding zoning district classification and Future Land Use designation according to the tables included in the ordinance.

BACKGROUND:

The proposed amendment of Chapter 3, “Performance and Siting Standards” of the Land Development Code, by amending Article 15, titled “Supplemental Regulations” by amending Section 3.15.12 “Classification of Annexed Land.” would bring the City of St. Cloud Land Development Code in accordance with the City of St. Cloud Comprehensive Plan Future Land Use Element.

On December 14, 2014, the City adopted Ordinance No. 2014-30 that added a new section pertaining to classifications of annexed land.

On September 11, 2025, the City of St. Cloud is proposing an update to the Future Land Use Element of the Comprehensive Plan that would introduce additional future land use designations. These new FLU designations, along with updates to the Osceola County Zoning districts necessitate an update to the Land Development Code Table of Classified Lands.

STRATEGIC PLAN GOALS:

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

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

STAFF RECOMMENDATION:

Staff recommends **APPROVAL** of Ordinance No. 2025-64.

Attachments:

Ordinance No. 2025-64

1 RETURN TO:
2 CITY OF ST. CLOUD
3 DEPT. OF COMMUNITY DEVELOPMENT
4 1300 9TH STREET
5 ST. CLOUD, FL 34769
6

7 **ORDINANCE NUMBER 2025-64**
8

9 **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD,**
10 **FLORIDA, AMENDING CHAPTER 3, "PERFORMANCE AND SITING**
11 **STANDARDS" OF THE LAND DEVELOPMENT CODE, BY AMENDING ARTICLE**
12 **15, TITLED "SUPPLEMENTAL REGULATIONS" BY AMENDING SECTION**
13 **3.15.12 "CLASSIFICATION OF ANNEXED LAND.", IDENTIFIED AS LDC TABLE**
14 **OF CLASSIFIED LANDS UPDATE, PROJECT # CCA25-00004, PROVIDING FOR**
15 **SEVERABILITY, SCRIVENER'S ERRORS, CONFLICT, ADMINISTRATIVE**
16 **CORRECTION, CODIFICATION, PUBLICATION, AND AN EFFECTIVE DATE.**
17

18 WHEREAS, as provided in section 2(b), Article VIII of the Constitution of the State of Florida,
19 and section 166.021(1), Florida Statutes, the City of St. Cloud, Florida, a municipal corporation;
20 enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal
21 government, perform municipal functions, and render municipal services, and may exercise any
22 power for municipal purposes, except as expressly prohibited by law; and
23

24 WHEREAS, as provided in section 166.021(3), Florida Statutes, the governing body of each
25 municipality in the state has the power to enact legislation concerning any subject matter upon
26 which the state legislature may act, except when expressly prohibited by law; and
27

28 WHEREAS, the Planning Commission held a public hearing on this request on August 19, 2025
29 at which it made a recommendation of APPROVAL;
30

31 WHEREAS, the City Council of the City of St. Cloud, Florida, deems it necessary to amend
32 Chapter 3 "Performance and Siting Standards" of the Land Development Code of the City of St.
33 Cloud, Florida; and
34

35 WHEREAS, the provisions of this Ordinance are consistent with the Goals, Objectives, and
36 Policies of the Comprehensive Plan of the City of St. Cloud, Florida, as codified are hereby ratified
37 and affirmed; and
38

39 WHEREAS, the City Council of the City of St. Cloud, Florida, has taken all actions in accordance
40 with the requirements and procedures mandated by State law; and
41

42 WHEREAS, for the purpose of this Ordinance, underline type shall constitute additions to the
43 original text, strikethrough type shall constitute deletions to the original text and **** shall
44 constitute ellipses to the original text.
45

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

SECTION 1

Amend section 3.15.12 of Chapter 3, Performance and Siting Standards of the St. Cloud Land Development Code to read as follows:

3.15.12. - Classification of annexed land.

- A. All territory which may hereafter be annexed into the city shall be automatically classified as being in the corresponding zoning district according to the table below until such classification shall have been changed by an amendment as provided by law.

TABLE 3.15.12a		
St. Cloud Osceola County Zoning Conversion Table		
St. Cloud Zoning District	Osceola County Zoning District	Osceola County Preceding Zoning District
Agricultural/Residential Zoning Districts		
A	ARE, <u>AC</u>	AC, E-5
R-E	US, <u>RS</u>	E-1, E-1A, E-2, E-2A, R-1, R-2, RS-1, RS-1A, RS-1C
R-1		RS-2
R-1A		RS-3
R-1B	LDR	
<u>JPA-LDR</u>	<u>LDR</u>	
R-3	MDR	RM-1, RM-2, RM-3
<u>JPA-MDI</u>	<u>MDR</u>	
R-4	HDR	
MH-A	US-M, MDR-M	RMH, RMH-1, RMH-1A, R1-M, R2-M
PUD	PD	
Commercial/Industrial Zoning Districts		
NB	CN	CR
BC	EC	
P	CO, IN	
HB	CG, CT, RPB	

I-1 <u>Employment</u>	IR	
I-2 <u>Employment</u>	IG, IM	IB
PUD	PD	
<u>NCC</u>	<u>NCC (Neighborhood Center)</u>	
<u>NCM</u>	<u>NCM (Neighborhood Center)</u>	
<u>CCC</u>	<u>CCC (Community Center)</u>	
<u>CCP</u>	<u>CCP (Community Center)</u>	
<u>UCC</u>	<u>UCC (Urban Center)</u>	
<u>UCP</u>	<u>UCP (Urban Center)</u>	
<u>ECC</u>	<u>ECC (Employment Center)</u>	
<u>ECP</u>	<u>ECP (Employment Center)</u>	

- B. All territory which may hereafter be annexed into the city shall be automatically assigned the corresponding future land use designation according to the table below until such designation shall have been changed by an amendment as provided by law.

TABLE 3.15.12b	
Future Land Use Designation	
St. Cloud Zoning District	Assigned St. Cloud Future Land Use Designation
<u>A</u>	<u>Agriculture/Rural</u>
A	Low Density Residential
R-E	Low Density Residential
R-1	Low Density Residential
R-1A	Low Density Residential
R-1B	Low Density Residential
<u>PUD</u>	<u>Low Density Residential</u>
<u>JPA-LDR</u>	<u>JPA Low Density Residential</u>
R-2	Medium Density Residential
R-2A	Medium Density Residential
R-3	Medium Density Residential
R-4	High Density Residential
MH-2	Medium Density Residential
MH-A	Medium Density Residential

PUD	Medium Density Residential
<u>R-2</u> <u>R-2A</u> <u>R-3</u> <u>NB</u> <u>P</u>	<u>JPA Medium Density and Intensity</u>
<u>R-4</u>	<u>High Density Residential</u>
<u>PUD</u>	<u>High Density Residential</u>
NB	Commercial
<u>HB</u>	<u>Commercial</u>
BC	Commercial
CBD-1	Commercial
CBD-2	Commercial
P	Commercial
HB	Commercial
<u>NB</u>	<u>Neighborhood Commercial</u>
<u>I-1, I-2, I-2A, I-3, P</u>	<u>Employment</u>
I-1	Industrial
I-2	Industrial
<u>P</u>	<u>Institutional</u>
<u>OR, P</u>	<u>Park/Open Space</u>
<u>MIX</u>	<u>Mixed-Use</u>
<u>NCC, NCP</u>	<u>JPA Neighborhood Center</u>
<u>CCC, CCP</u>	<u>JPA Community Center</u>
<u>UCC, UCP</u>	<u>JPA Urban Center</u>
<u>ECC,ECP</u>	<u>JPA Employment Center</u>

SECTION 2

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 3 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,

71 distinct and independent provision, and such holding shall not affect the validity of the remaining
72 portions thereof.

73
74 SECTION 4 CONFLICT.

75 This action supersedes all codes and ordinances of the City or parts of, in conflict with this
76 ordinance, to the extent of the conflict.

77
78 SECTION 5 CODIFICATION.

79 Section 1 of this Ordinance shall be codified in the Land Development Code for the City of St.
80 Cloud, Florida, separate and apart from the Code of St. Cloud. The codifier is authorized to make
81 editorial changes not affecting the substance of this ordinance in the substitution of "article" for
82 "ordinance", "section" for "paragraph", or otherwise take such editorial license.

83
84 SECTION 6 PUBLICATION AND EFFECTIVE DATE.

85 This Ordinance shall be published as provided by law and it shall become law and shall take effect
86 immediately upon its Second Reading and Final Passage.

87 First Reading on the 14th day of August 2025.

88 Second Reading on the 11th day of September 2025.

89
90 CITY OF ST. CLOUD

91
92
93 _____
94 Christian B. Robertson, Mayor

95
96
97 ATTEST:

98
99 _____
100 Ivy Llauro, City Clerk

101
102
103 LEGAL IN FORM AND VALID IF ADOPTED:
104 DeBeaubien, Simmons, Knight, Mantzaris & Neal, LLP

105
106 _____
107 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.



Meeting: August 14, 2025

Agenda Item Type: First Readings and
Introduction Ordinance No. 2025-65

Community Development Agenda Item:

First Reading and Introduction for Ordinance No. 2025-65, an ordinance of the City Council of the City of St. Cloud, Florida, amending Chapter 3, "Performance and Siting Standards" of the Land Development Code, by adding a new article, titled "Article 12, Urban Infill Centers", identified as Urban Infill Centers LDC Update, Project # CCA25-00005, providing for Urban Infill Centers Standards and also includes severability, scrivener's errors, conflict, administrative correction, codification, publication, and an effective date.(Above is full title) (Final Public Hearing will be heard on September 11, 2025) Action on Ordinance No. 2025-65

Strategic Key Focus Areas:

High-Performing Government

Background Information:

Legal Authority:

Budget and Recommendation:

There is no cost associated with this item.

Planning Commission will be held on August 19, 2025.

Final Action will be held on September 11, 2025

Finance Director's Comments:

Procurement Director's Comments:

City Manager's Comments:

City Manager recommends approval of First Reading

City Council Action:

9/11/25 - Final Action

Attachments:

1. CCA25-00005 Urban Infill Centeres LDC Update Staff Memo 081425 CC1

2. Ordinance 2025-65 Urban Infill Centers Update 081425_DRAFT



**MEMORANDUM REPORT
FOR CITY COUNCIL - ON AUGUST 14, 2025**

To: City Council Members

From: Caroline Horton, Senior Planner

Thru: Melissa Dunklin, CMP, Community Development Director

Subject: LDC Amendment to Chapter 3, "Performance and Siting Standards" of the Land Development Code, by adding a new Article, titled "Article 12, Urban Infill Centers".
Case No. CCA25-00005 – Ordinance No. 2025-65

Date: August 14, 2025

REQUEST:

The request is to approve Ordinance No. 2025-65 for the amendment of Chapter 3, "Performance and Siting Standards" of the Land Development Code, by adding a new Article, titled "Article 12, Urban Infill Centers", identified as Urban Infill Centers LDC Update, Project # CCA25-00005, providing for Urban Infill Centers standards and also includes severability, scrivener's errors, conflict, administrative correction, codification, publication, and an effective date.

Staff initiated this request to update the Land Development Code (LDC) to correspond with proposed updates to the Future Land Use Element of the Comprehensive Plan with an adoption hearing scheduled for September 11, 2025. Anticipated updates to the City of St. Cloud Future Land Use Element designations necessitated corresponding zoning district classifications and standards to be included in the LDC.

BACKGROUND:

On September 11, 2025, the City of St. Cloud is proposing an update to the Future Land Use Element of the Comprehensive Plan that would introduce additional future land use designations. These new FLU designations, along with updates to the Osceola County Zoning districts necessitate an update to the City of St. Cloud Land Development Code.

STRATEGIC PLAN GOALS:

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

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

STAFF RECOMMENDATION:

Staff recommends **APPROVAL** of Ordinance No. 2025-65.

Attachments:

Ordinance No. 2025-65

1 RETURN TO:
2 CITY OF ST. CLOUD
3 DEPT. OF COMMUNITY DEVELOPMENT
4 1300 9TH STREET
5 ST. CLOUD, FL 34769
6

7 **ORDINANCE NUMBER 2025-65**

8
9 **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. CLOUD,**
10 **FLORIDA, AMENDING CHAPTER 3, "PERFORMANCE AND SITING**
11 **STANDARDS" OF THE LAND DEVELOPMENT CODE, BY ADDING A NEW**
12 **ARTICLE, TITLED "ARTICLE 12, URBAN INFILL CENTERS" IDENTIFIED AS**
13 **URBAN INFILL CENTERS LDC UPDATE, PROJECT # CCA25-00005, PROVIDING**
14 **FOR URBAN INFILL CENTERS STANDARDS AND ALSO INCLUDES**
15 **SEVERABILITY, SCRIVENER'S ERRORS, CONFLICT, ADMINISTRATIVE**
16 **CORRECTION, CODIFICATION, PUBLICATION, AND AN EFFECTIVE DATE.**

17
18 WHEREAS, as provided in section 2(b), Article VIII of the Constitution of the State of Florida,
19 and section 166.021(1), Florida Statutes, the City of St. Cloud, Florida, a municipal corporation;
20 enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal
21 government, perform municipal functions, and render municipal services, and may exercise any
22 power for municipal purposes, except as expressly prohibited by law; and
23

24 WHEREAS, as provided in section 166.021(3), Florida Statutes, the governing body of each
25 municipality in the state has the power to enact legislation concerning any subject matter upon
26 which the state legislature may act, except when expressly prohibited by law; and
27

28 WHEREAS, the Planning Commission held a public hearing on this request on August 19, 2025
29 at which it made a recommendation of APPROVAL;
30

31 WHEREAS, the City Council of the City of St. Cloud, Florida, deems it necessary to amend
32 Chapter 3 "Performance and Siting Standards" of the Land Development Code of the City of St.
33 Cloud, Florida; and
34

35 WHEREAS, the provisions of this Ordinance are consistent with the Goals, Objectives, and
36 Policies of the Comprehensive Plan of the City of St. Cloud, Florida, as codified are hereby ratified
37 and affirmed; and
38

39 WHEREAS, the City Council of the City of St. Cloud, Florida, has taken all actions in accordance
40 with the requirements and procedures mandated by State law; and
41

42 WHEREAS, for the purpose of this Ordinance, underline type shall constitute additions to the
43 original text, strikethrough type shall constitute deletions to the original text and **** shall
44 constitute ellipses to the original text.
45

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

SECTION 1

Add Article 12 of Chapter 3, Performance and Siting Standards of the St. Cloud Land Development Code to read as follows:

ARTICLE - 12 URBAN INFILL CENTERS STANDARDS

3.12.1. - GENERAL PROVISIONS

- A. **RELATIONSHIP TO OTHER LAND DEVELOPMENT CODE CHAPTERS.** The Standards in this Chapter apply to properties shown on the City's Future Land Use Map and identified in the Comprehensive Plan as an Urban Infill Centers. If there are conflicts between these Standards and standards contained elsewhere in the Land Development Code, the Standards in this Article shall prevail. Development aspects not covered by these Standards shall be governed by the standards contained elsewhere in the Land Development Code.
- B. **PURPOSE.** The standards are intended to enable the creation of compact development areas that encourage walkability and transit use. Centers types include Neighborhood, Community, Urban, Employment and Medium Density and Intensity (MDI). Each center will vary in intensity and density scale and shall be exclusive in the Urban Infill Area outside of the Urban Expansion Area.
- C. **MIX OF USES.** For all projects within Urban Infill Center Core, with the exception of Neighborhood Centers, a minimum of four-thousand (4,000) square feet of non-residential use per acre is required. Uses may be mixed vertically or horizontally with the minimum requirement to be achieved at build-out. Non-residential square footage shall be built at project inception when planned vertically and/or reserved by acreage when planned horizontally. Residential developments within the perimeter must demonstrate direct pedestrian access to existing or planned non-residential development within one-quarter (1/4) mile of the project, or a transit stop; or shall be required to provide a minimum of one thousand (1,000) square feet of non-residential use per acre. Neighborhood support uses such as schools and other institutional uses, parks, and houses of worship shall not count toward meeting non-residential requirements.
- D. **CENTER TYPES.** Zoning districts shall be determined based on data and analysis. Adjustments to the perimeter and core may be processed with the submittal of a unified plan. Requests shall be evaluated for consistency with the overall policy criteria for core and perimeter areas, and may consider factors such as, but not limited to, adjacency to the perimeter or core, the percentage of change in area, natural and physical limitations, and compatibility with surrounding development.
1. **Neighborhood Center.** Primarily intended for small-scale, neighborhood-serving retail and office; recreational, public, or civic uses; entertainment and a supporting mix of residential types, including mixed use buildings.
 - a. Neighborhood Center (NCC/NCM) is defined as an area up to ten (10) acres, located within a Neighborhood Center FLUM designation, and adjacent to a local street, avenue, or boulevard.
 2. **Community Center.** Primarily intended for large-scale retail and office, civic uses, and medium- to high-density residential.
 - a. Community Center Core (CCC) is defined as an area greater than ten (10) up to seventy (70) acres, centrally located within a Community Center FLUM designation.
 - b. Community Center Perimeter (CCP) is defined as an area generally extending one-half (½) mile outside the center core.

3. **Urban Center.** Primarily intended for large-scale retail and office, and intense residential development.
- a. Urban Center Core (UCC) is defined as an area of a minimum of seventy (70) acres, centrally located within an Urban Center FLUM designation.
- b. Urban Center Perimeter (UCP) is defined as an area generally extending one (1) mile outside the center core.
4. **Employment Center.** Primarily intended to provide intense workplace developments such as research firms, national headquarters, medical and professional offices, hospitals and light industrial development; ancillary retail is intended to serve the needs of employees; secondary education facilities including colleges and universities. Residential development is intended to provide a variety of housing types for the employees of the center.
- a. Employment Center Core (ECC) is defined as an area of a minimum of seventy (70) acres, centrally located within an Employment Center FLUM designation.
- b. Employment Center Perimeter (ECP) is defined as an area generally extending one (1) mile outside the center core.
5. **Medium Density and Intensity (MDI).** This designation is intended for a mixture of residential and non-residential development that supports commercial areas and transit, and provides a transition to higher intensities and densities, or transportation corridors within the Urban Infill Area of the UGB.
- a. Residential density must be greater than eight and less than 18 units per acre.
- b. In addition to residential development, uses such as offices and professional services, as well as ancillary commercial, may be permitted based on compatibility, access, and development standards identified in the Land Development Code. Non-residential uses shall be limited to a maximum 1.0 FAR. Support Uses such as schools, parks, and places of worship shall be permitted.

E. **BUILDING ORIENTATION FOR URBAN INFILL CENTERS.**

1. **Building Siting for Urban Infill Centers.** The following standards apply to principal buildings within the Urban Infill Centers. Single-family properties shall comply with Siting and Architectural standards contained within Article 5.
- a. The PS/SDP must identify primary, secondary, and service frontages. Primary frontages shall face each other to the maximum extent feasible. Any given block must be comprised of two (2) primary frontages; only connections which provide shaded and direct pedestrian access shall be considered toward meeting minimum block sizes. Block connections not associated with a street shall consist of a sidewalk or paved pathway, a minimum of eight (8) feet wide and shaded with canopy trees an average of forty (40) feet on center.
- b. All buildings must face a primary frontage or civic space. Building sides facing primary or secondary frontage, or civic space shall comply with the architecture standards contained herein. Conceptual elevations shall be required at SDP.
- c. A building's primary entrance shall be located on the facade facing the primary frontage or civic space. Primary entrance is the principal pedestrian access to a building, even if customers or residents may more frequently use a secondary entrance associated with a garage, parking area, driveway or other vehicle use area. The entrance shall have the architectural detailing that sets it apart from other entrances and allows it to be recognized as the building's primary access point.
- d. Within Urban Centers, Employment Centers and Community Centers Core, buildings shall be at least two (2) stories in height.
- e. Upper floor residential units must have a visible ground floor entrance facing the front or side street, a civic space, or a pedestrian passageway. This may be a common entrance serving multiple units.
2. **Build-to-Line (BTL).**

- a. The BTL for building facades shall be as shown in Table 3.12-1 below. A minimum percentage of each block (the expanse of street from one (1) intersection to the next) facing a primary frontage shall be comprised of building facade, as set forth in the table. This percentage shall be calculated for the linear building façade at the first floor.
- b. The BTL shall be consistent along each facing street block. A civic space or café-table seating area that meets the following standards will be considered part of the BTL setback or Frontage Build-out percentages. Dining areas must be clearly delineated from the public sidewalk through the use of pavement treatments or barriers. Civic areas must be open for public use and provide features that allow for casual public engagement such as shaded seating areas, art, or gardens. Civic areas shall be accessible from an extension of the primary building and use. Vehicular areas are not permitted within the minimum frontage along the primary facade unless otherwise provided herein.

Table 3.12-1 BTL for Urban Infill Centers Building Facades			
Urban Infill Center Type	Distance of BTL from edge of ROW		Minimum Percent of Building Facade on BTL*
	Non-residential and Mixed Use Buildings	Residential Only	
Neighborhood Center	0—15'	0—20'	60%
Community Center	0—10'		60%
Urban Center	0—2'	0—15'	80%
Employment Center	0—2'		80%

*Exclusive of access drives, if required for emergency access or in an interim condition.

F. DEVELOPMENT STANDARDS FOR URBAN INFILL CENTERS.

Standards	NCC NCM	CCC	CCP	UCC	UCP	ECC	ECP
Minimum intensity/density	0.25 FAR ¹ 8 DU/AC	0.5 FAR ¹ 18 DU/AC	0.35 FAR ¹ 8 DU/AC	1.0 FAR ¹ 30 DU/AC	0.5 FAR ¹ 18 DU/AC	1.0 FAR ¹ 30 DU/AC	0.5 FAR ¹ 18 DU/AC
Maximum intensity/density ⁴	0.5 FAR/ 18 DU/AC	1.0 FAR/ 40 DU/AC	0.7 FAR/ 18 DU/AC	N/A	1.0 FAR/ 40 DU/AC	N/A	1.0 FAR/ 40 DU/AC
Minimum Building Height ²		2 stories	N/A	2 stories	2 stories	2 stories	2 stories
Maximum Building Height ³	3 stories	5 stories	3 stories	N/A	5 stories	N/A	5 stories

Note: Institutional uses by public entities for public good are exempt from development standards. Residential development is not required.

1. 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.
2. Except in UCC and ECC, a building two (2) stories in height is acceptable where it can be demonstrated that minimum FAR can be achieved at build-out.

3. Applies only to non-residential structures, or the non-residential portion of a mixed-use building.

4. Hotels have no maximum density.

G. **ARCHITECTURAL DESIGN STANDARDS FOR URBAN INFILL CENTERS.** The following standards apply to multifamily, mixed use and non-residential buildings within the Urban Infill Centers zoning districts NCC, NCM, CCC, CCP, UCC, UCP, ECC, ECP, and MDI.

1. **Building Form.** The intent is to encourage human scale elements in building design, and to reduce the mass of large buildings. Breaks in mass are required to relate to structural systems and the organization of interior space. Both horizontal and vertical mixed-use designs are highly encouraged.

a. All building facades shall be architecturally finished with materials such as stucco, brick, stone, finished concrete, wood or other comparable materials.

b. Building facades shall include jogs of not more than thirty-six (36) inches in depth, except as necessary to allow bay windows, shop fronts, balconies, civic spaces, outdoor seating, etc., in which case jogs of greater than thirty-six (36) inches will be allowed. Jogs of thirty-six (36) inches or less will be considered as being on the BTL.

c. Building volumes shall be articulated into three distinct vertical components—a "base," "middle," and a "top." The first floor height shall be a minimum of twelve (12) feet.

d. Building facades along BTLs shall be expressed as building modules that do not exceed thirty (30) linear feet in width.

e. Horizontal masses shall not exceed a height/width ratio of one (1) vertical to three (3) horizontal without substantial variation in massing that includes a change in height and projecting or recessed elements.

f. Buildings shall relate well to each other, to the site, and adjacent properties by providing transitions in building heights.

g. A minimum of sixty (60) percent of the total wall area at the ground floor must include pedestrian entrances or transparent windows.

h. Windows shall be slightly recessed or project as bays from the main wall of the facade so as to create texture and shadows on the facade for visual interest, as well as the perception that people or activities are behind the windows.

2. **Building Massing.** Massing refers to shape and form of the building. The intent is to encourage human scale elements in building design, and to reduce the mass or large buildings. Breaks in mass are required to relate to structural systems and the organization of interior space.

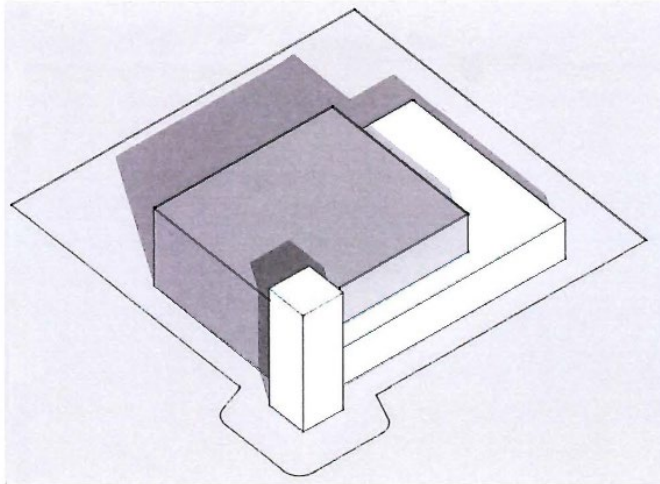
a. Massing requirements: The requirement for the subdivision of masses/volumes in a building shall apply according to the standards established in Table 3.14-2.

Table 3.12-2: Massing Standards			
Small Buildings	Small/Medium Buildings	Medium Buildings	Large Buildings
Up to 10,000 sq. ft.	10,000—40,000 sq. ft.	40,000—100,000 sq. ft.	100,000 sq. ft. or more
No mass elements are required	One (1) massing element	Two (2) massing elements	Three (3) massing elements

b. When massing subdivision is required per Table 3.12-2 the requirement shall be satisfied by demonstrating that the required number of individual massing elements have been provided from the following options:

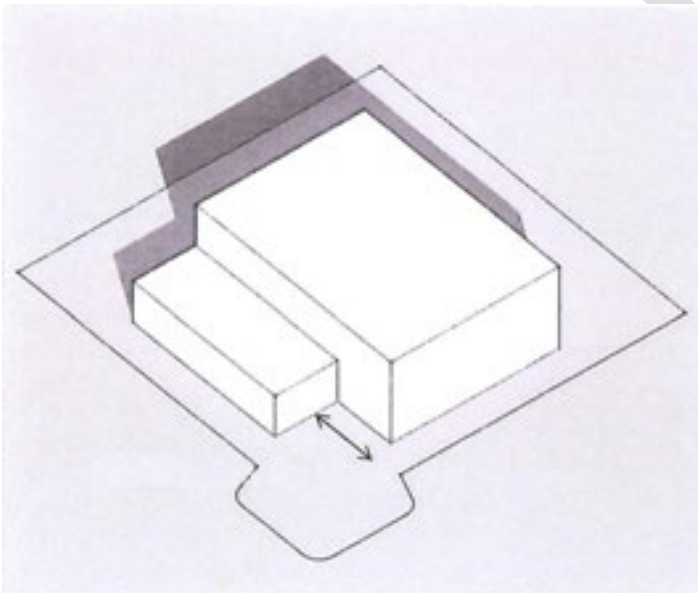
Option 1: Setbacks. Setbacks shall occur at the second floor or above the ground floor level, if a building is two (2) floors or more in height.

Figure 3.12-a Massing Setback



Option 2: Offset. Offsets shall be a minimum of ten (10) feet to break up the foundation line to define each mass. The portion projected or recessed shall extend up to the roof eaves.

Figure 3.12-b Massing Offsets



Option 3: Facade Length and Variations. Variations in the facade shall be as follows:

- i. Façades greater than sixty (60) feet in length, but less than one hundred and twenty (120) feet in length must exhibit a prominent shift in the facade of the structure so that no greater than seventy-five (75) percent of the length of the building facade appears unbroken. Each shift shall be in the form of either a ten (10) foot change in building facade alignment or a ten (10) foot change in roof line height, or a combined change in facade and roof line totaling ten (10) feet.
- ii. Facades that exceed one hundred and twenty (120) feet in length shall provide a prominent shift in the mass of the structure at each one hundred and twenty (120) foot interval, or less if the developer desires, reflecting a change in function or scale. The shift shall be in the form of either a fifteen (15) foot change in building façade alignment or a fifteen (15) foot change in roof line. A combination of both a roof line and facade change is encouraged and to that end, if the combined change occurs at the same location in the building plan, a fifteen (15) foot total change will be considered as full compliance.
- iii. The façade length and variation requirement apply to primary and secondary facades.

Figure 3.12-c Massing Facade Variations



Note: For massing illustration purpose only.

3. **Building Articulation.** The intent is to reduce the apparent size of buildings and create visual interest. Articulation elements shall vary to alleviate the appearance of a large building mass, break up along walls, express individuality of each building, and enhance the character of the neighborhood/development. Building facade facing the public right-of-way or civic space must comply with the following articulation elements:
 - a. Weather protection features, which may include awnings, overhangs or other treatments providing functional weather protection, are required on building facades fronting a BTL. Awnings or overhangs shall project a minimum of six (6) feet and maintain a clear height of at least nine (9) feet. They may encroach upon the public sidewalk subject to a Right-of-Way encroachment/utilization permit.
 - b. In a multifamily residential building, if balconies are provided, a minimum of fifty (50) percent of all units shall incorporate balconies at a minimum size of six (6) feet deep and sixty (60) square feet.
 - c. Corner articulation elements such as arched, gabled, stepped or decorative parapet with cornice over building entrances, integrated with the building's massing and style.
4. **Roof Modulation.** The intent is to ensure that visual interest also applies to roof treatment. Roof forms may be used to identify different functional areas within the building, to provide for additional light to enter the building, to reduce massing, to screen rooftop equipment, and to create movement along the roof line. The following roof modulation elements are allowed:
 - a. Building facades fronting a BTL must use multiple peaks or roof planes and distinctive roof forms covering each building mass.
 - b. Same roof form with a different orientation of the ridge elements.
 - c. Same roof form with the same orientation, but the roof has a minimum change in elevation of two point five (2.5) feet between each subdivision of the building.
 - d. Any other treatment that the approving authority determines to be consistent with the intent and is consistent with sound and generally accepted land use planning or architectural practices and principles.
5. **Accessory Structures.** The intent is to ensure that accessory structures are located in areas that are not visible from public streets by pedestrians and shall not be visible from adjacent residential properties. Structural screening shall be consistent with the architectural elements, material and colors of the principal structure.

- a. Accessory structures shall be a minimum of one (1) story and a maximum of two (2) stories and complement the architectural style of the primary structure.
- b. Service areas such loading areas, refuse/recycling collection containers (garbage dumpsters) shall be structurally enclosed and screened by a screen (1) one foot greater than the element being screened.
- c. Mechanical equipment shall be placed on the roof, on the side or in the rear of each building. Roof-top equipment shall be completely screened from all ground level views by parapet wall or other architectural features, which shall be integrated to the building. Ground-mounted equipment screening shall be at a minimum of one (1) foot greater in height than the area/equipment being screened.
- d. Solar panels that are not integrated into the architecture of the facade or roof shall be hidden from sight and shall be treated as mechanical equipment. Solar panels and photovoltaic elements that are integrated into the building architecture shall comply with the architecture articulation and or roof element.

SECTION 2

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 3 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 4 CONFLICT.

This action supersedes all codes and ordinances of the City or parts of, in conflict with this ordinance, to the extent of the conflict.

SECTION 5 CODIFICATION.

Section 1 of this Ordinance shall be codified in the Land Development Code for the City of St. Cloud, Florida, separate and apart from the Code of St. Cloud. 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.

293
294 SECTION 6 PUBLICATION AND EFFECTIVE DATE.

295 This Ordinance shall be published as provided by law and it shall become law and shall take effect
296 immediately upon its Second Reading and Final Passage.

297 First Reading on the 14th day of August 2025.

298 Second Reading on the 11th day of September 2025.

300 CITY OF ST. CLOUD
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302

303 _____
304 Christian B. Robertson, Mayor
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306

307 ATTEST:
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310 _____
311 Ivy Llauro, City Clerk
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313

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315 LEGAL IN FORM AND VALID IF ADOPTED:
316 DeBeaubien, Simmons, Knight, Mantzaris & Neal, LLP
317

318 _____
319 Daniel F. Mantzaris, City Attorney
320
321



City Business Plan Report: Quarter 3

Fiscal Year 2024-2025



2024-2029 Strategic Plan

Element	Summary Views	Detail Views
Business Plans	2024-2029 Strategic Plan	
Key Performance Indicators		City Business Plan Status Overview

Diverse, Innovative, and Magnetic Economic Development

Element	Summary Views	Detail Views
Objectives	Diverse, Innovative, and Magnetic Economic Development Quarterly Report	

Effective Community Safety

Element	Summary Views	Detail Views
Objectives	Effective Community Safety Public Portal Report	

High-Performing Government

Element	Summary Views	Detail Views
Objectives	High-Performing Government Public Portal Report	

Reliable Transportation Network

Element	Summary Views	Detail Views
Objectives	Reliable Transportation Network Public Portal Report	

Vision

St. Cloud is a vibrant, innovative, and unique community that embraces its history and provides an exceptional destination to live, work, and play.

Mission

We are dedicated to providing efficient quality public services, a transparent government, and a safe community.

Strategic Plan Goals

Diverse, Innovative, and, Magnetic Economic Development

1. Make the City a desirable business location
2. Increase the commercial tax base
3. Invest in infrastructure to recruit industries

Effective Community Safety

1. Readiness for any emergency
2. State-of-the-art infrastructure and resources
3. Strong collaborations and partnerships with the community

High-Performing Government

1. Focus on the continuity and sustainability of core public services
2. Become an employer of choice
3. Be on the cutting-edge of technology

Reliable Transportation Network

1. Ease traffic congestion, reduce commute times, and improve safety
2. Plan, prioritize, and find innovative ways to fund transportation infrastructure
3. Engage and educate the community about transportation initiatives, issues, safety, and needs within the City

Values

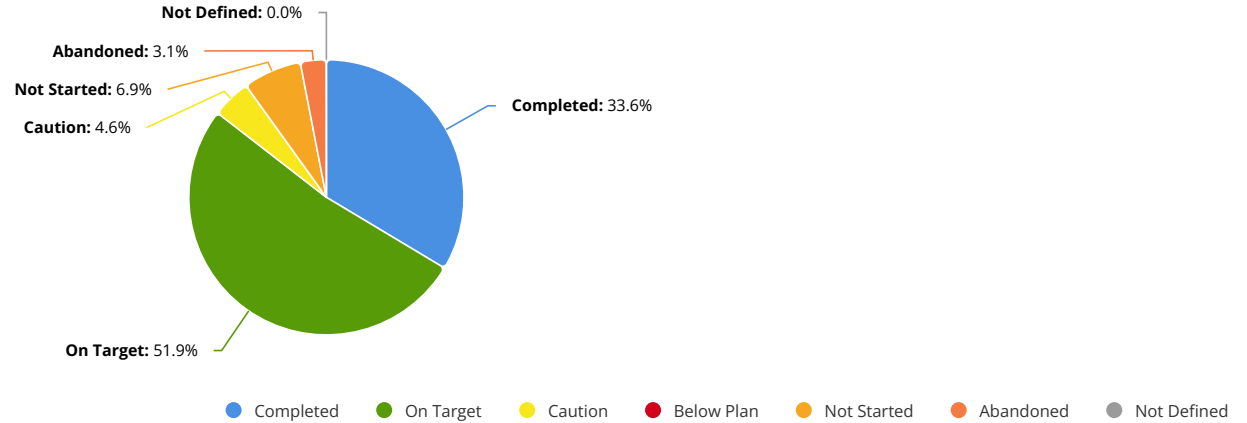
Accountability: We hold ourselves responsible for the outcomes of our actions, we are transparent in our communication, and we are motivated to improve.

Empowerment: We value, recognize, encourage, and appreciate participatory decision making; we trust that people work hard and do the right thing; and we have confidence in ourselves and our coworkers to get the job done.

Innovation: We learn from our successes and our failures to forge a new path forward. We have a deep hunger for improvement, we welcome change, and we adapt based on new information and technology.

Ownership: We do what is right, we are empathetically honest, and we have strong principles. Those principles allow us to build trust, communicate with compassion, and align our words with our actions.

Strategic Initiatives Snapshot



Description

Description:

Quarterly Business Plan Status Review. There are a total of 131 Strategic Initiatives in the Citywide Business Plan. Strategic Initiatives are those items identified by Departments as items to improve efficiencies and deliver public service in support of the City's Strategic Plan.

The report categorizes statuses into the following categories:

-  **Completed:** All components of the strategic initiative were completed within the established timeframe.
-  **On Target:** The initiative is advancing and on track to be achieved within the established timeframe.
-  **Caution:** The initiative is on the verge of falling behind schedule.
-  **Below Plan:** The initiative has fallen behind schedule.
-  **Not Started:** The initiative has not been started.

Series Status

Jun-25

Series	Value
Completed	44
On Target	68
Caution	6
Below Plan	0
Not Started	9
Abandoned	4
Not Defined	0



Abandoned: This initiative was abandoned in the best interest of the City's Operation



Not Defined: No update provided for this initiative this quarter.

Analysis

Jun-25

This Third Quarter, City Departments have been diligent in ensuring that many key initiatives are up to date and completed, and have provided feedback to the City Manager's office regarding those that have lagged behind.

This analysis will provide a snapshot of the status of the City of St. Cloud's Business Plan.

There were a total of 131 Strategic Initiatives tracked in this Quarter, with 2 initiatives added since Quarter 2. Please see below breakdown:

44 completed initiatives constitutes 33.6% completion of all fiscal year initiatives thus far, with 15 initiatives completed within this Quarter. Notable initiatives completed during this quarter include:

- *New Annual Budgeting Process*
- *Streamline mobility and development processes to be more customer/business-friendly*
- *Rapid 911 Call Location Identification Software Deployment*
- *Design and purchase a mobile command center*
- *Implement an emergency preparedness program*
- *Enhance Cyber-Security*
- *Building Permitting Informants Campaign*

A total of **68 initiatives (51.9%)** remain on track for completion by the end of the Fourth Quarter.

6 initiatives (4.6%) are currently flagged as "Caution," reflecting the recovery of at least two initiatives since the last end-of-quarter update. Initiatives under caution continue to receive elevated attention and resources from management to mitigate the risk of further delays.

0 initiatives fell below plan during this Quarter. Notably, two initiatives that had previously lagged in Quarter 1 have since returned to schedule.

9 initiatives (6.9%) have not yet been started, with a previously on-track initiative to *Partner with Local Educational Organizations* having been drawn back to this status after discussion with a partner. Meanwhile, there are now **4 initiatives (3%)** that have been discontinued, with two newly abandoned initiatives below:

- *Creation of a Supplier Support Portal*
- *Soccer Complex Expansion*

This has been a brief analysis of the status of our Fiscal Year 24-25 Citywide Business Plan in Quarter 3. For a more detailed explanation on individual initiatives, please see the report below.

Diverse, Innovative, and Magnetic Economic Development Quarterly Report

Diverse, Innovative, and Magnetic Economic Development

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
STRATEGIC PLAN GOALS					
ED Goal 1: Make the city a desirable business location					
 Creation of a Supplier Support Portal (SI)	Provide the needed resources for disadvantaged businesses.	Economic Development Office		0 %	9/30/25
 Building permit fee adjustments (SI)	Review of current building department fees for financial sustainability	Building Department	A fee reduction on permits issued by value and square footage on February 2025. We will continue to monitor fees to see if this is extended another year or if it will sunset back to the prior amount. The financial study suggested that we may need to extend for an additional year and the masterplan accounted for this, if necessary. We are monitoring this closely with finance to make a decision as it gets closer to the end of the year.	85 %	9/30/25
 Historic Preservation Design Guidelines (SI)	Development guidelines for historical preservation that will be used to evaluate and review buildings and their contributing/non-contributing status of historical significance	Community Development Department	Scope of work and task deliverables created and sent to consultants for review (Ayres & Associates). Ayers is currently drafting the guidelines.	0 %	9/30/25

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
 Streamline mobility and development processes to be more customer/business-friendly (SI)	Create internal Departmental SOP and training programs to enhance review processes. (Developer's Agreement, Tri-Party Agreement, Mobility Fee Credit Agreement)	Community Development Department	Mobility and Special Projects team meets bi-weekly to work on this milestone. Tri-Party Agreement case type has been created on Trakit to better track applications. The City and the County have met monthly since December to coordinate on joint reviews and fees. On April 14, the City and the County started meeting weekly to discuss Tri-Party Agreement applications and work on Transportation ILA requirements implementation. The City has updated the Tri-Party Agreement Application and Checklist. The County and City are working on creating a joint calendar of public meeting dates with deadlines to guide developers during the review and approval processes.	100 %	9/30/25

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
 Develop a Vendor Academy (SI)	Increase vendor participation (Doing business with the City)	Procurement Services Department	We completed key updates to the survey, incorporating feedback to enhance clarity, relevance, and respondent experience. These improvements will strengthen the equality of the information we gather. Tentative launch date of the survey is 8/15/25. We are finalizing agenda structure for the "Procurement Connection" and identifying a pilot group of vendors for the kickoff session.	40 %	9/30/25
 Partnership with Local Educational Organizations (SI)	Development of partnerships with local educational organizations with the aim at developing the local workforce in our targeted industries needed skills.	Economic Development Office	Per Valencia, discussions on hold until overall college fiscal funding plan is finalized. Otech has begun night classes and ready to discussion expansion.	5 %	9/30/29
 Adoption of a new Targeted Industries Incentive Package (SI)	Adoption of comprehensive plan and new incentive package.	Economic Development Office		100 %	9/30/25
 Adoption of the Housing Element (SI)	Update the Housing Element to adopt the strategic vision and goals identified by the community and City Council.	Community Development Department	PO has been approved by Procurement to acquire the services of AYRES to complete the D&A according to the FLU housing needs. Planning Commission is tentatively scheduled for November 2025 and City Council adoption for December 2025.	0 %	1/31/26

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
 Business Attraction Consultant (SI)	Contract and deployment of Retail Strategies Consulta	Economic Development Office	Retail Strategies was hired to provide business recruitment services in the area of retail. As on June 26, 2026, they are cementing market interest from target retailers, building relationships with local brokers, and identifying developers interested in potential St. Cloud projects--from a variety of retail categories, from fast casual restaurants to hotel developers	15 %	1/30/25
STRATEGIC PLAN GOALS ED Goal 2: Increase the commercial tax base					
 Council approval of MAC overlay district (SI)	Establishment of the Medical Arts Center Overlay Zoning District	Community Development Department	Met with GAI, who informed us they are unable to continue with the MAC master plan due to potential conflicts of interest. They recommended Insight as a possible alternative. Community Development is currently reviewing our existing agreement to determine whether the continuing services contract covers the proposed scope. UPDATE: Inspire Consulting has agreed to take on the MAC (Meeting held on July 22, 2025).	35 %	10/1/26

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
 Select a qualified consultant to research and identify commercial property for future site selection marketing (SI)	Hiring of a Consultant to help with Site Selection and advertisement for Economic Development purposes	Economic Development Office	Received quote from Leotta Consulting. Pending department budget approval for additional funding.	10 %	8/31/24
 Marketing of identified sites (SI)	Marketing of the site selected properties	Economic Development Office	Pending list of available sites to bring to market.	0 %	8/31/25
 Encumbrance Annexations (SI)	Annex into the City all Properties with encumbrance agreements contiguous to city limits according to the JPA and strategic initiative identified by the City	Community Development Department	FY2025 Encumbrance Annexations completed.	100 %	9/30/25
 Enclave Annexations (SI)	Annex into the City all Enclave properties contiguous to city limits according to the JPA and strategic initiative identified by the City	Community Development Department	Staff has preliminarily identified properties to be annex by the end of the 4th quarter.	65 %	9/30/25
STRATEGIC PLAN GOALS					
ED Goal 3: Invest in infrastructure to recruit industries					
 Seaplane Base (CIP)	Continue the efforts to build a Sea Plane Base in East Lake Toho for Economic Development Purposes	Public Works Department	City Council has provided direction to not move forward with the seaplane base.	0 %	2/27/26
 Parking Garage P3 RFP (SI)	Enter into a public-private partnership. Increase the number of available parking spaces for public use. Create more opportunities for walkability using alternative transportation	Economic Development Office	Developer access agreement drafted and pending execution.	65 %	10/31/25
 Sale of 900 Ohio Avenue Commercial (SI)	Conversion of residential structure into commercial use.	Economic Development Office	Task authorization issued to realtor.	10 %	12/31/25

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
✓ Alley-Way Improvement Masterplan (SI)	Creation and adoption of an alleyway improvement master plan and preliminary cost estimate	Economic Development Office	Ayres presented alleyway improvements master plan to CRA board 4/18/2024 with initial cost estimate of \$1.6M. CR2401 project currently has \$500,000 budgeted.	100 %	12/30/24
↑ Centennial Park Upgrades (CIP)	The beautification of Centennial Park with Public Restroom and other amenities. CRA funded project.	Economic Development Office	Project scope reduced to construction of restrooms. Bathroom model and design chosen. Geotech and survey performed. Pending engineering plans.	10 %	8/1/26
↑ Power Plant Petroleum Cleanup (CIP)	Removal of groundwater contamination at the power plant. OUC is acting as the Project Manager for these activities.	Public Works Department	OUC has awarded the contract and the contractor is finalizing their plans. Construction to start June 2025.	0 %	12/29/28
↑ Wayfinding Signage (CIP)	Implementation and construction of wayfinding signage	Economic Development Office	Design specifications sent to Procurement to obtain quote from fabricator.	45 %	12/30/25
↑ CRA Extension Request (SI)	County approval of the extension of CRA sunset provision	Economic Development Office	Sent revised extension request to include county comments i.e. larger projects, ROI explanation, and land acquisition.	35 %	12/30/26
↑ Minnesota Ave. Parking (CIP)	Construction of a Parking Lot on the City Owned Lot located on Minnesota Ave. and 10th Street	Public Works Department	Final construction plans were received at the end of April. The documents are under review.	15 %	11/28/25

Effective Community Safety Public Portal Report

Effective Community Safety

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
STRATEGIC PLAN GOALS					
ECS Goal 1: Readiness for any emergency					
✓ Hurricane Preparedness Campaign (SI)	Create and implement a hurricane preparedness media campaign prior to Hurricane Season.	Public Works Department	The public works website has been updated. The hurricane preparedness podcast was recorded. Building Department hosted a hurricane preparedness meeting in May. Recorded a debris clean-up video for the public.	100 %	6/30/25
↑ Update of the Emergency Management Program (SI)	Update the Emergency Management Program	Fire Rescue Department	The New Comprehensive Emergency Management Plan (CEMP) will be before the Council for approval in August.	75 %	9/30/25
✗ Complete Standard of Cover (SI)	Provide a guiding document to assist with the planning and growth of the Department	Fire Rescue Department	The Consultant working on this project became non-responsive. The City is evaluating options and postponing this project.	0 %	9/30/25
✓ Hiring of an Emergency Management Professional (SI)	Hire and Onboard a new Emergency Management Professional	Fire Rescue Department	Emergency Manager has been hired and began working on updating all policies and documents	100 %	11/29/24
↑ Rebuild Fire Station 32 (CIP)	Completion of Rebuild of Station 32	Fire Rescue Department	Ground breaking event has taken place. Gathering documentation required to get our NTP.	0 %	12/31/26
↑ New Fire Station 35 (CIP)	Construct and Staff a new permanent Fire Station for added services	Fire Rescue Department	CMAR has been selected and GMP submitted. Working on gathering documentation to get NTP.	0 %	12/31/26

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
 New Fire Station 36 (CIP)	Construct and Staff a new permanent Fire Station for added Services	Fire Rescue Department	Planning stages until FS32 and FS35 are nearing completion.	0 %	4/30/27
 Build Public Safety Complex Phase 1 (CIP)	Build a new EOC and Communications Center	Police Department	Design consultant has been awarded contract and is in design of building.	0 %	9/30/28
 Tennessee Ave. & 17th St. Stormwater (CIP)	Project Area 4 from the Historic Downtown Area Stormwater Master Plan. This project is to upsize and install new stormwater pipes along Tennessee Ave and 17th Street in the grid area of the City	Public Works Department	Coordination meeting held with Procurement Services. A grant consultant is being procured to assist with grant agreement and bidding. Waiting on finalization of the grant agreement.	0 %	12/31/26
STRATEGIC PLAN GOALS					
ECS Goal 2: State-of-art infrastructure and resources					
 Deploy school zone cameras (SI)	The deployment of school zone speed cameras based on approved City Council OResolutions.	Police Department	Cameras have been successfully deployed and are operating.	100 %	9/30/25
 Traffic Analytic Software exploration (by 2029) (SI)	Analyzing traffic patterns to help reduce congestion/ accident	Police Department	Will be meeting with Traffic Engineering and exploring grant programs for analytical software.	0 %	8/31/26
 Rapid 911 Call Location Identification Software Deployment (Joint Venture with Osceola County) (SI)	Next Gen 911 System. Geo location of calls for emergency. Reducing the chance of cellphone towers bouncing	Police Department	Completed system installation with successful testing.	100 %	10/30/26
 Redistricting the City to reduce response times (SI)	Splitting the City on an East and West Division	Police Department		100 %	9/30/25

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
 Increase Capabilities of our Realtime Crime Center (SI)	Expansion of the real time crime center and enhancement of software	Police Department	Finalizing plans to expand the center and install workstations for the Drone as a First Responder (DFR) program.	50 %	9/30/25
 Deploy 3D Scanning Technology (SI)	Increase technology and software in crime scene and traffic homicide forensics	Police Department		100 %	9/30/25
 Deploy and train Communication personnel on new VIPER systems (SI)	Next generation 9-1-1 call handling solution/3 systems	Police Department	VIPER systems have been received, and training has been completed.	100 %	9/30/25
 Design and purchase a mobile command center (SI)	Advance mobile command center for critical operations	Police Department	The order has been placed with Frontline Communications. We are waiting for the vehicle to be built. Estimating October - November 2026.	100 %	9/30/25
 Increase new radio communication portables by 30% (SI)	Advanced portable radio with enhanced transmit and receive capabilities	Police Department		100 %	9/30/25
 Fire Rescue Headquarters (CIP)	Remodel of newly acquired Fire Department Headquarter property to accommodate the Department operations.	Fire Rescue Department	Contractor is gathering n bids to submit for GMP.	0 %	1/30/26
STRATEGIC PLAN GOALS ECS Goal 3: Strong Collaborative partnerships with the community					

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
✓ Building Permitting Informants Campaign (SI)	To educate the citizens on functions of the Building Department and to be more proactive in the permitting process	Building Department	This quarter reached out to 10 HOA's but only got a response from 3. Building Department teamed with Community Compliance to visit the locations and give them information. We will continue to partner with HOA's and we are currently working on magnets that have common home information on permitting so that they can give out to new homeowners.	100 %	9/30/25
✓ Hold Public Works Open House (SI)	Hold an open house for the public to attend during National Public Works Week (May 2025).	Public Works Department	Public Works open house was held on May 21st at the Progress Lane facilities. Approximately 50 people from the public attended.	100 %	5/30/25
✓ Police Explorer Program (Juveniles) (SI)	In-house program. Community engagement with the youth	Police Department	The Police Explorer program is running with eleven cadets. A schedule has been created to educate and involve our cadets throughout the year.	100 %	9/30/25
✓ Citizens Police Academy (SI)	Provide the Community an opportunity to explore the City's Police Department.	Police Department	The Citizens Police Academy was hosted and completed in Q1 with twelve attendees. We received overwhelming praise for the program. Due to the costs associated with this program, the Police Department hosts one program per year. The next program will begin in Q1 of FY25-26.	100 %	9/30/25
✓ Police Engagement Unit (SI)	New Unit is being built to engage the community	Police Department		100 %	12/31/24

High-Performing Government Public Portal Report

High-Performing Government

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
STRATEGIC PLAN GOALS					
HPG Goal 1: Focus on the continuity and sustainability of core public					
✓ Building department master plan (SI)	To be able to help grow the department strategically as we continue to annex while also giving the department the blueprint for future budgeting to stay in compliance with enterprise fund state requirements	Building Department	The final masterplan was received in May and was sent to City Manager and Deputy City Manager for approval. This project is now complete.	100 %	8/30/25
↑ Police Impact Fees Updates (SI)	Updating Fees Schedules 2025	Police Department	Initial discussions with procurement to select a vendor to perform the analysis.	50 %	8/31/26
● Fire Impact Fees Updates (SI)	Review and update the Fire Impact Fee	Fire Rescue Department	Fire Department Data Collected. The project will start in FY25-26	0 %	9/30/26
↑ Community Development Fee Schedule Update (SI)	Review fee schedule to consolidate fees for development applications and include fees for new applications based on the consultant's recommendations	Community Development Department	Raftelis was hired to be the consultant for this project. Staff is providing data to the consultant. UPDATE: Raftelis is in the process of evaluating our current fees. Scott is taking the lead now.	65 %	9/30/25

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
✓ Parks and Recreation Fee Analysis Study (SI)	Include a comprehensive understanding of the current fee structure, identification of potential areas of adjustment or improvement, consideration of community needs and expectations and ultimately recommendations for optimized fee structure that insures financial sustainability while promoting accessibility and utilization of Parks and Recreation facilities	Parks & Recreation Department	Complete	100 %	1/30/25
↑ Improve the City's long-term financial sustainability (SI)	Improve the City's long term financial sustainability and preparedness for unforeseen negative economic circumstances and prepare for future debt needs. Increase fund balance goals for all funds and continue to reduce the City reliance on prior year fund balance to balance the annual budget.	Finance Department	We are in the process of reducing our reliance on prior year fund balance to balance our annual budget and have reduced the amount by \$2.5M for the upcoming FY 25/26 budget year.	100 %	9/30/25

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
 Implement a safe driving program to reduce auto accidents (SI)	Programing to Reduce auto accidents of City Fleet.	Human Resources Department	In June 2025, the City welcomed a new Safety & Risk Manager. With this role now filled, we've launched a pilot program installing dash cams in six City vehicles. These cameras record surroundings and provide real-time feedback to drivers to encourage safe driving habits. After the pilot, we will evaluate expanding the program to more vehicles. A new safe driving policy and related driver training, both at hire and remedial, will also be developed. This project will extend into the 2025-26 fiscal year.	0 %	8/25/25
 Implement emergency preparedness program (SI)	Creation and implementation of an emergency preparedness program.	Human Resources Department	As part of our efforts to strengthen workplace emergency preparedness, the Police Department led Active Shooter response training for employees. The training focused on awareness, quick decision-making, and safety strategies to help employees respond effectively in critical situations, both at work and in daily life. This initiative complements our existing fire and evacuation protocols, expanding our overall emergency action planning.	0 %	9/30/25

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
 Implement a 5-Year CIP Plan (SI)	Hire a consultant to develop a new 5-year CIP Program	City Manager's Office	City Staff is currently working with the Consultant, collecting the financial and project data required for the report. The Departments are putting together their 5-year requests. These requests will be provided to the consultant for financial capacity analysis. This Initiative's completion will be pushed closer to the end of September 2025.	35 %	9/30/25
 Update Fire Rescue Comprehensive Plan Element (SI)	To clearly define levels of service, KPIs, and Department growth points	Fire Rescue Department	Starting after the Standard of Cover is completed.	0 %	9/30/26
 Development of Grant Policy (SI)	Streamline and improve grant management – people (staffing and structure for managing the process), processes (operational procedures necessary to meet requirements),	Procurement Services Department	We have a first draft of the outline and structure under review that will establish a consistent, transparent, and compliant framework.	50 %	9/30/25
 Implement Grant Tracking Software (SI)	Streamline and improve grant management technology (software to reduce manual paperwork, reporting tracking, etc.)	Procurement Services Department	We are currently in beta testing of the system.	65 %	9/30/25

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
 Streamline Land Development Code (Ch 1 & 2) (SI)	Streamline Land Development Code updating standards currently in the code and streamline into a more decisive document for better customer service and reduced review impediment	Community Development Department	Selected Inspire as the consultant and contract is completed. PO has been issued. Kickoff meeting happened. Consultant is drafting changes.	50 %	9/30/25
 Building Maintenance Division Efficiencies (SI)	Streamline and eliminate inefficiencies in the Building Maintenance Policy and operations for the City.	Public Works Department	Project completed.	100 %	9/30/25
 New Annual Budgeting Process (SI)	Provide a more visual and understandable budget presentation for increased transparency.	Finance Department	This has been completed for the FY 25/26 budget year.	100 %	9/30/25
 Cashless City Initiative (SI)	Increase city-wide efficiency and cash management while decreasing potential fraud risks. Complete the process of taking the City of St. Cloud to a fully cashless operation.	Finance Department	Completed	100 %	3/31/25
 Gaps Analysis (SI)	examine and assess our current performance for the purpose of identifying the differences between our current state and where we would like to be as a department.	Information Technology Department	Department survey is complete. Analysis and action planning is in progress with a focus on IT Service Delivery Management.	50 %	9/30/25

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
 Enhance Procurement Services through SharePoint (SI)	Improve and streamline the procurement process and increase efficiencies for department users and team productivity	Procurement Services Department	We launched a training calendar and have ongoing training on the Procurement Policy and Manual, P-Card Policy and process, and OpenGov. We are finalizing training dates for specialty classes and workshops	85 %	9/30/35
 Implement an Electronic Marketplace for Departments (SI)	Improve and streamline the procurement process and increase efficiencies for department users and team productivity	Procurement Services Department	We are working with the vendor to schedule an implementation timeline.	15 %	12/31/25
 Align Code Compliance (Enforcement Efforts) (SI)	Create work plan for Code Compliance in coordination with City's strategic plan and vision for growth	Community Development Department	Coverage areas assigned. 4 total zones throughout the City. Officers are focusing on landscaping in our major corridors. The workplan has been created and provided to Community Development Director for review.	85 %	9/30/25
 Hopkins Park Phase 1 (CIP)	Produce a long-term planning document that provides a conceptual layout to guide future growth and development.	Parks & Recreation Department	TWA is currently working on the design of the Master Lift Station, which will require the city to update the Hopkins Park plans to incorporate the station.	55 %	5/31/27
 Civic Center Ballfields Expansion (CIP)	Add additional ballfields to Maintain our high level of service with the growing needs of our community.	Parks & Recreation Department	Both restrooms' shells have been completed, ribbon curbing and base for drive aisles have been installed.	70 %	2/27/26

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
 Chisholm Park Master Plan Phase 1 (CIP)	Create a community destination that will encompass activities such as, trails, picnic areas, nature play, wildlife interaction possibilities, and improvements while maximizing parking availability.	Parks & Recreation Department	Phase 1 plans have been submitted to the City for review.	0 %	10/30/26
 Adoption of The Ranch MasterPlan (CIP)	Produce a long-term planning document that provides a conceptual layout to guide future growth and development.	Parks & Recreation Department		100 %	10/30/26
 Soccer Complex Expansion (CIP)	The addition of additional fields to maintain our high level of service with the growing needs of the community.	Parks & Recreation Department	Per City Council, this project has been abandoned.	0 %	10/30/26
 Create and Implement a City Tree Canopy recognition program (SI)	Creation of a plan, mapping system and planting initiative for the Tree Canopy throughout the city. Improve the quality of life for St. Cloud residents, businesses, and visitors.	Parks & Recreation Department		0 %	12/31/25
 Police Department Network Segmentation (SI)	Separate public safety network and internet traffic to increase security in compliance with FDLE requirements.	Information Technology Department	Core installation and security implementation, complete. Design configuration for PD, complete. Next steps, PD installation and network migration, in progress.	30 %	12/30/25

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
✓ Fiber Optic Network Expansion (SI)	Extend the City's fiber infrastructure to facilities that are not connected. Plan for future locations. Phase 1 is creation of future expansion needs map.	Information Technology Department		100 %	9/30/24
↑ Refresh I.T.Security and Governance Policies (SI)	Develop and refresh Citywide I.T. Policies	Information Technology Department	Draft policies and procedures complete. Adoption of 6 new policies completed as of April 2025. Continue to move draft policies into an approved adoption through the rest of the FY.	75 %	9/30/24
STRATEGIC PLAN GOALS HPG Goal 2: Become an employer of choice					
✓ Train supervisors on using retention tools/ strategies : Career Development (SI)	Train supervisor on retention tools and career development strategies to retain employees and develop succession planning.	Human Resources Department	On May 21, 2025, supervisors participated in a training on how to hold effective Career Development conversations with their employees. These conversations support growth, engagement, and long-term success for both individuals and the organization. Career development helps employees set and work toward meaningful goals, encourages learning and adaptability, improves retention, and builds internal talent.	0 %	9/1/25

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
✓ City wide training (SI)	Coordinate and provide the City's Annual Employee Training Program.	Human Resources Department	Employees received training on Active Shooter response, along with self-paced learning opportunities focused on Generative AI and Microsoft 365 tools to support safety, productivity, and continuous learning.	0 %	7/31/25

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
 Conduct employee engagement survey (SI)	Distribute the Orlando Business Journal's Best Places to Work For Survey to compare results from 2 years ago.	Human Resources Department	In February 2025, we launched our Employee Engagement Survey, with 53% participation, representing 333 employees across all departments. The results show meaningful progress since our 2023 baseline, with improvements in nearly every area. City-wide results were shared with all employees, and each department reviewed its specific data and committed to at least one action to strengthen workplace culture. Notably, 63% of employees reported high engagement, up 6% from 2023, indicating stronger motivation, commitment, and pride in working for the City. We also saw a 16% increase in employees feeling well-informed and a 14% boost in inter-departmental cooperation. These are achievements worth celebrating as we continue to grow together.	0 %	9/30/25

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
✓ Finance Department Succession Plan (SI)	Prepare a succession plan to include potential successors for all positions and address training needs. Work to improve the future transition of staff to new positions as 33% of Finance staff will be retiring within the next 5 years.	Finance Department		100 %	9/30/25
↑ Aquatics/FD/PD Cross training (SI)	Cultivate a relationship with PD/FD and Aquatics for recruiting and career advancement within the City, i.e Police Officers, Firefighters, EMT, Paramedic, 911 Operators	Parks & Recreation Department	Parks & Recreation collaborated with the Fire Department's training staff to develop the draft, which was then forwarded to the Fire Chief. He has requested some revisions based on internal Fire Department policies.	90 %	9/30/25

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
 Create a leadership development program for current and future leaders (SI)	Staff Development Programing	Human Resources Department	In April 2025, we launched an 8-week pilot Leadership Development Program facilitated by the Staley Development Group, bringing together 20 current leaders from across the City. This immersive program focused on strengthening leadership skills, enhancing influence, and developing practical strategies in areas like time management and team development. Through weekly, interactive sessions, participants explored their leadership styles, applied tools to real-time challenges, and built action plans to reinforce learning and drive team success. The program was designed not only to prepare leaders to navigate complex situations, but also to empower them to grow and inspire those they lead.	100 %	9/30/25

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
 Provide supervisory skill development training (SI)	Supervisor Development Training.	Human Resources Department	We've continued our Leadership Network series, a quarterly opportunity for interested supervisors and managers to come together, share experiences, and grow as leaders. These sessions offer a space to learn from one another, strengthen leadership and problem-solving skills, and explore practical strategies for handling real workplace challenges. Our first session focused on understanding generational differences in the workplace, while a more recent one centered on how to hold effective Career Development conversations, key to supporting employee growth, engagement, and long-term success. Future sessions will focus on themes that emerged from the Employee Engagement Survey, helping leaders at all levels connect, learn, and lead with impact across departments.	75 %	9/30/25

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
 Receive and maintain IAS Accreditation (SI)	To improve the community's perception of the City's Building Department	Building Department	Building Completed all required documentation and submitted to IAS. IAS did an onsite evaluation on 11/18/24-11/22/24 of the department which included reviewing all policies, meeting with internal staff, meeting with contractors, engineers and architects. We were presented with IAS accreditation certificate in December with one of the highest numbers ever seen in quality, customer service, and timeliness. This accreditation is valid for 3 years and we will continue to hold the same high standards to maintain this certification. We will be presented the award at the February council meeting.	100 %	9/30/24
 CAPRA Accreditation (SI)	Demonstrate that Parks and Recreation meets the National Standards of Best Practices	Parks & Recreation Department	This initiative was previously led by the former Recreation Superintendent. However, due to the current workload and the need to fill the vacant Superintendent position, staff is now reconsidering and planning to revisit it at a later date.	40 %	10/30/25

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
 Triple Crown Certification (SI)	Achieve ACFR, Budget, and PAFR Awards.	Finance Department	We are currently awaiting final notification of our submission for the PAFR presentation award which will give us the last of the 3 required awards to obtain the GFOA Triple Crown Award.	90 %	9/30/25
 Purchase and implement Neogov modules related to learning management and E-forms (SI)	Implement New technology for electronic forms and learning modules	Human Resources Department	Completed	100 %	12/31/24
STRATEGIC PLAN GOALS HPG Goal 3: Be on the cutting edge of technology					
 Implement a solid waste route software (SI)	Purchase and implement a route software in the Solid Waste Division.	Public Works Department	Project completed.	100 %	11/29/24
 Explore and Launch Digital Public Notice Board (SI)	Improve citizen's engagement and meaningful public participation	City Clerk's Office	The IT department has ordered a digital public notice board and delivery is expected sometime in August.	0 %	9/30/25
 Data Classification (SI)	Data classification is the process of categorizing data assets based on their information sensitivity. By classifying data, organizations can determine two key things: Who should be authorized to access it. What protection policies to apply when storing	Information Technology Department	Data analysis in-progress. Third party software solutions, products and services are under review.	25 %	2/27/26

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
 Implement Data Loss Prevention Strategies (SI)	Data loss prevention is a security solution that identifies and helps prevent unsafe or inappropriate sharing, transfer, or use of sensitive data. It can help your organization monitor and protect sensitive information across on-premises systems, cloud-based locations, and endpoint devices.	Information Technology Department	Software solutions reviewed and pilot testing complete. Reviewing pilot test results. Action planning and budget analysis in progress.	50 %	9/30/25
 Enhance Cyber-Security (SI)	is a flexible, tailored approach for the city and our unique circumstances as a result of our 2024 incident, which includes an after-action review. A retrospective look at our incident with lessons learned and security control validation, risk analysis, and risk remediation tasks lists.	Information Technology Department	New policies and standard operating procedures have been implemented. Enhanced security enabled on all user and computer accounts.	100 %	9/30/25
 Data-Encryption and Protection (SI)	Cyber Security protection. The protection of Citywide Data.	Information Technology Department	Solutions identified, conducted research and analysis. Vendor product is selected. Purchasing of equipment, in progress. Next step installation, configuration and migration.	50 %	9/30/25

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
 Procure an ERP Consultant (SI)	Hiring a consultant to review our organizational needs, map our processes, and recommend an ERP system	City Manager's Office	The consultant has completed the current and future state best-practices meetings with Subject Matter Experts. The Business Analysis phase was completed during Quarter 3.	0 %	12/31/25
 Review and Update Records Management Section Structure (SI)	Position will aid to keep up with growth and the demand for the continued progression of electronic records retention laws / need to manage electronic records for destruction	City Clerk's Office	The Clerk's office continues a cross training rotation with the records division to ensure the division is as successful as possible, in order to provide the best customer service.	0 %	2/29/24
 Implement New Agenda Software (SI)	Due to the phasing out of the current agenda software, the Clerk's office is working with the vendor to launch the new software by fall 2025	City Clerk's Office	This project has been completed. We have launched the new software and have been processing the Council Agenda's with the software. Procurement is in the process of cancelling the granicus contract and we will not be renewing the previous software.	100 %	9/30/25
 Implement Policy Manager Software (SI)	Contract and deploy PowerDMS as our Policy Manager Software	City Manager's Office	The city will be utilizing the tools in Office365 to develop a Policy Approval and updating process. During the 3rd Quarter, an Automation was built and testing began. SOPs and Training materials are being developed.	50 %	9/30/25

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
 Implement Smart sheets (SI)	Implementation of SmartSheets Software to better track Department processes.	Procurement Services Department	We continue to collaborate with agency partners on several projects. We are collecting best practices from other organizations to introduce to St. Cloud.	65 %	9/30/25
 Enhance access to public records (SI)	The implementation of the JustFoia Public Records software has provided the residents an additional resource for public records.	City Clerk's Office	This initiative had been completed but due to departmental feedback the Clerk's office is currently exploring a new software with improvements and a more user friendly platform.	0 %	9/30/25
 Enhance Social Media Presense/interactivity (SI)	1. Increase our presence on social media, both on City pages and on community pages 2. Improve response rate / response time to social media comments and posts, as appropriate 3. Enhance our postings to city and community social media pages during emergencies /EOC activations	Communications Department	Our Social Media Manager started in January, and our social media metrics are greatly improved. 3 staff members are now monitoring social media and responding as needed.	100 %	9/30/25
 City Website Document Center Updates (SI)	Coordinate the clean-up of the Document Center	Communications Department	The following departments have updated their document centers: Finance, Economic Development, Strategic Planning, City Manager's Office, Building, Parks & Rec, Public Works, Communications, and HR. Communications is now working to also clean up the image files.	90 %	9/30/25

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
✓ Upgrades to the AV Booth Equipment (SI)	Bring the AV Booth to the 21st century to increase efficiency and quality.	Communications Department	Media Services staff has built better integration to streaming content to social media, upgraded the A/V booth audio control board, procured a fully mobile A/V setup that brings much of our production capabilities wherever we need it, and we have planned for upgrades tied to the CM improvements in the Council Chambers. These include new PC hardware to feed higher quality presentations to the new digital display wall, a more accessible lighting control panel for the chambers, and higher quality audio in chambers with replacements for the in-ceiling speakers.	100 %	9/30/25
✓ Increase GIS Division Efficiency (SI)	Refresh the GIS Infrastructure and Application to utilize new tools available for staff to be more efficient	Information Technology Department		100 %	9/30/24
↑ Physical Security Enhancements (SI)	Upgrade of Physical Security Equipment and software for the protection of Assets and Personnel.	Information Technology Department	All sites surveyed. Received vendor quotes time and materials SOW for each site. Site priority schedule defined. Project in progress and on timeline.	33 %	9/30/25

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
 Laserfiche Database Enhancements (SI)	Work with the vendor to restore uncatalogued files and create paperless tunnels between City Applications and the data repository.	Information Technology Department	The assessment and optimization of the Laserfiche environment so that it aligns with industry best practices has been completed. This step was necessary prerequisite for our initiatives.	50 %	9/30/25

Reliable Transportation Network Public Portal Report

Reliable Transportation Network

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
STRATEGIC PLAN GOALS					
RTN Goal 1: Ease traffic congestion, reduce commute times, and improve safety					
 Partner with school district to provide alternative drop off and pick up locations (SI)	Work with the School District on Alternative ways to alleviate with back up traffic related to school activities.	Community Development Department	Working with School District to connect Bluebird Groves Parkway to Nova Road for new high school site. Additionally, the proposed Future Land Use Element has a policy restricting primary school access off of framework roads and requiring it to be on a secondary street.	20 %	8/31/26
 Consolidate TIA Methodology Criteria withing the JPA (SI)	Adopt development standards for transportation review in partnership with the County.	Community Development Department	On April 14, the City and the County started meeting weekly to discuss Tri-Party Agreement applications and work on Transportation ILA requirements implementation. The City is updating the application checklist. If the proposed Transportation Element is approved, the City will adopt standards within the Land Development Code to be consistent with the County.	30 %	8/29/25
 School Siting Standards (SI)	Work with the School District on development standards	Community Development Department	Not started.	0 %	9/30/25
 Partner or contract with rental bike and rental scooter organizations (SI)	Provide alternative modes of transportation.	Economic Development Office		0 %	8/31/26

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
 Contract for an autonomous vehicle and/or shuttle (SI)	Provide Alternative Modes of Transportation.	Economic Development Office		0 %	8/31/27
 DE, VT, & Columbia Ave. Sidewalks (CIP)	Sidewalk walkability improvements in Delaware Ave, Vermont Ave, and Columbia Ave.	Public Works Department	Finalizing the construction package with the FDOT. Anticipate bidding the project out in June 2025.	10 %	9/30/26
 Planting buffers between cars and pedestrians for safety (SI)	Increase Walkability Scores by providing increase tree canopy on pedestrian areas.	Parks & Recreation Department	Initiative not yet started.	0 %	8/31/27
 Michigan Avenue Pedestrian Project (CIP)	Pedestrian improvements along Michigan Avenue from 19th Street to 9th Street. MetroPLAN Orlando completed the study for this corridor in 2022.	Public Works Department	The project must be bid out for construction. The bid and special conditions documents are being modified with conditions for construction during the school year.	10 %	9/30/25
 Update LDC requirements for roadway and access standards by December 1, 2025 (SI)	Adopt standards that ensure quality between the City's and the County's roadway systems and consistency with the Transportation & Mobility Master Plan	Community Development Department	Staff reviewed and approved Scope of Work on 6/9/25 and had the kick-off meeting with the consultant on 7/10/25.	50 %	12/31/25

Initiatives	Desired Outcome	Responsible Department	Initiative Updates	Percent Complete	Initiative Estimated Completion Date
 Transportation Element Update (SI)	Update the Transportation Element to adopt the strategic vision and goals identified by the community and City Council.	Community Development Department	Bi-weekly meetings with the consultant started in October 2024. Staff received GOP draft and Tech Memo to review on 1/24/25. The second and final draft was received on 4/9/25. Public Meeting Schedule: 5/20/25 - Planning Commission (Completed) 6/12/25 - City Council (Transmittal Hearing) (Completed) 8/14/25 - City Council (Adoption Hearing) (Planned) The City submitted the Transmittal Package to the State and interlocal agencies for review on 6/25/25. We have received confirmation of receipt but not any feedback yet. They have until 7/25/25 to notify us. It is tentatively scheduled for adoption on 8/14/25.	76 %	9/30/25
 17th Street Extension (CIP)	Extend 2 lane section of 17th Street from Crawford Avenue to Old Hickory Tree.	Public Works Department	Permitting through South Florida Water Management District and Osceola County. Coordinating with the nearby property owner for driveway connections and use of their stormwater pond.	0 %	9/30/26

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
 Creekwoods Drive Extension (CIP)	Extend 2 lane section of Creek Woods Drive from Canoe Creek Road to Old Canoe Creek Road.	Public Works Department	Design consultant has submitted 30% plans in June. The plans are under review. City has been coordinating with the property owner on Canoe Creek Road for right-of-way purchase. More right-of-way is also needed on the west end of the project. Eminent domain may be needed to obtain the needed right-of-way.	5 %	12/30/27
 Massachusetts Avenue Extension (CIP)	Extend 2 lane section of Massachusetts Avenue from US192 to terminus in airport property.	Public Works Department	The City Council has approved the design scope of the Massachusetts Avenue extension, and the purchase order has been sent to the consultant. Coordinating a design kick-off meeting for July. Memorandum of Understanding with the School Board, to obtain the needed right-of-way for the road, has also been approved by City Council.	0 %	9/30/29

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
 10th Street Complete Streets (CIP)	Upgrade 10th Street corridor with on-street parking, wider lanes, sidewalks/trails, and traffic calming devices.	Public Works Department	The grant agreement has been resubmitted to FHWA for review. FHWA is awaiting guidance from the federal government prior to moving forward with RAISE grant funding. The City is meeting with FHWA to discuss the new templates for the grant agreement, exhibits, and terms and conditions for the RAISE grant in July.	0 %	9/30/29
 Updated Street Lights (CIP)	Investigating the upgrade to all street lights to a consistent standard. This is a citywide project.	Public Works Department	Continuing to coordinate with OUC regarding HOA neighborhood street light payments. HOA/ Community Payment Spreadsheet comments sent to OUC in January.	30 %	9/30/25
 Canoe Creek Road Widening (CIP)	Partnering with Osceola County, to expand the existing corridor from two to four lanes and enhance the existing corridor.	Public Works Department	The project's final reports are under review the Florida Department of Transportation's central office. Once the reports are approved, the final documents will be published and the study will be completed.	5 %	6/30/25
 Rummel Road Trail (CIP)	Construct a missing segment of trail that will connect to a larger regional trail system in Kissimmee and Orange County. Connecting Lakefront to Chisholm Park.	Parks & Recreation Department	Awaiting approval from HOA for purchase of land.	70 %	10/30/26

Initiatives	Desired Outcome	Responsible Department	Initiative Initiative Updates	Percent Complete	Initiative Estimated Completion Date
 Lakeshore Pathways Improvements (CIP)	This project overlays the bike path.	Parks & Recreation Department	Project near completion. Asphalt and driveways were constructed.	85 %	11/28/25
 Seargent Graham & Neptune Rd. Traffic Signal (CIP)	Installation of the traffic signal at Sargent Graham & Neptune Road.	Public Works Department	Construction of Neptune Road is underway. The installation of the traffic signal is included in the overall roadway project.	25 %	11/27/26
STRATEGIC PLAN GOALS RTN Goal 2: Plan, prioritize, and find innovative ways to fund transportation infrastructure					
 Implement Vision Zero Action Plan strategies and countermeasures (SI)	Incorporate Strategies within the Action Zero Plan in all of our upcoming city transportation upgrades.	Community Development Department	Incorporated into the Transportation Element. Just waiting for Council adoption of the Element.	0 %	8/31/26
 Increase mobility fees to cover the impact of future development by September 1, 2024 (SI)	Adopt new Mobility Fee for the City	Community Development Department	Approved by City Council on September 19, 2024	100 %	10/31/24
 SEATS agreements with developers (SI)	Enter SEATS Agreement with Developers and revisit every 4 years	Community Development Department	Tri-party SEATS Agreements have been entered with Developers and will be revisited every 4 years.	100 %	9/30/25
 Establish and adopt joint review fee with the County for TIAs and Tri-Party Agreements (SI)	New Mobility ILA with the County	Community Development Department	Approved by City Council on September 19, 2024	100 %	10/31/24
STRATEGIC PLAN GOALS RTN Goal 3: Engage and educate the community about transportation initiatives, issues, safety and needs within the City					
 Transportation Tuesday (SI)	Creation and sharing of transportation-related content programming on a set schedule	Communications Department	Program launched in our City's website and YouTube Accounts. We run these as needed. Currently planning one to promote the updated PCI GIS tool available on the website	100 %	12/31/24

City of St. Cloud

FY25 Warrant List #10

6/28/2025 to 7/31/2025

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
7/3/2025	21696 DIGITECH COMPUTER LLC	MEDICAID BILLING FEB25	7,910.06
7/3/2025	21697 DONNA L. COOLEY	DONNA COOLEY, 2025 FGFOA ANNUAL CONF, T25184, 102	101.58
7/3/2025	21698 EXOTIC EMBROIDERY OF CENTRAL FL. PRE007 4TH OF JULY CELEBRATION	SCPR- 4TH ON THE LAKE GIVE AWAYS	3,602.00
7/3/2025	21699 FIFTH THIRD BANK	PAYROLL SUMMARY PAYROLL SUMMARY PAYROLL SUMMARY PAYROLL SUMMARY PAYROLL SUMMARY PAYROLL SUMMARY	465,927.10
7/3/2025	21700 FL STATE LODGE FRAT.ORDER POLICE	PAYROLL SUMMARY	1,225.00
7/3/2025	21701 GAME OFFICIALS, INC.	YOUTH BASKETBALL 6/7/25-6/14/25	1,360.00
7/3/2025	21702 HUMANA INSURANCE COMPANY	JUNE 2025 DENTAL INS GROUP #591872 JUNE 2025 DENTAL INS GROUP # 591872 (COBRA)	3,716.21
7/3/2025	21703 H2I GROUP, INC.	WALL/COLUMN PADDING-GYM WALL/COLUMN PADDING-GYM	66,850.00
7/3/2025	21704 LANGTON ASSOCIATES, INC.	GRANT SERV THRU JUN25	4,333.33
7/3/2025	21705 LYNCH OIL	FUEL DELIVERY 6/13/25	724.01
7/3/2025	21706 MCCI, LLC	CONSULTING SERVICES 10/7/24-10/6/25	10,140.00

City of St. Cloud

FY25 Warrant List #10

6/28/2025 to 7/31/2025

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		CONSULTING SERVICES 10/7/24-10/6/25	
7/3/2025	21707 METRO FORECASTING MODELS, LLC		5,250.00
		CONSULTING SERVICES 3/8/25-3/28/24	
7/3/2025	21708 MILLER ELECTRIC COMPANY		535.00
		ENGINEER/TECH HRS CIVIC CENTER GYM	
		INSTALL TECH HOURS CIVIC CENTER GYM DOOR	
7/3/2025	21709 MISSIONSQUARE RETIREMENT		14,596.04
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
7/3/2025	21710 NAFECO, INC.		648.80
		PANTS S.SAGEL	
		SOCKS N.SMITH	
		SOCKS C.ESPINAL	
		BUCKLE A.HOGAN	
		FLAG S.MACCALLISTE	
		VEST J.GOLDING	
		GLOVE G.O'CONNOR	
		BELT S.MACCALLISTE	
		SOCKS C.ESTRADA	
7/3/2025	21711 NATIONWIDE RETIREMENT SOLUTIONS INC		21,103.10
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
7/3/2025	21712 OPENGOV, INC.		29,686.87
		PROFESSIONAL SRVCS 5/1/25 - 9/30/25	
7/3/2025	21713 PETROLEUM TRADERS CORP.		22,304.38
		ULTRA LOW #2 FUEL PO NUM 084980	
7/3/2025	21714 RING POWER CORPORATION		231,446.00
		G65 GRADER UNIT#4-134	
7/3/2025	21715 SCHOOL DISTRICT OF OSCEOLA COUNTY		3,204.00
		SCHOOL SPEEDING CITATIONS WEEK ENDING (06/27/2025)	

City of St. Cloud

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6/28/2025 to 7/31/2025

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
7/3/2025	21716 STANDARD INSURANCE COMPANY	VOLUNTARY LIFE INSURANCE JUNE 2025 LONG TERM DISABILITY JUNE 2025 CITY PAID LIFE INSURANCE JUNE 2025	17,054.85
7/3/2025	21717 TEN-8 FIRE EQUIPMENT	UNIT#11-62 64278-6 PRESSURE GAUGE ERROR	1,637.70
7/3/2025	21718 WASTE CONNECTIONS OF OSCEOLA COUNTY	CONSTRUCTION DEMOLITION 6/9/25 - 6/14/25 MSW DISPOSAL 6/25 - 6/14/25	88,983.37
7/3/2025	21719 YOUR EVENTS BY L&L LLC PRC024 YOUR EVENTS BY L&L	THE RANCH ST CLOUD SRVCS 4/1/25 - 4/30/25	585.00
7/10/2025	21720 ALL-RITE FENCE SERVICES, INC.	HORSESHOE CRT II	5,060.00
7/10/2025	21721 BOUNDTREE MEDICAL, LLC	FIRE SUPPLIES/MATERIALS	496.08
7/10/2025	21722 DELL MARKETING L.P.	PRO SLIM PLUS COMPUTERS LAPTOP COMPUTERS COMPUTER EQUIPMENT	72,150.00
7/10/2025	21723 DUVAL FORD, LLC	UNIT 14-64 BUILDING MAINT UNIT 12-503 POLICE DEPT UNIT #12-505 POLICE DEPT UNIT 12-506 POLICE DEPT UNIT 14-65 BUILDING MAINT UNIT 14-66 BUILDING MAINT UNIT 5-122 SOLID WASTE UNIT #5-124 SOLID WASTE	484,465.00
7/10/2025	21724 FITNESS CF		3,009.18

City of St. Cloud

FY25 Warrant List #10

6/28/2025 to 7/31/2025

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		JUNE 2025 PREMIUM EMP GYM MEMBERSHIPS	
7/10/2025	21725 JOHNS EASTERN COMPANY, INC (CLAIMS)	JUNE EOM 2025	6,721.96
7/10/2025	21726 METRO FORECASTING MODELS, LLC	SERV 6/1/25-6/30/25 SERV 4/1/25-5/30/25	32,895.00
7/10/2025	21727 METROPOLITAN LIFE INSURANCE CO.	JUNE 2025 PREMIUM DENTAL INSURACNE G#5760484 JUNE 2025 PREMIUM DENTAL INSURACNE G#5760484 JUNE 2025 PREMIUM DENTAL INS G#5760484 (COBRA) JUNE 2025 PREMIUM DENTAL INS G#5760484 (COBRA)	35,313.08
7/10/2025	21728 MILLER ELECTRIC COMPANY	FS#32 BAY REAR DOOR	220.00
7/10/2025	21729 MOTOROLA SOLUTIONS, INC.	PD MOBILE RADIOS 6/21/25-6/20/28 PD RADIO MANAGEMENT LICENSE ONLINE	21,504.40
7/10/2025	21730 NAFECO, INC.	MULTI TOOL N.MORALES RAIN SHELL R.BROOMELL PANT Y.CEDENO PANTS E.ENNIS PANTS L. O'BRIEN SHIRTS M.CAPRANICA SOCKS P.TROMBINO SHORTS J.JONES RAIN SHELL A.NICHELSON JACKET C. ESTRADA SOCKS J.BRADSHAW JACKET J.ROBINSON RAIN SHELL A.HOGAN	1,068.25
7/10/2025	21731 ORLANDO UTILITIES COMMISSION	JUN 2025 ELECTRIC BILL JUFCOMTECH	96,766.80

City of St. Cloud

FY25 Warrant List #10

6/28/2025 to 7/31/2025

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		JUN 2025 ELECTRIC BILL ALLOCATION	
		JUN 2025 ELECTRIC BILL ALLOCATION	
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		JUN 2025 ELECTRIC BILL	
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		JUN 2025 ELECTRIC BILL JUFCOMTECH	
		JUN 2025 ELECTRIC BILL ALLOCATION	
		JUN 2025 ELECTRIC BILL ALLOCATION	
		JUN 2025 ELECTRIC BILL ALLOCATION	
		JUN 2025 ELECTRIC BILL ALLOCATION	
7/10/2025	21732 OSCEOLA ARTS INC.	ST CLOUD MURALS PROGRAMS 2ND PAYMENT	20,000.00
7/10/2025	21733 PETROLEUM TRADERS CORP.	87 CONVENTIONAL FUEL PO NUM 084905	20,762.13
7/10/2025	21734 PFM FINANCIAL ADVISORS, LLC		5,000.00

City of St. Cloud

FY25 Warrant List #10

6/28/2025 to 7/31/2025

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		FINANCIAL ADVISORY SRVCS ANNUAL RETAINER 2025	
7/10/2025	21735 RING POWER CORPORATION		14,388.73
		CATERPILLAR CONTACT 84 MONTHS WARRANTY PO084963	
		CATERPILLAR CONTACT 84 MONTHS WARRANTY PO084963	
		CATERPILLAR CONTACT YEAR 1 4/25/25-4/24/26	
7/10/2025	21736 SCHOOL DISTRICT OF OSCEOLA COUNTY PRE002 SUMMER CAMP	BUS FOR SUMMER CAMP TRIP #6005 EDUCATION IMPACT FEES COLLECTED JUNE 2025 SCHOOL SPEEDING CITATIONS WEEK ENDING (07/04/2025)	1,648,843.75
	PRE002 SUMMER CAMP	BUS FOR SUMMER CAMP TRIP #6052	
7/10/2025	21737 SEMCO CONSTRUCTION, INC. PR2106 17TH STREET BALLFIELDS	17TH BALLFIELDS P#240111 6/1/25 - 6/30/25	1,237,715.24
7/10/2025	21738 SPIES POOL, LLC		1,091.00
		DYNAMITE POOL PATCH,LABOR AND SERVICE SEAL KIT,LABOR AND SERVICE	
7/10/2025	21739 VERSATERM PUBLIC SAFETY US, INC.		6,500.00
		HR INTEGRATION ANNUAL 8/1/25 - 7/31/26 BLUE TEAM & IAPRO NEXTGEN 8/1/25 - 7/31/25	
7/10/2025	21740 WRIGHT-PIERCE CR2402 CENTENNIAL PARK RENOVATE CR2401 CRA ALLEYWAY IMPROVEMENTS	DOWNTOWN RESTROOMS SRVCS THRU 5/30/25 ALLEYWAY BOLLARD DESIGN SRVCS THRU 5/30/25	6,152.60
7/10/2025	21741 YOUR EVENTS BY L&L LLC PRC024 YOUR EVENTS BY L&L	THE RANCH ST CLOUD SRVCS 6/1/25-6/30/25	830.00
7/17/2025	21743 ANN MARIE KNOWLTON PRC022 ZUMBA CLASSES	ZUMBA CLASSES JUN25	195.00
7/17/2025	21744 ARNCO CONSTRUCTION, INC. PS2409 FIRE HEADQUARTERS RENOV	PRE CONSTRUCTION SERVICES FIRE ADMIN BUILDING	5,250.00
7/17/2025	21745 BIG DOG EXPRESS OF SOUTH FL INC		29,008.94
		DISPOSAL OF VEGETATIVE WASTE	

City of St. Cloud

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6/28/2025 to 7/31/2025

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		DISPOSAL OF VEGETATIVE WASTE	
		DISPOSAL OF VEGITATIVE WASTE	
		DISPOSAL OF VEGETATIVE WASTE	
7/17/2025	21746 BOUNDTREE MEDICAL, LLC		1,191.95
		FIRE MEDICAL SUPPLIES	
7/17/2025	21747 CIVITAS LLC		1,027.95
		HUD TA HOURS MAY25	
7/17/2025	21748 DEBEAUBIEN, KNIGHT, SIMMONS		16,732.00
		SERVICES THRU 6/30/25	
7/17/2025	21749 DISTINCTIVE CARE MD LLC		2,542.00
		SERVICES JULY 2025	
7/17/2025	21750 EXCELLANCE INCORPORATED		14,463.12
		AMBULANCE REPAIR UNIT 23-23	
		AMBULANCE REPAIR UNIT 23-23	
7/17/2025	21751 FIFTH THIRD BANK		502,955.08
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
7/17/2025	21752 FL STATE LODGE FRAT.ORDER POLICE		1,225.00
		PAYROLL SUMMARY	
7/17/2025	21753 GEORGE E. ALVARADO		2,351.25
	PRC023 FUTSAL TERRA INDR SOCCER	INDOOR SOCCER JUN25	
7/17/2025	21754 GRAYROBINSON, P.A.		24,000.00
		FEDERAL LOBBYING JUL25	
		FEDERAL LOBBYING JUN25	
		STATE LOBBYING JUNE 2025	
		STATE LOBBYING JULY 2025	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
7/17/2025	21755 LYNCH OIL	FUEL DELIVERY 6/20/25 FUEL DELIVERY 6/17/25 FUEL DELIVERY 6/24/25 FUEL DELIVERY 6/27/25	2,593.08
7/17/2025	21756 MERMAID AQUATICS, LLC PRC026 MERMAID AQUATICS	RED CROSS CLASSES JUN25	1,800.00
7/17/2025	21757 MISSIONSQUARE RETIREMENT	PAYROLL SUMMARY PAYROLL SUMMARY	14,481.73
7/17/2025	21758 NATIONWIDE RETIREMENT SOLUTIONS INC	PAYROLL SUMMARY PAYROLL SUMMARY	20,668.42
7/17/2025	21759 NEXTRAN TRUCK CENTER	UNIT#24-28 RO#64547-1 REPLACE COOLANT SENSOR UNIT#5-112 RO#64365-7 REPLACE AIR FILTER UNIT#24-75 RO#64502-1 REPLACE EGR COOLER UNIT#4-103 RO#64403-2 ROAD CALL & PM SERVICE UNIT#5-90 RO#64425-1 ROAD CALL & PM SERVICES UNIT#24-61 RO#64457-1 MACK CAMPAIGN & ROAD CALL UNIT#24-48 RO#64437-1 PRELIMINARY DIAGNOSTICS UNIT#5-113 RO#64492-1 REPLACE WIPE BLADES UNIT#5-88 RO#64550-1 REPLACE CABIN AIR FILTER UNIT#24-61 RO#64558-1 ROAD CALL & PRE DIAGNOST UNIT#24-61 RO#64501-1 ROAD CALL & PM SERVICES	16,881.80
7/17/2025	21760 PETROLEUM TRADERS CORP.	ULTRA LOW SULFUR #2 FUEL PO NUM 084981	22,875.20
7/17/2025	21761 SCHOOL DISTRICT OF OSCEOLA COUNTY	SCHOOL SPEEDING FINES DUE TO SDOC (07/11/2025)	1,476.00
7/17/2025	21762 SOUTHEASTERN SURVEYING & MAPPING	2305 NOLTE ROAD SKETCH 5/20/25 - 6/1/25	1,280.00

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
7/17/2025	21763 SUPERION, LLC	PUBLIC ADMINISTRATION 6/8/25 - 6/14/25	450.00
7/17/2025	21764 WASTE CONNECTIONS OF OSCEOLA COUNTY	MSW DISPOSAL 6/16/25 - 6/21/25 CONSTRUCTION DEMOLITION 6/23/25 - 6/30/25 TIRE DISPOSAL - VEHICLE 6/9/25 - 6/12/25 TIRE DISPOSAL - VEHICLE 6/25/25 CONSTRUCTION DEMOLITION 6/16/25 - 6/21/25 MSW DISPOSAL 6/23/25 - 6/30/25	174,060.95
7/24/2025	21786 ARNCO CONSTRUCTION, INC. PR2301 CHISHOLM PARK MASTER PLAN	CHISHOLM PARK BOAT RAMP	304,282.75
7/24/2025	21787 CIVITAS LLC	HUD TA HOURS JUNE25	581.25
7/24/2025	21788 DEBEAUBIEN, KNIGHT, SIMMONS	LEGAL SERV THRU 05/31/24	1,625.00
7/24/2025	21789 DELL MARKETING L.P.	BASE COMPUTERS	20,000.00
7/24/2025	21790 DUVAL FORD, LLC	UNIT 12-504 POLICE UNIT 4-135 STREETS & SW	119,133.00
7/24/2025	21791 GAME OFFICIALS, INC.	YOUTH BASKETBALL REFEREES 6/16/25-6/28/25	1,700.00
7/24/2025	21792 HALO BUILDING SERVICES, LLC	JANITORIAL SERV JUN25	33,950.42
7/24/2025	21793 HANSON, WALTER & ASSOCIATES INC. ST2306 CREEK WOODS DR EXTENSION ST2306 CREEK WOODS DR EXTENSION	COSC CREEK WOODS EXTENT MAY 2025 COSC CREEK WOODS DR EXTEN APRIL 2025 STC PARKING LOT(MINN AVE) APRIL 2025	62,560.00

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
7/24/2025	21794 LYNCH OIL	FUEL DELIVERY 7/1/25	371.30
7/24/2025	21795 MILLER ELECTRIC COMPANY	EMERGENCY REPAIRS PD LOBBY DOOR	2,962.08
7/24/2025	21796 NAFECO, INC.	PANTS A.ECKSTEIN SOCKS C.BRONSON BELT SOCKS F.CURADO	165.50
7/24/2025	21797 NEXTRAN TRUCK CENTER	UNIT#5-81 RO#64623-1 DIAGNOSE AC SYSTEM UNIT#24-48 RO#64547-1 QM AIR COMPRESSOR UNIT#5-115 RO#64609-3 DIAGNOSE AC SYSTEM UNIT#5-88 RO#64550-1 QM FUEL FILTER UNIT#24-64 RO#64584-1 QM FUEL FILTER	7,799.85
7/24/2025	21798 OSCEOLA ENGINEERING, INC. PR2302 HOPKINS PARK MASTER PLAN PR2301 CHISHOLM PARK MASTER PLAN PS2103 FIRE STATION 35 NEW BUILD	SERVICE CONSULTAN JUN25 23-031 HOPKINS PARK PH 1 SERVICE CONSULTAN APR-JUN 22-040 CHISHOLM PARK PH I SERVICE CONSULTANT JUN25 21-049 FS#35	23,113.50
7/24/2025	21799 PETROLEUM TRADERS CORP.	87 CONVENTIONAL UNLEADED GAS PO NUM 084982 ULTRA LOW SULFUR FUEL PO NUM 085029	43,548.09
7/24/2025	21800 SCHOOL DISTRICT OF OSCEOLA COUNTY PRE002 SUMMER CAMP PRE002 SUMMER CAMP PRE002 SUMMER CAMP PRE002 SUMMER CAMP PRE002 SUMMER CAMP	BUS FOR SUMMER CAMP TRIP #5863 BUS FOR SUMMER CAMP TRIP #6006 BUS FOR SUMMER CAMP TRIP #6007 BUS FOR SUMMER CAMP TRIP #6056 BUS FOR SUMMER CAMP TRIP #5862 SPEEDING CITATION FEES DUE TO SDOC (07/18/2025)	3,246.99
7/24/2025	21801 SONG & ASSOCIATES, INC.		3,540.00

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
	PS2103 FIRE STATION 35 NEW BUILD	SERVICES THRU 6/30/25 PROJ 21039 FS#35	
7/24/2025	21802 STANDARD INSURANCE COMPANY	CITY PAID LIFE INSURANCE JULY 2025 VOLUNTARY LIFE INSURANCE JULY 2025 LONG TERM DISABILITY JULY 2025	19,156.02
7/24/2025	21803 STRATEGIC COMMUNICATIONS, INC.	OFFICE 365 G3 & F3,PLAN 3 4/18/25 - 5/17/25 OFFICE 365 G3 & F3,PLAN 3 5/18/25 - 6/17/25	20,245.13
7/24/2025	21804 TESSAH IVEY ENTERPRISES, LLC PRC010 BATON LESSONS	BATON TWIRLING JUN25	120.00
7/24/2025	21805 WASTE CONNECTIONS OF OSCEOLA COUNTY	CONSTRUCTION DEMOLITION 7/7/25 - 7/12/25 CONSTRUCTION DEMOLITION 7/1/25 - 7/4/25 TIRE DISPOSAL - VEHICLE 7/9/25 MSW DISPOSAL 7/7/25 - 7/12/25 MSW DISPOSAL 7/1/25 - 7/4/25	164,238.84
7/24/2025	21806 WRIGHT-PIERCE PR2504 LAKEFRONT PAV EXPANSION PR2505 EDGEWATER EAST PARK LAND CR2402 CENTENNIAL PARK RENOVATE CR2401 CRA ALLEYWAY IMPROVEMENTS	SHADE STRUCTURE SRVCS THRU 6/27/25 PROFESSIONAL SRVCS THROUGH 6/27/25 EDGEWATER DOWNTOWN RESTROOMS SRVCS THRU 6/27/25 ALLEYWAY BOLLARD DESIGN SRVCS THRU 6/27/25	34,322.45
7/31/2025	21807 ARNCO CONSTRUCTION, INC. PS2103 FIRE STATION 35 NEW BUILD	FS #35 PRE CONSTRUCTION	10,190.32
7/31/2025	21808 BIG DOG EXPRESS OF SOUTH FL INC	VEGETATIVE WASTE DISPOSAL VEGETATIVE WASTE HAULING	8,119.79
7/31/2025	21809 BOUNDTREE MEDICAL, LLC	FIRE MEDICAL SUPPLIES FIRE MEDICAL SUPPLIES FIRE MEDICAL SUPPLIES FIRE MEDICAL SUPPLIES	9,448.86

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		FIRE MEDICAL SUPPLIES	
		FIRE MEDICAL SUPPLIES	
		FIRE MEDICAL SUPPLIES	
		FIRE MEDICAL SUPPLIES	
7/31/2025	21810 DEBEAUBIEN, KNIGHT, SIMMONS	SERVICES THRU 6/30/25	141.00
7/31/2025	21811 FIFTH THIRD BANK	PAYROLL SUMMARY	454,814.55
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
7/31/2025	21812 FISHER SAFETY	FLOW TEST AND LABOR	5,004.00
7/31/2025	21813 FITNESS CF	JULY 2025 PAYROLL DEDUCT GYM MEMBERSHIP	3,138.16
7/31/2025	21814 FL STATE LODGE FRAT.ORDER POLICE	PAYROLL SUMMARY	1,225.00
7/31/2025	21815 GLORIA R. EMANUEL	GLORIA EMANUEL,2025 FGFOA ANNUAL CONF, T25167, 102	322.85
7/31/2025	21816 HUMANA INSURANCE COMPANY	JULY PREMIUM VISION INS G#591872	3,998.78
		JULY PREMIUM VISION INS G#591872	
7/31/2025	21817 LYNCH OIL	FUEL DELIVERY 7/3/25	1,757.07
		FUEL DELIVERY 7/18/25	
		FUEL DELIVERY 7/22/25	
7/31/2025	21818 MCCI, LLC	CONSULTING SERVICES 10/7/24-10/6/25	2,058.75

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
7/31/2025	21819 MERMAID AQUATICS, LLC PRC026 MERMAID AQUATICS	RED CROSS CLASSES	843.75
7/31/2025	21820 METROPOLITAN LIFE INSURANCE CO.	JULY 2025 GROUP DENTAL INS G#5760484 JULY 2025 GROUP DENTAL INS G#5760484 JULY 2025 GROUP DENTAL INS G#5760484 JULY 2025 GROUP DENTAL INS G#5760484	36,649.14
7/31/2025	21821 MISSIONSQUARE RETIREMENT	PAYROLL SUMMARY PAYROLL SUMMARY	14,112.53
7/31/2025	21822 NAFECO, INC.	POLO D.HUNTER PANT D.FITZGERALD SHIRT G.MENENDEZ PANT R.COOKE NAMEBAR T.PETERSON DUFFLE BAG K.SHOEMAKER BELT A.RAO GLOVE K.TERRIAN SOCKS N.IRVING PANT J.ROBINSON PANT R.ENIS SHIRT HOGAN PANT S.SHOEMAKER GLOVE J.HART BELT K.TERRIAN SOCKS F.CURADO PANT H.PEREZ BELT J.ORTIZ FLAG S.SCHWAN PANT R.ENNIS PANT R.COOKE SHIRT R.IRVING DUFFLE S.MACCALLISTE PANT J.ROBINSON BELT T.PETERSON	2,395.95

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		PANT A.MACCRYSTAL	
		SOCKS B.HUDSON	
		SHIRT D.FITZGERALD	
		GLOVE D.HUNTER	
		POLO R.SILVER	
		SHIRT T.MONTENEGRO	
		SHORTS J.JONES	
		PANT D.WHITE	
		PANT J.BRADSHAW	
		RAIN SHELL L.SMITH	
		SHIRT R.RAMIREZ	
		SOCKS B.HUDSON	
		FLAG T.PETERSON	
		SHIRT M.SIMS	
7/31/2025	21823 NATIONWIDE RETIREMENT SOLUTIONS INC		21,848.74
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
7/31/2025	21824 OSCEOLA ENGINEERING, INC.		3,301.25
	PR2106 17TH STREET BALLFIELDS	SRVC CONSULTANT JUN25 21-036 17TH ST BALLFIELD	
7/31/2025	21825 PETROLEUM TRADERS CORP.		22,286.85
		ULTRA LOW SULFUR #2 FUEL PO NUM 085030	
7/31/2025	21826 RAFTELIS		377.10
		CONSULTING FEES P&R FEB25 2/1/25 - 2/28/25	
7/31/2025	21827 SCHOOL DISTRICT OF OSCEOLA COUNTY		300.00
		SPEEDING CITATION FEES DUE TO SDOC (07/25/2025)	
7/31/2025	21828 SUMMIT GROUP CONSULTING, LLC		787.50
		FEMA CONSULTING SERVICES 6/1/25 - 6/30/25	
7/31/2025	21829 TEN-8 FIRE EQUIPMENT		33,349.13
		INTAKE LOW PROFILE ELBOW AND OUTLET	
		UNIT#11-44 RO#64392-1 LOW COOLAND LIGHT	
7/31/2025	21830 WRIGHT-PIERCE		14,369.40

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
	PR2505 EDGEWATER EAST PARK LAND	PROFESSIONAL SRVCS THROUGH 5/30/25 EDGEWATER	
	PR2505 EDGEWATER EAST PARK LAND	PROFESSIONAL SRVCS THROUGH 4/25/25 EDGEWATER	
7/3/2025	300132 ACCESS SOLUTIONS CORP.		3,699.09
	PW2502 PROGRESS LN OFFICE RENOV	NEW DIVICES @ INSTALL FOR PD AT PROGRESS LANE REPAIRS AT HOPKINS PARK. REKEY NEW EVIDENCE OFFICE REPAIRS AT FS#33.	
	PW2502 PROGRESS LN OFFICE RENOV	REKEY PROGRESS LANE BLDG FOR POLICE DEPT ADJUST THE DOOR OPERATOR AT CITY HALL	
	PW2502 PROGRESS LN OFFICE RENOV	RIM EXIT DEVICE & INSTALL AT PUBLIC WORKS REKEY FS#33 FOR SECURITY PURPOSE ADJUST DOOR HANDLES AT CITY HALL	
7/3/2025	300133 ALABAMA CHILD SUPPORT PAYMENT		23.08
		PAYROLL SUMMARY	
7/3/2025	300134 ARIADDNE RAUSSEO		41.65
		A.RAUSSEO FGFOA LOCAL MEETING MILES CLASS C	
7/3/2025	300135 AXISPRO EVENTS, INC.		6,100.00
	PRE007 4TH OF JULY CELEBRATION	JULU 4TH EVENT	
7/3/2025	300136 MISC CUSTOMER REFUNDS		198.00
		REFUND OF SUMMER CAMP WEEK 6 REFUND OF SUMMER CAMP WEEK 6	
7/3/2025	300137 CIGNA HEALTH AND LIFE INSURANCE CO		94,581.06
		ADMIN AND STOP LOSS FEE FOR JUNE 2025 COVERAGE ADMIN AND STOP LOSS FEE FOR JUNE 2025 COVERAGE ADMIN AND STOP LOSS FEE FOR JUNE 2025 COVERAGE ADMIN AND STOP LOSS FEE FOR JUNE 2025 COVERAGE	
7/3/2025	300138 CINTAS CORPORATION NO. 2		4,799.88
		FIRST AID CABINETS FIRST AID CABINETS FIRST AID CABINET FIRST AID CABINETS FIRST AID CABINETS	

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6/28/2025 to 7/31/2025

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		FIRST AID CABINET	
		FIRST AID CABINET	
		FIRST AID CABINET	
		FIRST AID CABINETS	
7/3/2025	300140 EAU GALLIE ELECTRIC, INC.		8,109.04
		PD GENERATOR MAINTENANCE MAIN BUILDING	
		BREAKROOM LANDFILL GENERATOR MAINTENANCE	
		SCAL HOUSE GENERATOR MAINTENANCE	
		LANDFILL GENERATOR MAINT	
		BLDG MAINT GENERATOR MAINTENANCE	
		FS#32 GENERATOR MAINT	
		FIRE TRAINING GENERATOR MAINTENANCE	
		PD MOBILE 3 GENERATOR MAINTENANCE	
		PD MOBILE 2 GENERATOR MAINTNENANCE	
		PD MOBILE 1 GENERATOR MAINTENANCE	
		PD PORTABLE 12-315 GENERATOR MAINTENANCE	
		PD REPAIRS 12-77 GENERATOR MAINTENANCE	
		FS#34 GENERATOR MAINT	
		EOC GENERATOR MAINTENANCE	
		PD GENERATOR REPAIRS	
		FS#31 REPAIRS	
		LANDFILL GENERATOR REPAIR	
		PD REPAIRS 12-78 GENERATOR MAINTENANCE	
		STREETS GENERATOR MAINT	
		COMM CTR GENERATOR REPAIR	
7/3/2025	300141 EVERNORTH CARE SOLUTIONS, INC.		1,091.78
		EAP FOR JULY 2025 691 @ \$1.58	
7/3/2025	300142 FIVE9, INC.		1,345.00
		SERV 6/27/25-7/26/25	
7/3/2025	300143 FLORIDA TENTS AND EVENTS INC.		2,586.50
	PRE007 4TH OF JULY CELEBRATION	JULY 4TH EVENT	
7/3/2025	300144 GABRIELLE DURAND		34.98
		REFUND CR# 21170	

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6/28/2025 to 7/31/2025

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
7/3/2025	300145 INTERNAL REVENUE SERVICE	(PCORI FEES)	2,491.76
7/3/2025	300146 JAY D. HOBBS PRE007 4TH OF JULY CELEBRATION	JULY 4TH EVENT	1,500.00
7/3/2025	300147 MISC CUSTOMER REFUNDS	REFUND OF DEPOSIT COMM CENTER MAGNOLIA HALL	500.00
7/3/2025	300148 JEFFREY COOPER	JEFFREY COOPER,2025 FGFOA ANNUAL CONF, T25152, 102	357.53
7/3/2025	300149 JORDAN HALLETT	J.HALLETT CPSI COURSE & EXAM T25215 101 J.HALLETT CPSI COURSE & EXAM T25215 101	0.00
7/3/2025	300150 KELLY L. LACOE	K.LACOE ESRI USERS CONFER T25107 101	447.20
7/3/2025	300151 KELVIN SOTO, ESQ.	RECORDING FEES FOR CODE COMPLIANCE RECORDING FEES FOR CODE COMPLIANCE RECORDING FEES FOR CODE COMPLIANCE RECORDING FEES FOR CODE COMPLIANCE RECORDING FEES FOR CODE COMPLIANCE RECORDING FEES FOR CODE COMPLIANCE RECORDING FEES FOR CODE COMPLIANCE RECORDING FEES FOR CODE COMPLIANCE RECORDING FEES FOR CODE COMPLIANCE	98.50
7/3/2025	300152 KONICA MINOLTA BUSINESS SOLUTIONS	COPIER LEASE 5/1-31/25 PD MODULAR BLDG COPIER LEASE 5/1-31/25 IT DEPT COPIER LEASE 5/1-31/25 PUBLIC WORKS COPIER LEASE 5/1-31/25 PD CIU COPIER LEASE 5/1-31/25 PD SHARED USE COPIER LEASE 5/1-31/25 PD RECORDS DEPT COPIER LEASE 5/1-31/25 CITY CLERK	1,551.43

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
7/3/2025	300153 LIBERTY NATIONAL LIFE INSURANCE CO	LIBERY NATIONAL COVERAGE JUNE 2025	1,086.01
7/3/2025	300154 MATTHEW HEIL	M.HEIL ESRI USERS CONFER T25108 101	447.20
7/3/2025	300155 MELISSA DUNKLIN	MELISSA DUNKLIN, PRESERVE MAIN ST 2025, T25217 101	101.52
7/3/2025	300156 OSCEOLA COUNTY PROPERTY APPRAISER	2025 ORTHOPHOTOGRAPHY SHARING	882.62
7/3/2025	300157 MISC CUSTOMER REFUNDS	REFUND OF SUMMER CAMP WEEK 5	105.00
7/3/2025	300158 QUADIENT LEASING USA, INC.	PREMIER MAINTENANCE 06/14/25 - 06/13/25	440.37
7/3/2025	300159 RIVIERA SOL ENTERTAINMENT & PRE007 4TH OF JULY CELEBRATION	7PCS DEREK MACK BAND 4TH OF JULY CONCERT	4,200.00
7/3/2025	300160 MISC CUSTOMER REFUNDS	REFUND OF DEPOSIT LKFRNT PARK BANQUET HALL	500.00
7/3/2025	300161 SD DATA CENTER	COLLOCATION CABINET COLOCATION-NETWORK & CONNECTIVITY	1,190.00
7/3/2025	300162 SKID STEER SOLUTIONS LLC DBA ETERRA	SKID STEER RAZOR SICKLE BAR MOWER ATTACHMENT	12,535.50
7/3/2025	300163 MISC CUSTOMER REFUNDS	REFUND OF DEPOSIT CANNERY PARK BUILDING REFUND OF DEPOSIT CANNERY PARK BUILDING REFUND OF DEPOSIT CANNERY PARK BUILDING	246.57
7/3/2025	300164 STACEY WILDE	STACEY WILDE, FACC 2025, T25216, 101	110.77

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
7/3/2025	300165 SUZETTE COVER	SUZETTE COVER, FL CHAPTER FGFOA MEETING, T25241,103	22.00
7/3/2025	300166 TISHA MANNING	VOID CK#300166 DID NOT ATTEND TISHA.M T25213 101 TISHA MANNING, PRESERVE MAIN ST 2025, T25213 101	0.00
7/3/2025	300167 TOHOPEKALIGA WATER AUTHORITY PS2105 FIRE TRAINING FACILITY	A&I TOHO PLAN REVIEW & APP FEE	425.00
7/3/2025	300168 VALLEY DISTRICT OFFICE	PAYROLL SUMMARY	30.00
7/3/2025	300169 VOLCANIC BIKES GR2506 JAG GRANT - PATROL BIKES GR2506 JAG GRANT - PATROL BIKES	POLICE PATROL BICYCLES PO084970 POLICE PATROL BICYCLES	25,999.90
7/3/2025	300170 WE DARE TO CARE INC.	PAYROLL SUMMARY	56.00
7/3/2025	300171 WEX BANK	FUEL PURCHASES JUN25	1,196.57
7/3/2025	300172 WILLIAMS SCOTSMAN, INC.	MOBILE OFFICE 6/14/25 - 7/13/25	185.06
7/10/2025	300175 AFLAC	JUNE 2025 VOLUNTARY AFLAC ACCT:0RP71 EIN 82-2723296	5,301.45
7/10/2025	300176 AYRES ASSOCIATES, INC.	SERV THRU 05/24/25	18,750.00
7/10/2025	300177 CANARX GROUP, INC.	06/01/2025 - 06/30/2025 SAINT CLOUD MEDS	108.90
7/10/2025	300178 CAROLINA SOFTWARE, INC.	SOFTWARE SUPPORT QUARTER ENDING 9/30/25	1,000.00

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
7/10/2025	300179 CENTRAL FLORIDA GAS	GAS FOR POOL HEATER 5/16/25-6/16/25	409.83
7/10/2025	300180 MISC CUSTOMER REFUNDS	REFUND OF DEPOSIT LKFRNT PARK BANQUET HALL	500.00
7/10/2025	300181 CIGNA HEALTH AND LIFE INSURANCE CO	ADMIN AND STOP LOSS COVERAGE FOR JULY 2025 ADMIN AND STOP LOSS COVERAGE FOR JULY 2025 ADMIN AND STOP LOSS COVERAGE FOR JULY 2025 ADMIN AND STOP LOSS COVERAGE FOR JULY 2025	96,539.26
7/10/2025	300182 COSTAR REALTY INFORMATION, INC.	SERVICES 6/1/25-6/30/25	1,163.51
7/10/2025	300183 D&A WINDOW CLEANING SERVICES, INC.	PRESSURE WASH AND WINDOW CLEANING	2,950.00
7/10/2025	300184 MISC CUSTOMER REFUNDS	REFUND OF DEPOSIT LKFRNT PARK BANQUET HALL	500.00
7/10/2025	300185 MISC CUSTOMER REFUNDS	REFUND OF DEPOSIT LKFRNT PARK MARINA NORTH	500.00
7/10/2025	300191 GENUINE PARTS COMPANY	APRIL 2025 FLEET PARTS AND PERSONNEL EXPENSE APRIL 2025 FLEET PARTS AND PERSONNEL EXPENSE APRIL 2025 FLEET PARTS AND PERSONNEL EXPENSE APRIL 2025 FLEET PARTS AND PERSONNEL EXPENSE APRIL 2025 FLEET PARTS AND PERSONNEL EXPENSE MAY 2025 FLEET PARTS AND PERSONNEL EXPENSE APRIL 2025 FLEET PARTS AND PERSONNEL EXPENSE APRIL 2025 FLEET PARTS AND PERSONNEL EXPENSE APRIL 2025 FLEET PARTS AND PERSONNEL EXPENSE APRIL 2025 FLEET PARTS AND PERSONNEL EXPENSE APRIL 2025 FLEET PARTS AND PERSONNEL EXPENSE MAY 2025 FLEET PARTS AND PERSONNEL EXPENSE APRIL 2025 FLEET PARTS AND PERSONNEL EXPENSE	423,401.76

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		APRIL 2025 FLEET PARTS AND PERSONNEL EXPENSE	
		MAY 2025 FLEET PARTS AND PERSONNEL EXPENSE	
		MAY 2025 FLEET PARTS AND PERSONNEL EXPENSE	
7/10/2025	300192 GEOGRAPHIC INFORMATION SERVICES,INC	STAFF GEOSPA PM	340.62
7/10/2025	300193 MISC CUSTOMER REFUNDS	REFUND OF DEPOSIT LKFRNT PARK BANQUET HALL	200.00
7/10/2025	300194 IMAGETREND, LLC	ELITE VIRTUAL PREPLANS 5/10/25-5/9/26	3,756.00
7/10/2025	300195 INTERIOR CONTRACT SERVICES,INC.		11,023.90
	PS2002 FIRE STATION UPGRADES	FUNITURE FOR FS#31	
	PS2105 FIRE TRAINING FACILITY	FURNITURE FOR 3335 CORD	
	PS2105 FIRE TRAINING FACILITY	FURNITURE FOR 3335 CORD	
7/10/2025	300196 MISC CUSTOMER REFUNDS	RESERVATION CANCEL AQUATICS PAVILION	170.78
		RESERVATION CANCEL AQUATICS PAVILION	
7/10/2025	300197 KONICA MINOLTA BUSINESS SOLUTIONS	COPIER LEASE 5/1-31/25 CODE ENFORCEMENT	114.82
7/10/2025	300198 MISC CUSTOMER REFUNDS	REFUND OF DEPOSIT CANNERY PARK BUILDING	200.00
7/10/2025	300199 MARYEMMA BACHELDER	M.BACHELDER CERTIFIED COMMUNICATOR T25163 101	242.02
7/10/2025	300200 MASCHMEYER CONCRETE CO. OF FLORIDA	READY MIX CONCRETE	1,776.50
		READY MIX CONCRETE	
7/10/2025	300201 MEDCOM BENEFIT SOLUTIONS	JUNE 2025 FSA ADMIN FEE 69 @ \$3.75	258.75

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6/28/2025 to 7/31/2025

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
7/10/2025	300202 MIKE BIERFREUND LLC		19,250.00
	PS2409 FIRE HEADQUARTERS RENOV	REMOVE EXISTING FLOORING	
	PS2409 FIRE HEADQUARTERS RENOV	REMOVAL OF EXISITING FLOORING&PREP FOR SEALER	
7/10/2025	300203 MISSION CRITICAL SYSTEMS, LLC		5,400.00
		SERV 2/18/25-4/30/25	
7/10/2025	300204 MISC CUSTOMER REFUNDS		200.00
		REFUND OF DEPOSIT CANNERY PARK BUILDING	
7/10/2025	300205 POLICE AND FIREMANS INSURANCE ASSOC		2,619.36
		JUNE 2025 INSURANCE (FIRE : 905581)	
		JUNE 2025 INSURANCE (POLICE : 911370)	
7/10/2025	300206 PREFERRED MATERIALS, INC.		185.84
		ASPHALT SP 9.5MM RAP	
		ASPHALT SP 9.5MM RAP	
7/10/2025	300207 RICHARD HENKEL		40.47
		RE-ISSUED CK# 299875 R.HENKEL CLASS C 103	
7/10/2025	300208 RINGCENTRAL, INC		9,189.17
		PAYMENT ON INVOICE CD_001157973	
7/10/2025	300209 R2 UNIFIED TECHNOLOGIES, LLC		496.10
		MICROSOFT AZURE USAGE MAY25	
7/10/2025	300210 SD DATA CENTER		1,190.00
		COLOCATION-NETWORK & CONNECTIVITY	
		COLLOCATION CABINET&	
7/10/2025	300211 MISC CUSTOMER REFUNDS		91.85
		RESERVATION CANCEL AQUATICS PAVILION	
		RESERVATION CANCEL AQUATICS PAVILION	
7/10/2025	300212 SHEPARD,SMITH,HAND & BRACKINS, P.A.		865.36
		LEGAL SERVICE SHIPPING 06/12/25 - 6/27/25	
		LEGAL SERVICE 06/12/25 - 6/27/25	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
7/10/2025	300213 SHI INTERNATIONAL CORP	CISCO SMART NET 6/3/25 - 6/3/26 BEST IN CLASS LEVEL 1	8,344.01
7/10/2025	300214 SKANSKA USA BUILDING INC. PS2401 PUBLIC SAFETY COMPLEX-PH1	SERVICE THRU 06/30/25 PUBLIC SAFETY PROJECT	1,726.80
7/10/2025	300215 THE UNIVERSITY OF CENTRAL FLORIDA	SBDC CITY OF ST CLOUD AWARD 7/1/25-9/31/25 3-4	5,000.00
7/10/2025	300216 TIMECLOCK PLUS, LLC	RENEWAL FOR LICENSE 5/1/25 - 5/1/26	8,658.00
7/10/2025	300219 TOHOPEKALIGA WATER AUTHORITY	CITY UTILITY BILLS JUNE25 CITY UTILITY BILLS JUNE25	49,215.03

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		CITY UTILITY BILLS JUNE25	
		CITY UTILITY BILLS JUNE25	
		CITY UTILITY BILLS JUNE25	
		CITY UTILITY BILLS JUNE25	
		CITY UTILITY BILLS JUNE25	
7/10/2025	300220 TOHOPEKALIGA WATER AUTHORITY		31,500.00
		BILLING ANC COLLECTION SERVICES FOR JULY 2025	
		BILLING ANC COLLECTION SERVICES FOR JULY 2025	
7/10/2025	300221 VANASSE HANGEN BRUSTLIN, INC		11,000.00
		PLANNING & LANDSCAPING SRVCS 3/16/25-7/7/25	
7/10/2025	300222 ZAMBELLI FIREWORKS MANUFACTURING CO		23,000.00
	PRE007 4TH OF JULY CELEBRATION	50% FINAL PYMNT FIREWORKS 4TH OF JULY SHOW 2025	
7/17/2025	300225 ADVENTHEALTH CENTRA CARE (ADVENTIST		2,447.00
		ANNUAL PHYSICAL EXAMS FIRE	
		ANNUAL PHYSICAL EXAMS FIRE	
7/17/2025	300226 ALABAMA CHILD SUPPORT PAYMENT		23.08
		PAYROLL SUMMARY	
7/17/2025	300227 APEX SECURITY & CONVENTION SERVICES		4,290.00
	PRE007 4TH OF JULY CELEBRATION	PRIVATE SECURITY SERVICES	
7/17/2025	300228 AYRES ASSOCIATES, INC.		11,662.50
		CONSULTING SERV THRU JUNE 7,2025	
7/17/2025	300229 BRINC DRONES, INC.		74,997.00
	GR2503 FDLE DRONE REPLACEMENT	PD DRONES	
		POLICE DRONES	
7/17/2025	300230 BUBBLE BUS ORLANDO		1,250.00
	PRE002 SUMMER CAMP	BUBBLE BUS ACTIVATION	
7/17/2025	300231 BULK EXPRESS TRANSPORT, LLC		8,114.76
		SUPPLEMENTAL HAULING	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
7/17/2025	300232 CENTRAL FLORIDA GAS	GAS FOR POOL HEATER 4/16/25-5/15/25	1,014.59
7/17/2025	300233 CHAPCO FENCE, LLC	FS#32 CANTILEVER GATE REISSUE EFT 21591	5,950.00
7/17/2025	300234 CHRIS ROBERTSON	C.ROBERTSON IEMO I T25228 102	363.01
7/17/2025	300235 CLAUDIA MEJIA	SAFETY TOE WORK SHOE	76.33
7/17/2025	300236 CREATIVE PRINTING SERVICES, INC PRE007 4TH OF JULY CELEBRATION	YARD SIGNS & BANNERS REISSUE CHECK 300098	1,321.57
7/17/2025	300237 DANIEL BAUMAN	ELECTRICAL PLAN EXAMINER E3 ONLINE GUIDE	79.00
7/17/2025	300238 DAVID FINENCO	D.FINENCO FASRO/ADVANCED SRO CLASS T25153 102	64.90
7/17/2025	300239 DEBORAH CARSON	D.CARSON INFORCOMM 25 T25252 MILE/PARK/TOLL 103	41.47
7/17/2025	300240 DENISE ROBERTS	D.ROBERTS FBI RE-TRAINER CONFERENCE T25165 102	53.10
7/17/2025	300241 DOBB'S EQUIPMENT, LLC	UNIT 24-73 RO# 64485-1 MAINTENANCE YR 3 OF 5YRS	22,995.50
7/17/2025	300242 EAU GALLIE ELECTRIC, INC.	FS #33 ANNUAL SERVICE FS#33 THERMOSTAT REPAIR PD BREAKER REPAIR COMMUNITY CENTER SERVICE FS#33 ALARM REPAIR FS#33 HI TEMP ALARM	4,604.57

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		CITY HALL ANNUAL SERVICE FS#31 ANNUAL SERVICE	
7/17/2025	300243 EBIX INC.		833.33
		SERV 6/1-30/25 ACTUAL ACCOUNTS 220	
7/17/2025	300244 EVERNORTH DIRECT HEALTH, LLC		53,984.47
		STC EMPLY HEALTH CLINIC 5/31/25 STC EMPLY HEALTH CLINIC 5/31/25 CREDIT PO 084593	
7/17/2025	300245 FOSTER & FREEMAN USA INC.		18,700.78
		BLUE LITE LASER KITS POLICE DEPT	
7/17/2025	300246 IMPACT DATASOURCE, LLC		9,500.00
		ECONOMIC & FISCAL IMPACT ANALYSES	
7/17/2025	300247 JAY M. BEMILLER		52.65
		J.BEMILLER INFORCOMM 25 T25251 MILES/PARKING 103	
7/17/2025	300248 KONICA MINOLTA BUSINESS SOLUTIONS		380.08
		COPIER LEASE 5/1-31/25 AQUATICS DECKHOUSE BLDG COPIER LEASE 5/1-31/25 COMMUNITY CENTER	
7/17/2025	300249 LIN BADMAN-PATON		81.00
		L.BADMAN-PATON PLECET T25127 102	
7/17/2025	300250 MARCUS DODD		104.00
		M.DODD ADVANCED IP HOTEL/ BUILD KIT T25133 102	
7/17/2025	300251 MARISOL DELAROSA		194.59
		M.DELAROSA INTERNAL INVESTIGATIONS T25115 102 M.DELAROSA WELLNESS TOUR T25248 101	
7/17/2025	300252 MEDLINE INDUSTRIES, LP		1,165.05
		FIRE MEDICAL SUPPLIES CREDIT PO 084814 FIRE MEDICAL SUPPLIES CREDIT PO 084814 FIRE MEDICAL SUPPLIES CREDIT PO 084814 FIRE MEDICAL SUPPLIES CREDIT PO 084814 FIRE MEDICAL SUPPLIES	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		FIRE MEDICAL SUPPLIES	
		FIRE MEDICAL SUPPLIES	
		FIRE MEDICAL SUPPLIES	
7/17/2025	300253 PASSPORT LABS, INC.		287.58
		TRANSACTION MERCHANT MOBILE PAY FEES JUNE25	
7/17/2025	300254 POINT AND PAY, LLC.		32.50
		MAY 2025 INVOICE 65 ECHECKS	
7/17/2025	300255 PRECIOUSLEE MALDONADO		64.90
		P.MALDONADO FASRO/ADVANCE SRO CLASS T25154 102	
7/17/2025	300256 QUEST CORPORATION OF AMERICA, INC.		962.50
		MARKETING & OUTREACH SERV 5/31/25 - 6/27/25	
7/17/2025	300257 REHRIG PACIFIC COMPANY		39,250.00
		EG GARBAGE ROC BURGUNDY	
		EG GARBAGE ROC BURGUNDY FREIGHT	
7/17/2025	300258 ROBERT PAGAN		64.90
		R.PAGAN FASRO/ADVANCED SRO CLASS T25155 102	
7/17/2025	300259 ROTOLO CONSULTANTS, INC.		14,075.76
		MOWING MULTIPLE LOCATIONS MAY25	
		MOWING MULTIPLE LOCATIONS APRIL25	
7/17/2025	300260 SCOTT O'NEIL		64.90
		S.ONEIL FASRO/ADVANCED SRO CLASS T25156 102	
7/17/2025	300261 SEMCO ELECTRIC COMPANY		1,950.00
		INSTALL OUTLETS AT BASEBAKK CONCESSIONS	
7/17/2025	300262 SHI INTERNATIONAL CORP		4,976.14
		CISCO CATALYST	
7/17/2025	300263 THE GRAPHICS SIGNS & IDENTITIES GRO		8,774.00
	PS2105 FIRE TRAINING FACILITY	SIGN FOR FIRE TRAINING BLDG	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
	PS2002 FIRE STATION UPGRADES	SIGN FOR FS#31	
7/17/2025	300264 TOHOPEKALIGA WATER AUTHORITY	BRINKS REFUND FOR OVERPAYMENTS OF INVOICES	596.19
7/17/2025	300265 VALLEY DISTRICT OFFICE	PAYROLL SUMMARY	30.00
7/17/2025	300266 WE DARE TO CARE INC.	PAYROLL SUMMARY	56.00
7/17/2025	300267 ZULEYKA ALVARADO	Z.ALVARADO WELLNESS TOUR T25247 101	153.29
7/24/2025	300289 MISC CUSTOMER REFUNDS	REFUND OF DEPOSIT CANNERY PARK BUILDING	250.00
7/24/2025	300290 ARDAMAN & ASSOCIATES, INC.	SERVCS THRU JULY 11,2025 GEO ENGINEERING SERVICES ASBESTOS SURVEY SERVICE THRU 7/11/25	6,466.96
7/24/2025	300291 MISC CUSTOMER REFUNDS	REFUND OF DEPOSIT COMM CENTER MAGNOLIA ROOM	500.00
7/24/2025	300292 CHAPCO FENCE, LLC	BACKSTOP REPAIRS AND REPLACEMENTS	6,913.06
7/24/2025	300293 D&A WINDOW CLEANING SERVICES, INC.	PRESSURE CLEANING SEAWALL FOR 4TH OF JULY	2,985.00
7/24/2025	300294 DAVID MORGAN	DAVID MORGAN, IMSA SIGNS & PAVEMENT, T25249, 101	118.00
7/24/2025	300295 EMERGENCY MEDICAL SERVICES	ALS LICENSE RENEWAL AND VEHICLE PERMITS	1,875.00
7/24/2025	300296 MISC CUSTOMER REFUNDS	REFUND OF DEPOSIT COMM CENTER CYPRESS ROOM	500.00

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
7/24/2025	300297 EVERNORTH DIRECT HEALTH, LLC	STC EMPLOYEE CLINIC 6/30/25	54,700.49
7/24/2025	300298 IHEARTMEDIA & ENTERTAINMENT INC.		4,988.00
	PRE007 4TH OF JULY CELEBRATION	RADIO ADVERTISEMENT	
	PRE007 4TH OF JULY CELEBRATION	RADIO ADVERTISING	
7/24/2025	300299 JUSTIFACTS CREDENTIAL VERIFICATION	EMPLOYEE BACKGROUND CHECK	210.55
7/24/2025	300300 KANGAROO COURIERS	COURIER SERVICES JUN25	152.00
7/24/2025	300301 MISC CUSTOMER REFUNDS	REFUND OF DEPOSIT CANNERY PARK BUILDING	200.00
7/24/2025	300302 MARIA A. MEADE	ESOL CLASS REIMBURSEMENT MARIA MEADE	70.00
7/24/2025	300303 MICHAEL CAPRANICA	MICHAEL CAPRANICA, 2025 EXEC DEV CONF,T25196 101	158.43
7/24/2025	300304 MISC CUSTOMER REFUNDS	RESERVATION CANCELLATION TERRELL POINT RESERVATION CANCELLATION TERRELL POINT	78.50
7/24/2025	300305 MISC CUSTOMER REFUNDS	ACCOUNT # 656990444 DOS:02/12/2023 P. FORERO	25.00
7/24/2025	300306 POOL SUPPLY UNLIMITED	INGROUND COMMERCIAL ROBOTIC POOL CLEANER	5,354.00
7/24/2025	300307 PREFERRED MATERIALS, INC.	ASPHALT SP 9.5MM RAP ASPHALT SP 9.5MM RAP	442.32
7/24/2025	300308 MISC CUSTOMER REFUNDS		122.55

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		CLOSING ESCROW ACCOUNT DUE TO INACTIVITY	
7/24/2025	300309 ROTOLO CONSULTANTS, INC.		14,075.76
		MOWING MULTIPLE LOCATIONS JUN25	
7/24/2025	300310 R2 UNIFIED TECHNOLOGIES, LLC		497.99
		MICROSOFT AZURE USAGE APR25	
7/24/2025	300311 MISC CUSTOMER REFUNDS		500.00
		RE-ISSUED CK#299978 RFND DEPOSIT LF PARK	
7/24/2025	300312 SKANSKA USA BUILDING INC.		25,267.96
	PS2103 FIRE STATION 35 NEW BUILD	SERVICES THRU 06/30/25 FS#35	
	PS2104 FIRE STATION 32 REBUILD	SERVICES THRU 06/30/25 FS#32	
	PS2104 FIRE STATION 32 REBUILD	SERVICES THRU 06/30/25 FS#32	
	PR2106 17TH STREET BALLFIELDS	SERVICES THRU JUN25 17TH ST TBALL IMPROVEMENT	
7/24/2025	300313 MISC CUSTOMER REFUNDS		500.00
		REFUND OF DEPOSIT LKFRNT PARK BANQUET HALL	
7/24/2025	300314 STEPHANIE RAMIREZ		92.19
		STEPHANIE RAMIREZ, FL PIO DEPLOYMENT, T25254, 103	
7/24/2025	300315 SUNRISE CUSTOM BLINDS, LLC		6,171.41
		PLANTATION SHUTTERS	
7/24/2025	300316 TETRA TECH, INC.		2,444.40
		PROFESSIONAL SERVICE 33 TRAFFIC SIGNAL 6/27/25	
		ROFESSIONAL SERVICE 33 TRAFFIC SIGNAL 12/27/24	
		PROFESSIONAL SERVICE 33 TRAFFIC SIGNAL 11/22/24	
7/24/2025	300317 THE BANCORP BANK N.A.		1,205.00
		LEASE 2024 JEEP LAREDO 7/1/25 - 7/31/25	
7/24/2025	300318 VANASSE HANGEN BRUSTLIN, INC		7,880.00
		PLANNING & LANDSCAPING SRVCS 6/8/25 - 7/5/25	
		PLANNING & LANDSCAPING SRVCS 6/8/25 - 7/5/25	

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6/28/2025 to 7/31/2025

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
7/31/2025	300321 ADVANCED ROOFING, INC.	ST CLOUD CIVIC CENTER FINAL PYMNT INV0000252466	57,822.00
7/31/2025	300322 AFLAC	JULY 2025 VOLUNTARY AFLAC ACT#0RP71 EIN#82-2723296	5,301.45
7/31/2025	300323 ALABAMA CHILD SUPPORT PAYMENT	PAYROLL SUMMARY	23.08
7/31/2025	300324 APEX AIR CONDITIONING AND	VRF INSTALLATION & MODIFY A/C DUCT WORK CITY HALL 1/2 CREDIT CARD FEE A/C DUCT WORK PO 084881 PERMIT FEE A/C DUCT WORK CITY HALL PO 084881	17,777.06
7/31/2025	300325 APPLIED AQUATIC MANAGEMENT, INC.	AQUATIC PLANT MANAGEMENT 6/10,6/11,6/23,6/24/2025	1,852.55
7/31/2025	300326 BR CONCRETE, INC. SW2502 CLAY DRIVE DRAINAGE IMPR	CONCRETE APRONS CLAY DR	12,992.00
7/31/2025	300327 CHELIZ PENA	PAINT PLANT PAVE PROGRAM GRANT #2025-002PPP	2,000.00
7/31/2025	300328 DALTON STUDIO	SERVICES 5/1/25-6/30/25 HISTORIC PRESERVATION	5,650.00
7/31/2025	300329 MISC CUSTOMER REFUNDS	REFUND OF DEPOSIT LKFRNT PARK BANQUET HALL	500.00
7/31/2025	300330 MISC CUSTOMER REFUNDS	REFUND OF DEPOSIT LKFRNT PARK BANQUET HALL	500.00
7/31/2025	300331 FIVE9, INC.	SERVICES 7/27/25-8/26/25	1,345.00
7/31/2025	300333 GENUINE PARTS COMPANY	JUNE 2025 FLEET PARTS & PERSONNEL EXPENSE JUNE 2025 FLEET PARTS & PERSONNEL EXPENSE	125,966.98

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		JUNE 2025 FLEET PARTS & PERSONNEL EXPENSE	
		JUNE 2025 FLEET PARTS & PERSONNEL EXPENSE	
		JUNE 2025 FLEET PARTS & PERSONNEL EXPENSE	
		JUNE 2025 FLEET PARTS & PERSONNEL EXPENSE	
		JUNE 2025 FLEET PARTS & PERSONNEL EXPENSE	
		JUNE 2025 FLEET PARTS & PERSONNEL EXPENSE	
		JUNE 2025 FLEET PARTS & PERSONNEL EXPENSE	
		JUNE 2025 FLEET PARTS & PERSONNEL EXPENSE	
		JUNE 2025 FLEET PARTS & PERSONNEL EXPENSE	
		JUNE 2025 FLEET PARTS & PERSONNEL EXPENSE	
		JUNE 2025 FLEET PARTS & PERSONNEL EXPENSE	
		JUNE 2025 FLEET PARTS & PERSONNEL EXPENSE	
		JUNE 2025 FLEET PARTS & PERSONNEL EXPENSE	
		JUNE 2025 FLEET PARTS & PERSONNEL EXPENSE	
		JUNE 2025 FLEET PARTS & PERSONNEL EXPENSE	
7/31/2025	300334 GOVERNMENT FINANCE OFFICERS ASSOC.	PLANNING ADVISORY SERVICE	25,000.00
7/31/2025	300335 MISC CUSTOMER REFUNDS	REFUND OF DEPOSIT COMM CENTER MAGNOLIA ROOM	500.00
7/31/2025	300336 KONICA MINOLTA BUSINESS SOLUTIONS	COPIER LEASE 6/1-30/25 FINANCE	2,247.52
		COPIER LEASE 2/28/25 COMMUNITY DEVELOPMENT	
		COPIER LEASE 5/1-31/25 CANNERY PARK	
		COPIER LEASE 5/1-31/25 CIVIC CENTER	
		COPIER LEASE 4/1-30/25 CODE ENFORCEMENT	
		COPIER LEASE 3/1-31/25 COMMUNITY DEVELOPMENT	
7/31/2025	300337 LIBERTY NATIONAL LIFE INSURANCE CO	LIBERTY NATIONAL COVERAGE JULY 2025	1,086.01
7/31/2025	300338 MISC CUSTOMER REFUNDS	REFUND OF DEPOSIT CANNERY PARK BUILDING	250.00
7/31/2025	300339 MEDCOM BENEFIT SOLUTIONS	JULY 2025 FSA ADMIN FEE 69 @ \$3.75	258.75

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
7/31/2025	300340 MIKE BIERFREUND LLC PS2409 FIRE HEADQUARTERS RENOV	POLYASPARTIC SEALER FURNISHED AND INSTALLED	20,708.00
7/31/2025	300341 MISC CUSTOMER REFUNDS	REFUND OF DEPOSIT LKFRNT PARK BANQUET HALL	500.00
7/31/2025	300342 POINT AND PAY, LLC.	JUNE 2025 INVOICE 40 ECHECKS	20.00
7/31/2025	300343 POLICE AND FIREMANS INSURANCE ASSOC	G#911370 INSURANCE JULY 2025 (FIRE) G#911370 INSURANCE JULY 2025 (POLICE)	2,851.69
7/31/2025	300344 PREFERRED MATERIALS, INC.	ASPHALT SP 9.5MM RAP ASPHALT SP 9.5MM RAP ASPHALT SP 9.5MM RAP	561.08
7/31/2025	300345 PUBLIC SAFETY TRAINING AND	FIRE OFFICER DEVELOPMENT PROGRAM WEEK 1	10,000.00
7/31/2025	300346 QUADIENT, INC.	EQUIPMENT STATION AND TABLE TOP	11,506.96
7/31/2025	300347 QUEST CORPORATION OF AMERICA, INC.	ANNEXATION OUTREACH 3/1/25 - 3/28/25 ANNEXATION OUTREACH 12/28/24 - 1/31/25	4,803.14
7/31/2025	300348 SANDOVAL CUSTOM CREATIONS, INC.	ANCORA CAMERAS	22,500.00
7/31/2025	300349 MISC CUSTOMER REFUNDS	REFUND OF DEPOSIT COMM CENTER CYPRESS ROOM REFUND OF TAXES COMM CENTER CYPRESS ROOM REFUND OF FEES COMM CENTER CYPRESS ROOM	1,012.33
7/31/2025	300350 VALLEY DISTRICT OFFICE	PAYROLL SUMMARY	30.00

City of St. Cloud

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
7/31/2025	300351 VEYTEC, INC.	DOOR CONTROLLER,BATTERY, CARD READER & CAMERA 5 YEAR DOOR LICENSE 5/16/25 - 5/15/30	5,471.32
7/31/2025	300352 VIRTRA, INC.	3RD YEAR ANNUAL SRVC PLAN 1/1/25-12/31/25 PO084691 3RD YEAR ANNUAL SRVC PLAN 1/1/25-12/31/25 PO084691 3RD YEAR ANNUAL SRVC PLAN 1/1/25 - 12/31/25	23,500.00
7/31/2025	300353 WE DARE TO CARE INC.	PAYROLL SUMMARY	56.00
7/31/2025	300354 WESCO TURF, INC.	SPRING GOVERNOR	21.04
7/31/2025	300355 WILLIAMS SCOTSMAN, INC.	MOBILE OFFICE 7/14/25 - 8/13/25	185.06
7/3/2025	7007742 FLORIDA LOCAL GOVERNMENT FINANCE	FLGFC COMMERCIAL LOAN DRAW A-1-1 JULY2025 FLGFC COMMERCIAL LOAN DRAW A-1-1 JULY2025 FLGFC COMMERCIAL LOAN DRAW A-1-1 JULY2025 FLGFC COMMERCIAL LOAN DRAW A-1-1 JULY2025 FLGFC COMMERCIAL LOAN DRAW A-1-1 JULY2025	57,957.81
7/3/2025	7007743 FLORIDA DEPARTMENT OF REVENUE	SPEEDING CITATION FEES DUE TO FDOR (06/27/2025)	6,141.00
7/4/2025	7007744 INTERNAL REVENUE SERVICE	PAYROLL SUMMARY ROUNDING OFF PAYROLL SUMMARY PAYROLL SUMMARY PAYROLL SUMMARY	397,411.36
7/4/2025	7007745 FLSDU	PAYROLL SUMMARY PROCESSING FEE PAYROLL SUMMARY	5,197.24

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6/28/2025 to 7/31/2025

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
7/10/2025	7007746 FLORIDA DEPARTMENT OF REVENUE	SPEEDING CITATION FEES DUE TO FDOR (07/04/2025)	3,887.00
7/10/2025	7007747 FLORIDA DEPARTMENT OF REVENUE	RENTAL & MISC SALES & USE TAX RETURN JUN25 RENTAL & MISC SALES & USE TAX RETURN JUN25 RENTAL & MISC SALES & USE TAX RETURN JUN25	1,489.06
7/10/2025	7007748 DEPARTMENT OF COMMUNITY AFFAIRS	3RD QTR SURCHARGE FY25 04012025 - 06302025 DCA 3RD QTR SURCHARGE FY25 04012025 - 06302025 DCA	9,123.09
7/10/2025	7007749 DEPARTMENT OF BUSINESS AND	3RD QTR SURCHARGE FY25 04012025 - 06302025 DBPR 3RD QTR SURCHARGE FY25 04012025 - 06302025 DBPR	12,655.71
7/17/2025	7007750 CIGNA HEALTH AND LIFE INSURANCE CO	AUTOMATIC CIGNA MONTHLY BANKING 06/1/25-06/30/25 AUTOMATIC CIGNA MONTHLY BANKING 06/1/25-06/30/25	600,656.25
7/17/2025	7007751 SUNTRUST BANKCARD NA	TO PAY P-CARD CHARGES FOR PERIOD 05/28/25-06/27/25 TO PAY P-CARD CHARGES FOR PERIOD 05/28/25-06/27/25 TO PAY P-CARD CHARGES FOR PERIOD 05/28/25-06/27/25 TO PAY P-CARD CHARGES FOR PERIOD 05/28/25-06/27/25 TO PAY P-CARD CHARGES FOR PERIOD 05/28/25-06/27/25 TO PAY P-CARD CHARGES FOR PERIOD 05/28/25-06/27/25 TO PAY P-CARD CHARGES FOR PERIOD 05/28/25-06/27/25 TO PAY P-CARD CHARGES FOR PERIOD 05/28/25-06/27/25 TO PAY P-CARD CHARGES FOR PERIOD 05/28/25-06/27/25 TO PAY P-CARD CHARGES FOR PERIOD 05/28/25-06/27/25 TO PAY P-CARD CHARGES FOR PERIOD 05/28/25-06/27/25	432,063.25
7/17/2025	7007752 GLOBAL PAYMENTS DIRECT, INC.	MERCH SERV JUN25 wt 7007752	5,861.55
7/17/2025	7007753 VERMONT SYSTEMS, INC.	PAYTRAC RETAIL JUN25 WT 7007753	1,714.00

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6/28/2025 to 7/31/2025

Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		PAYTRAC RETAIL JUN25 WT 7007753	
		PAYTRAC RETAIL JUN25 WT 7007753	
		PAYTRAC RETAIL JUN25 WT 7007753	
		PAYTRAC RETAIL JUN25 WT 7007753	
7/17/2025	7007754 VERMONT SYSTEMS, INC.		566.54
		PAYTRAC WEB JUN25 WT 7007754	
		PAYTRAC WEB JUN25 WT 7007754	
		PAYTRAC WEB JUN25 WT 7007754	
		PAYTRAC WEB JUN25 WT 7007754	
		PAYTRAC WEB JUN25 WT 7007754	
7/17/2025	7007755 AMERICAN EXPRESS TRAVEL RELATED		2.82
		JUN25 FINGERPRINT WT 7007755	
		JUN25 POLICE DEPT WT 7007755	
7/17/2025	7007756 AUTOMATED MERCHANT SYSTEMS, INC.		34.53
		FINGERPRINT JUN25 WT 7007756	
7/17/2025	7007757 AUTOMATED MERCHANT SYSTEMS, INC.		78.07
		POLICE DEPT JUN25 WT 7007757	
7/17/2025	7007758 AUTOMATED MERCHANT SYSTEMS, INC.		429.09
		MERCH SERV JUN25 WT 7007758	
7/17/2025	7007759 FLORIDA DEPARTMENT OF REVENUE		2,829.00
		SPEEDING CITATION FEES DUE TO FDOR (07/11/2025)	
7/18/2025	7007760 INTERNAL REVENUE SERVICE		465,596.06
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
		PAYROLL SUMMARY	
7/18/2025	7007761 FLSDU		5,197.24
		PAYROLL SUMMARY	
		PAYROLL SUMMARY PROCESSING FEE	
7/17/2025	7007762 FLORIDA DEPT OF ENVIRONMENTAL		9,288.95
		7/15 P&I PYMT ON LOAN 68616P-38	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		7/15 P&I PYMT ON LOAN 68616P-38	
		7/15 P&I PYMT ON LOAN 68616P-38	
		7/15 P&I PYMT ON LOAN 68616P-38	
7/17/2025	7007763 FLORIDA DEPT OF ENVIRONMENTAL		55,518.46
		7/15 P&I PYMT ON LOAN 68618L-38	
		7/15 P&I PYMT ON LOAN 68618L-38	
		7/15 P&I PYMT ON LOAN 68618L-38	
		7/15 P&I PYMT ON LOAN 68618L-38	
7/24/2025	7007764 UNITED STATES POSTAL SERVICE		9,000.00
		REPLENISH POSTAGE METER 07/22/2025	
7/24/2025	7007765 FLORIDA DEPARTMENT OF REVENUE		736.00
		SPEEDING CITATION FEES DUE TO FDOR (07/18/2025)	
7/24/2025	7007766 DEBEAUBIEN, KNIGHT, SIMMONS		119,714.50
	ST2504 RUMMELL ROAD PROPERTIES	PURCHASE OF 0 MISSISSIPPI	
7/31/2025	7007767 FLORIDA DEPARTMENT OF REVENUE		575.00
		SCHOOL SPEEDING FEES DUE TO FDOR (07/25/2025)	
7/31/2025	7007768 UNITED STATES POSTAL SERVICE		6,000.00
		REPLENISH POSTAGE METER 07/30/2025	
7/9/2025	9105719 P-CARD TRAVEL - HOTEL		-67.42
		CR APPLD 64805 RFND TAXES ON HOTEL ROBINSON T25123	
7/10/2025	9105720 A-LINE FIRE & SAFETY, INC.		1,191.00
		FIRE EXTINGUISHER MAINT, HYDRO TEST, BRACKET	
		ANNUAL MAINT FIRE EXTINGUISHER- CANNERY PARK	
7/10/2025	9105721 ACCESSIBILITY PARTNERS, LLC		726.90
		REVIEW & REMEDIATON ADA ACFR FINAL FY24	
7/10/2025	9105722 AIR SCIENCE USA, LLC		3,558.00
		FILTERING HEAD, ENCLOSURE CARBON FILTERS, SHIPPING	
		FILTERING HEAD, ENCLOSURE CARBON FILTERS, SHIPPING	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
7/10/2025	9105723 ALL AMERICAN AUTO BODY	REPAIRS-UNIT 12-343 RO 64575-1 DOOR/ROOF REPAIRS - UNIT 12-262 RO# 64477-3 REAR DOOR SHELL,MOULDING- UNIT#12-327 RO#64616-1 BED ASSEMBLY, COVER- UNIT#12-327 RO#64616-1	5,601.09
7/10/2025	9105724 ALRO METALS SERVICE CENTER CORP.	ANGLE UNIT# 20-20, RO# 64064-2 ALUM KEY STOCK-WELDSHOP	967.92
7/10/2025	9105725 AMERICAN PLANNING ASSOCIATION	AICP, APA MEMBERSHIP RENEWAL-V. MILLER REG- L.TOMAINO T25240 REG.- S.ROBINSON T25123 APA-AICP MEMBERSHIP L.TOMAINO T25240	2,496.00
7/10/2025	9105726 AMERICAN PORTABLE AIR OF ORLANDO	A/C PORTABLE UNITS A/C RENTALS- CITY HALL IT DEPT	4,850.00
7/10/2025	9105727 CARROT TOP INDUSTRIES	POLE, SPEAR, FLOOR STAND, TASSEL, EAGLE, SHIPPING POLE, SPEAR, FLOOR STAND, TASSEL, EAGLE, SHIPPING FL FLAG, US FLAG, SHIPPING FL FLAG, US FLAG, SHIPPING	3,628.82
7/10/2025	9105728 CELLEBRITE, INC.	CCO,CCP RECERTIFICATION ONLINE - E. MCKINNON CCO & CCPA RECERT SELF- PACED ROBBIE RIVERA	660.00
7/10/2025	9105729 CHAPCO FENCE, LLC	GATE OPERATOR REPAIR-FS32	1,870.00
7/10/2025	9105730 CITY ELECTRIC SUPPLY COMPANY	DEPOSIT FOR GOODS-CITY HALL LIGHTS U-BEND COLOR/WATTAGE-CITY HALL LIGHTS	841.92
7/10/2025	9105731 COMPASS PEST CONTROL		1,671.58

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		PEST-JUNE 2025 BANQUET/ CRABBY BILLS 2950 LKSHRE	
		PEST-JUNE 2025 CLOCK TOWER 923 NEW YORK AVE	
		PEST-JUNE 2025 FIRE TRAIN BLDG 2901 17TH ST	
		PEST-JUNE 2025 CITY HALL BLDG B 1300 9TH ST	
		PEST-JUNE 2025 WELCOME CENTER 2100 PEGHORN WAY	
		PEST-JUNE 2025 WOMENS CLUB 1014 MASSACHUSETTS	
		PEST-JUNE 2025 LAWN/MAINT BLDG 2500 PEGHORN	
		PEST-JUNE 2025 SHUFFLE BOARD CLUB 701 OHIO AVE	
		PEST-JUNE 2025 OEC/SCADA BLDG 924 MISSOURI AVE	
		PEST-JUNE 2025 3101 A PROGRESS LANE BLVD	
		PEST-JUNE 2025 BASEBALL CONCESSION CIVIC CENTER	
		PEST-JUNE 2025 JOINT USE COMMUNICATIONS BLVD	
		PEST-JUNE 2025 STORAGE BLDG/BASEBALL FIELD	
		PEST-JUNE 2025 LEARNING CENTER 2100 PEGHORN WAY	
		PEST-JUNE 2025 HOPKINS PARK 620 17TH ST	
		PEST-JUNE 2025 FS# 33 3369 CORD AVE	
		PEST-JUNE 2025 VETERANS LIBRARY 1012 MASSACHUSETT	
		PEST-JUNE 2025 SENIOR BLDG 702 INDIANA AVE	
		PEST-JUNE 2025 GYMNASIUM 3001 17TH ST	
		PEST-JUNE 2025 MEDICAL CLINIC 2950 LAKESHORE	
		PEST-JUNE 2025 ICE CREAM SHOP LAKESHORE	
		PEST-JUNE 2025 PD TRAIN FACILITY CORD AVE	
		PEST-JUNE 2025 SIGN SHOP 17TH STREET	
		PEST-JUNE 2025 NEW POOL BLDG 1300 17TH ST	
		PEST-JUNE 2025 HOUSE ON STILTS 1375 S LAKE AVE	
		PEST-JUNE 2025 LANDFILL 2705 PEGHORN WAY	
		PEST-JUNE 2025 PAP RPDENT 1402 LAKESHORE DR	
		PEST-JUNE 2025 MAINT BLDG 1900 BUDINGER	
		PEST-JUNE 2025 POLICE DEP 4700 NEPTUNE RD	
		PEST-JUNE 2025 GATE 7731 HOME 5452 JONES RD	
		PEST-JUNE 2025 COMMUNITY CENTER 3101 17TH ST	
		PEST-JUNE 2025 CITY HALL BLDG A 1300 9TH ST	
		PEST-JUNE 2025 RODENTS ONLY 2800 LAKESHORE DR	
		PEST-JUNE 2025 HORSESHOE CT	
		PEST-JUNE 2025 CEMETARY OFFICE 755 E 10TH ST	
		PEST-JUNE 2025 EMPLOYEE HOME 4700 CHISHOLM PARK	
		PEST-JUNE 2025 CIVIC CNTR 3001 17TH ST	
		PEST-JUNE 2025 RED BARN 5452 JONES RD	
7/10/2025	9105732 CONCRETE MASONRY & HARDSCAPES		200.00

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		REG- J.RUIZ T25186	
7/10/2025	9105733 COX AUTOMOTIVE MOBILITY FLEET		29,335.12
		UNIT #5-122 RO #64416-1 SEATS	
		UNIT #11-33 RO #64424-1 BULBS AND FUSES	
		UNIT #12-345 RO #64417-1 COILS AND SPARK PLUGS	
		UNIT #12-431 RO #64407-1 TIRE	
		UNIT #4-114 RO #64481-1 AC ASSEMBLY	
		UNIT #12-319 RO #64476-1 TIRE	
		UNIT #5-90 RO #64545-1 HOSES AND FITTINGS	
		UNIT #12-462 RO #64466-1 PM INSPECTION	
		UNIT #23-18 RO #64520-2 ENGINE ASSEMBLY	
		UNIT #12-440 RO #64446-1 AC ASSEMBLY	
		UNIT #3-46 RO #64435-3 AXLE WORK	
		UNIT #12-431 RO #64407-1 TIRE	
		UNIT #12-451 RO #64371-1 PM INSPECTION	
		UNIT #12-246 RO #64375-2 RADIATOR	
		UNIT #5-120 RO #64245-1 SEATS	
		UNIT #14-45 RO #64370-1 WINDSHIELD WIPERS & MORE	
		UNIT #15-176 RO #64412-1 PM INSPECTION	
		UNIT #12-262 RO #64477-1 WEATHER STRIPPING	
		UNIT #4-114 RO #64481-1 AUX FAN REPAIR	
		UNIT #12-431 RO #64407-1 TIRES	
		UNIT #12-431 RO #64407-1 AC ASSEMBLY	
		DUPLICATE CHARGE FROM INV # 13601146461	
		UNIT #12-328 RO #64560-1 RADIATOR	
		UNIT #4-77 RO #64552-1 BATTERY AND CABLES	
		UNIT #4-77 RO #64539-1 PM INSPECTION	
		UNIT #12-319 RO #64476-2 BATTERY AND CABLES	
		UNIT #12-453 RO #64534-1 PM INSPECTION	
		UNIT #4-77 RO #64552-1 FILTERS AND INSPECTION	
		UNIT #23-18 RO #64520-1 PM INSPECTION	
		UNIT #12-353 RO #64499-3 HEADLAMPS	
		UNIT #3-46 RO #64435-3 AC ASSEMBLY	
		UNIT #12-345 RO #64417-1 COMPUTER DIAGNOSTIC	
		UNIT #12-416 RO #64344-1 PM INSPECTION	
		UNIT #12-466 RO #64340-1 PM INSPECTION	
		UNIT #12-416 RO #64344-1 PM INSPECTION AND AC	
		UNIT #14-45 RO #64370-1 PM INSPECTION	
		UNIT #5-60 RO #64072-1 AXLE COMPONENTS	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		UNIT #12-465 RO #64349-1 PM INSPECTION	
		UNIT #14-45 RO #64370-1 COILS AND SPARK PLUGS	
		UNIT #12-262 RO #64363-1 PM INSPECTION	
		UNIT #12-262 RO #64363-1 AC ASSEMBLY	
		UNIT #23-18 RO #64411-1 HEADLAMPS	
		UNIT #12-466 RO #64467-1 TIRE	
		UNIT #18-171 RO #64413-1 TIRE	
		UNIT #12-352 RO #64292-2 SEATS	
		UNIT #3-46 RO #64435-2 AC ASSEMBLY	
		UNIT #12-386 RO #64488-1 PM INSPECTION	
		UNIT #4-114 RO #64481-1 AC ASSEMBLY	
		UNIT #12-353 RO #64499-1 PM INSPECTION	
		UNIT #12-386 RO #64488-1 CAB ENTRY ASSISTS	
		UNIT #12-404 RO #64515-1 PM INSPECTION	
		UNIT #12-353 RO #64499-1 PM INSPECTION	
		UNIT #23-18 RO #64520-1 PM INSPECTION	
		UNIT #12-262 RO #64363-2 PM INSPECTION	
		UNIT #12-404 RO #64515-1 PM INSPECTION	
		UNIT #11-33 RO #64424-1 PM INSPECTION	
		UNIT #12-416 RO #64344-1 AXLE COMPONENTS	
		UNIT #12-246 RO #64375-2 FRONT SHOCKS	
		UNIT #11-33 RO #64424-1 PM INSPECTION	
		UNIT #12-246 RO #64375-1 PM INSPECTION	
7/10/2025	9105734 DANA SAFETY SUPPLY, INC.		6,292.44
		EQUIPMENT INSTALLATION UNIT 12-425	
		SAFARIL AND HOLSTERS	
		GRAPHICS FOR UNIT 12-343	
		AVON RIOT CANISTERS	
7/10/2025	9105735 DIXIE LIME & STONE COMPANY		3,391.85
		LIME ROCK	
		LIME ROCK,SHIPPING	
7/10/2025	9105736 EMBROIDERY PLUS PROMOTIONAL INC.		724.96
		FIRE UNIFORMS	
7/10/2025	9105737 EVERGLADES EQUIPMENT GROUP		853.82
		BOLT KIT -EQUIP#7-184	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
7/10/2025	9105738 EXOTIC EMBROIDERY OF CENTRAL FL.	FIRE UNIFORMS SHIRTS-TRAFFIC DIVISION	4,797.42
7/10/2025	9105739 FULCRUM BIOMETRICS, LLC	DL SCANNER FP PGRM, SOFTWARE, SHIPPING DL SCANNER FP PGRM, SOFTWARE, SHIPPING	392.27
7/10/2025	9105740 GAS SOUTH, LLC	POOL GAS 4/15/25-5/15/25	585.52
7/10/2025	9105741 GUARDIAN FUELING TECHNOLOGIES, INC	DIESEL + UNLEADED FUEL TANKS CALIBRATION	823.86
7/10/2025	9105742 HEAVY DUTY LIFT & EQUIPMENT, INC.	SHOP EQUIPMENT REPAIR	936.68
7/10/2025	9105743 O'REILLY AUTO PARTS	GASOLINE CAN	23.99
7/10/2025	9105744 PRIORITY DISPATCH CORP	CALLTAKING TRAINING SIMULATOR 6/1/25-5/31/25 CALLTAKING TRAINING 6/1/25-5/31/25 PO084958 CALLTAKING TRAINING 6/1/25-5/31/25 PO084958	2,000.00
7/10/2025	9105745 R.S. HUGHES CO. INC	DISPOSABLE GLOVES	464.00
7/10/2025	9105746 RING POWER CORPORATION	UNIT#4-90 RO#64227-1 REPAIR LEAKING MULCHER-17TH & CRAWFORD 5.12-5.19 2025	5,359.45
7/10/2025	9105747 SAFETY PRODUCTS, INC.	ST BOOTS- R.MCCRIMON & R.WOLF,SHIPPING ST BOOTS- R.MCCRIMON & R.WOLF	69.85
7/10/2025	9105748 ST. CLOUD PRINTING	UNIFORM SHIRTS- VERONICA & KELLIE UNIFORMS J.DUPRIEST, T.PERSICHILLI &C.SORENSEN	4,961.78

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		SHIRTS- ANTRANETTE,RAQUEL &MASSIEL INTELLIGENCE SGT SIGN JACKET-R. HILL VICTIM WITNESS STATEMENTS SHIRT EMBROIDERY - JOSHUA JOHNSON NOTICE TO OWNER STICKERS DESK PLATE CITATION BOOKS-CODE DESK WEDGE-HOOPS, NAS, DEOLEO, RANDOLP, FAUCETT ENGLISH VERSION VICTIM WITNESS BOOKS	
7/10/2025	9105749 SURPLUS STEEL & SUPPLY, INC.		770.30
		SQ BAR,FLAT BAR,DELIVERY CEMETERY REPAIRS - P&R TUBE, FLAT BAR, DELIVERY CEMETERY PARKS & REC	
7/10/2025	9105750 TAMPA CRANE & BODY		1,848.44
		UNIT #5-115 RO #63558-2 MECHANICAL WORK	
7/10/2025	9105751 WORLD ELECTRIC SUPPLY, INC.		484.19
		BNT OCTRN- LIGHTS REPAIRS AT CITY HALL BOX COMBO,FLAT BLANK COVER-CITY HALL BRIDGE	
7/10/2025	9105752 4IMPRINT, INC		1,774.94
		POLICE/FIRE MAGNET DOUBLE SCALE RAIN GAUGES DOUBLE SCALE RAIN GAUGES, SHIPPING THERMO INSULATED BAG, SHIPPING POLICE/FIRE MAGNET THERMO INSULATED BAG	
7/10/2025	9105753 A TOUCH OF BASIL LLC.		254.24
		BAKED ZITI-LUNCH & LEARN 6/25/25 FOOD-COUNCIL MEETING 5/27/2025	
7/10/2025	9105754 AAA AUTO GLASS, INC.		2,302.41
		UNIT #11-62 RO #64218-1 WINDSHIELD REPLACEMENT UNIT #24-61 RO #64501-4 WINDSHIELD UNIT 12-262 RO #64503-1 WINDSHIELD UNIT #3-46 RO #64435-4 WINDSHIELD	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
7/10/2025	9105755 ACADEMY SPORTS & OUTDOORS	COOLERS	239.98
7/10/2025	9105756 ADVANCE AUTO PARTS	SHOP SUPPLIES WINDOW MARKER	7.46
7/10/2025	9105757 ADVANCED POLICE CONCEPTS, LLC	COURSE REG-D CHAPPEL CLASSS C TRAVEL	325.00
7/10/2025	9105758 ADVENTHEALTH CENTRA CARE (ADVENTIST	POST ACCIDENT TESTING RANDOM DOT SCREENING MARCH 2025 POST ACCIDENT TESTING FEBRUARY 2025	360.00
7/10/2025	9105759 AIRGAS USA LLC	CLT TIG, GRNDR ANG - CEMENTERY FENCE OXYGEN BOTTLE RENTAL 05/01/25 - 05/31/25 WELDING RODS -WELDSHOP GLOVES FOR WELD SHOP GLOVES, ELECT STOCK-WELD SHOP SUPPLIES	2,313.10
7/10/2025	9105779 AMAZON.COM	BATTERIES, CABLE TIES FOR STOCK PERMANENT MARKERS,TAPE INDUSTRIAL FANS COLOR RIBBON KIT GENERATOR COVER TV WALL MOUNT, HDMI CABLE, WIRELESS RECIEVER TRENCH RAINCOATS UNIFORM SHIRT- MIKE RUIZ WIRELESS HEADSET, USB EXTENSION CABLE AXIS CEILING MOUNTS LABEL MAKER BURKARD-GEFORCE GRAPHICS CARD SUN HATS DESK MOUNTS BRACKETS-EOC SCREW HOOKS, CARGO NET COVER-BAR AT THE RANCH	31,670.23

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		C BATTERIES	
		HOSE ATTACHMENT &MESH BAG	
		SAFETY HOT SURFACE STICKER	
		NYLON WINDSOCK	
		MINI RECORDER-IT COMM	
		HDMI SPLITTER+SWITCH	
		SCREW HOOKS	
		27" MONITORS-EOC	
		CEILING FANS-THE RANCH	
		SAMSUNG MONITORS	
		FL STATE FLAG, POLE KITS	
		WATER BALLONS-COMM EVENT	
		TV-PROGRESS LN BLDG	
		DRY ERASE BOARD	
		STORAGE BAGS-SUPPLY UNIT	
		STORAGE BINS-SUPPLY UNIT	
		LABELS	
		GARDEN HOSE & SAFETY CORNERS	
		WIRELESS HEADSET	
		12V ADAPTERS	
		WELLNESS PGRM: JULY UV MTH-TREAT BAGS	
		WELLNESS PGRM: JULY UV MTH-BAGS, SUNSCREEN	
		DRY ERASE MARKERS,CABLE TIES,LABELS	
		RING BUOY	
		BUZZERS -TRAIL OF TERROR	
		TACTICAL MILITARY SHIRTS VERMILLION & CORREA	
		CANOPY WEIGHTS SANDBAGS	
		VELCRO, CLOUD KEY, JERAX DRILL BIT	
		TIE DOWN STRAP-BAR COVER	
		CABLE ADAPTER	
		CERTIFICATE HOLDERS	
		CHAIRS, BUNGEE CORDS, MOUNT PIPE ADAPTER KIT	
		DISPATCH-WATER FILTER, NEEDLE K-CUP HOLDER	
		KETTLEBELL SET	
		CABLE PROTECTOR RAMP	
		COUNCIL CHAMBER - HDMI CABLES	
		CORNERSTONES OF PUBLIC PROCUREMENT BOOKS	
		PAPER TOWELS	
		TAB DIVIDERS 1-31	
		WALL CLOCK	
		UMBRELLA W/MAGNETIC BASE	

City of St. Cloud

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		SAFETY SHOES TIMOTHY ROSS COMP TOE	
		GLOVES, BIRD SPIKES, GOGGLES, HAZMAT SUITS	
	PRE002 SUMMER CAMP	GARDEN-HOSE,CD/DVD BINDER BALLOON SLINGSHOT	
	PRE002 SUMMER CAMP	BALLOON LAUNCHER,BAGS, BEAD TRAYS- SUMMER CAMP	
	PRE002 SUMMER CAMP	DUST MOP	
		SAFETY VESTS & HATS-PARKS STAFF	
		SHORTS-A.CARSTENSEN	
		TRAILER HITCH	
	PRE002 SUMMER CAMP	CLEANER	
		GLOVES-ROADS & STORMWATER	
	PRE002 SUMMER CAMP	DIGITAL CAMERAS- SUMMER CAMP	
		EMPLOYEE UNIFORM ALLOWANCE - TJ	
		LIGHT SWITCH GUARD COVER- CITY HALL	
		CIRCULAR SAW BLADE	
		CHARGER -IPADS/IPHONES	
		FLOOD LIGHTS- POLICE DEPT	
		EMERGENCY LIGHT-FIRE DEPT 32	
		INK TONER	
		SHORTS-A.CARSTENSEN	
	PRE007 4TH OF JULY CELEBRATION	PLASTIC TABLE COVERS	
	PRE065 WATER FITNESS	MESH BAG	
	PRE065 WATER FITNESS	CR APPLD 0303091-5556265 RFND POOL NOODLES	
	PRE065 WATER FITNESS	FIRST AID SUPPLES,NOODLES AQUA DUMBBELLS,GAUZE	
	PRE065 WATER FITNESS	MESH BAG	
	PRE064 SWIM LESSONS	WAGON	
	PRE059 FALL FESTIVAL	SUNN HEMP SEEDS- RANCH CORN MAZE	
	PRE026 SAMI'S BIRTHDAY CELEBRATN	BIRTHDAY BANNER BACKDROP	
	PRE002 SUMMER CAMP	BOARD GAMES,TRAFFIC CONES KICKBALLS & GLOVES	
	PRE026 SAMI'S BIRTHDAY CELEBRATN	SNOW CONE SYRUP	
		REPLACEMENT TENNIS NET-OP JOHNSON	
	PRE007 4TH OF JULY CELEBRATION	PLASTIC TABLE COVERS	
	PRE006 HOPKINS PARK SUMMER CAMP	BANDAGES, FACE PAINT, CANE, MIC, DOOR SIGNS	
	PRE006 HOPKINS PARK SUMMER CAMP	CLEANING SUPPLIES,GAMES & SENSORY HEADPHONES	
	PRE006 HOPKINS PARK SUMMER CAMP	CLEANER, WALL CLOCK & POWER STRIPS	
	PRE006 HOPKINS PARK SUMMER CAMP	BANDANAS, CRAFT KITS, BUCKETS PAIL	
	PRE006 HOPKINS PARK SUMMER CAMP	FAN, BEACH BALLS, GLOVES, ADAPTER	
	PRE002 SUMMER CAMP	SUN SHADE SAIL-COURTYARD	
	PRE026 SAMI'S BIRTHDAY CELEBRATN	PUMP DISPENSER,HB BANNER	
		GENERATOR CORD	
		POWER CONVERTER-CHARGER	
		EPSON ECO TANK INK- SUBSTATION	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		EPSON PRINTER-SUBSTATION	
		POWER CORD CHARGERS, SHIPPING	
		POWER CORD CHARGERS, SHIPPING	
		REGISTERED SERVER MEMORY KIT, MONITORS, CABLE TEST	
		CT BOOTS - MICHAEL SMITH	
		JAM PAPER ENVELOPES, SHIPPING	
		TRUCK BED TOOLBOX	
		JAM PAPER ENVELOPES, SHIPPING	
		PAPER SHREDDER	
		COUNTER CLICKERS	
		AIR FRESHENER,BATTERIES, WIPES,WATER FILTER	
		INSPECTION MIRRORS, SHIPPING	
		INSPECTION MIRRORS	
		DISINFECTANT SPRAY	
		FACIAL TISSUE	
		CABLE WIRE RUNNING RODS	
		QILIPSU POLE MOUNTING KIT TRENDNET POWER SUPPLY	
		INDUSTRIAL FANS	
		AIR PURIFIER FILTERS - CEMETERY OFFICE	
		DOORSTOPS, LATEX GLOVE	
		ST BOOTS- J.HALLETT	
		SHOP SUPPLIES HAND CLEANER	
		LEXMARK BLK RIBBON REPLACEMENT	
		BINDERS, TRASH CAN, DRY ERASE BOARD	
		EPSON ECO TANK INK- SUBSTATION	
		UBIQUITI ADAPTER	
		ST BOOTS- C.SORENSEN	
		EVIDENCE FREEZER ALARM, LIGHT BULB	
		REPLACEMENT TENNIS NET-OP JOHNSON,SHIPPING	
		DISPATCH-VACUUM BAGS	
		GLOVES,DRY BAGS,CHAPS, HELMET	
		CHAINSAW CHAPS	
		CHAINSAW CHAPS,HELMET,DRY BAG,EDGES,HEADLAMP	
		WATER SOAKER, WATER GUNS COMM ENGAGEMENT EVENT	
		BINDERS, TRASH CAN, DRY ERASE BOARD	
		HDMI EXTENDER W/LOOP OUT	
		COMMENT CARDS,CLIP BOARD, TAPE,TABS,BATTERIES	
		COMMENT CARDS,CLIP BOARD, TAPE,TABS,BATTERIES	
		COLLAPSIBLE WAGON CART	
		CR APPLD 7640085-0241849 RFND WALL MOUNT BRACKETS	
		CR APPLD 1695311-2699452 RFND HOSE ATTACHMENT	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		CR APPLD 5437167-6456236 RFND TV	
		CR APPLD 8822424-2597039 RFND TREAT BAGS	
		MAILING LABELS-ASSETS PROJECT	
		PORTABLE PWR STATION- EOC	
		GENERATOR EXHAUST EXT KIT W/MUFFLER BOX	
		TV WALL MOUNTS-TRAILER	
		CONVERTER - UASI TRAILER	
		HELMET FOR ERT	
		RUGGED CASE	
		CORNERSTONES OF PUBLIC PROCUREMENT	
		IT NETWORK DATA PLUGS	
		WELLNESS PGRM: UV AWARENESS PROTABLE FANS	
		WELLNESS PGRM:UV AWARENES COOLER,UMBRELLA,SUNGLASS	
		OVERHEAD SUPPLIES CLAMPS	
		COPY PAPER	
		SHOP SUPPLIES GLOVES	
		RUBBER BANDS	
		BICYCLE TUBE, HARD DRIVE FLEECE BLANKET, CLOCK	
		BICYCLE TUBE, HARD DRIVE FLEECE BLANKET, CLOCK	
		SOLDERING STATION, BIT SET, FIBER PATCH CABLE	
		256GB ULTRA DUAL DRIVE, WALL PLT CVR, CABLE MTRS	
		KLEIN MODULAR DATA PLUG	
		MARINA-ETHERNET SURGE PROTECTOR	
		VOLUNTEER DESK MONITOR IN INTEL	
		KEY SECURITY /CEMETARY	
		CISCO MOUNTING PLATE	
		IPHONE CHARGER, MOUNTING TAPE, SCISSORS	
		STOCK-MONITOR MOUNT + MONITORS	
		REPLACEMENT SURGE PROTECTORS	
		AMERICAN FLAGS	
		WATER FILTER, PRO DISC CONES	
		CABLE STRAPS	
		WIRELESS HEADSETS	
		PC TOWER HOLDERS	
		WALL MOUNT BRACKETS	
		BATTTERIES	
		HP HYPERX DUOCAST USB MICROPHONE	
		PEN, SHARPIE, STICKY NOTE	
		6 PK CLIPBOARDS	
		TV REMOTE CONTROL	
		FRAMES	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		SAFETY VEST, HARD HAT	
		ST CONSTRUCTION BOOTS CRAIG LLOYD	
		WRANGLER T-SHIRTS - CRAIG LLOYD	
		WRANGLER PANTS - CRAIG LLOYD	
		PRINTER - P&R OFFICE	
		ST SAFETY SHOES - SHANE RHEAUME	
		FIREPROOF FILE ORGANIZER	
		DAMAGED ELECTRIC REEL AT FD 31	
		IPAD CASES FOR UPGRADES	
		IPAD CASES FOR UPGRADES	
		POST IT DISPENSER,NOTES, STAPLER,BINDER DIVIDERS	
		CHAIRS FOR BREAK ROOM	
		LYSOL WIPES	
		UTILITY SHORTS - RAMON COLON	
		DINNERWARE-SART MEETING	
		WALL MOUNT BRACKETS, BOSCH 14 PC SET	
		OVERHEAD SUPPLIES CLAMPS	
		FIRST AID SUPPLES,NOODLES AQUA DUMBBELLS,GAUZE	
		PAPER TOWELS	
		WRISTBANDS -POOL EVENTS, PARTY RENTALS & WIBIT DAY	
7/10/2025	9105780 AMERICAN REGISTRY FOR INTERNET	ANNUAL REGISTRATION FEE	262.50
7/10/2025	9105781 ANYPROMO, INC.		3,827.57
	PRE022 TRAILS OF TERROR	VINTAGE LANTERNS-TRAIL OF TERROR	
	PRE026 SAMI'S BIRTHDAY CELEBRATN	POPCORN BOXES	
	PRE022 TRAILS OF TERROR	VINTAGE LANTERNS,SHIPPING -TRAIL OF TERROR	
	PRE026 SAMI'S BIRTHDAY CELEBRATN	POPCORN BOXES,SHIPPING	
	PRE026 SAMI'S BIRTHDAY CELEBRATN	MOOD STADIUM CUPS	
	PRE026 SAMI'S BIRTHDAY CELEBRATN	FANNY PACKS	
	PRE026 SAMI'S BIRTHDAY CELEBRATN	FANNY PACKS,SHIPPING	
	PRE007 4TH OF JULY CELEBRATION	BEACH BALL-4TH ON LAKE	
7/10/2025	9105782 APCO INTERNATIONAL INC.	APCO FIRE SVC COMM 3RD EDITION-ONLINE TRNG	555.00
		APCO FSC 3RD ED. ONLINE CLASS-SARAH ZIMMERMAN	
7/10/2025	9105783 APPLE, INC.		0.99
	PS0304 MONEY LAUNDERING OPERAT.	WORK PHONE STORAGE	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
7/10/2025	9105784 APPLIED AQUATIC MANAGEMENT, INC.	AQUATIC PLANT MANG MAY25 MARINA AQUATIC PLANT MANG MAY25 CHISHOLM PARK AQUATIC PLANT MANG MAY25 S.ROTHSTEIN PARK AQUATIC PLANT MANG MAY25 BARROW PIT AQUATIC PLANT MANG MAY25 PEGHORN NATURE PARK TRAIL AQUATIC PLANT MANG MAY25 EAST LAKE BEACH AREA AQUATIC PLANT MANG MAY25 EAST LAKE MARINA	672.05
7/10/2025	9105785 AT&T AUTHORIZED RETAILER #2282	CELL SERV 4/18/25-5/17/25 MOBILE PHONE SERV APR25 SERVICE 4/18/25-5/17/25	6,538.13
7/10/2025	9105786 ATLAS BUILDINGS & GAZEBOS, INC.	CAR PORT MOVE & LABOR	2,600.00
7/10/2025	9105787 P-CARD TRAVEL - OTHER EXPENSES	CAR RENTAL T25133 JUNE 1-7 2025	107.65
7/10/2025	9105788 AVIS BUDGET GROUP	CIU LEASE FOR VERMILLION 05.11.25-06.10.25 CIU LEASE 05.11-06.10 2025 CIU LEASE 05.11-06.10 2025 E TOLL FINE-DRIVE TO ORLANDO FOR UC DEAL ADJUSTMENT-OVERISSUE OF CREDIT LAST MONTH CIU LEASE 05.11.25-06.10.25	4,220.83
7/10/2025	9105789 B & C MOWER	BEARING, REPL SNAP, NUT, BOLT, SPANNER, MERCH FEE	90.78
7/10/2025	9105790 B & H PHOTO & ELECTRONICS CORP	NEAT CONTROLLER/SCHEDULE DISPLAY	738.00
7/10/2025	9105791 P-CARD TRAVEL - OTHER EXPENSES	NAPC TRAINING- T.MANNING CLASS C	15.00
7/10/2025	9105792 BJ'S WHOLESALE CLUB		112.51

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		COMFORT CUPS	
		HOTDOGS,BUNS,BRACHS,MINT- MOVIE MATINEE	
7/10/2025	9105793 BOOT BARN		637.72
		CT BOOTS -D.BUNN	
		CT BOOTS -J.AUSTIN	
		CT BOOTS- ROGER	
		CT BOOTS- REED WOLF	
7/10/2025	9105794 BRADY INDUSTRIES OF FLORIDA, LLC		2,493.51
		FIRE CLEANING SUPPLIES	
		PAPER TOWELS-PD	
		FIRE CLEANING SUPPLIES	
		FIRE CLEANING SUPPLIES	
		FIRE CLEANING SUPPLIES	
7/10/2025	9105795 BRENNTAG MID-SOUTH, INC.		3,108.46
		POOL CHEMICALS	
		POOL CHEMICALS	
		POOL CHEMICALS	
		POOL CHEMICALS	
7/10/2025	9105796 P-CARD TRAVEL - OTHER EXPENSES		380.00
		BRIGHTLINE TRAIN-T25184 DONNA COOLEY	
		TRAIN-ACE-ORL-T25216 STACEY WILDE	
		BRIGHTLINE-T25166	
7/10/2025	9105797 BUZZSPROUT		12.00
		SERV 06/23/25-07/22/25 PODCAST HOSTING SOFTWARE	
7/10/2025	9105798 CANVA PTY LIMITED		212.50
		SGT MORALES BUSINESS CARDS	
		BUSINESS CARDS-BURKARD, VERMILLION, SNOW, DUNN	
		BUSINESS CARDS- SGT. MELENDEZ-BOWMAN	
7/10/2025	9105799 CARD INTEGRITY		1,030.00
		EXPENSE REVIEW MAY25	
7/10/2025	9105800 CARRIER ENTERPRISE, LLC FLA		3,000.00

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		REG- J.HENRIUS T25234	
		REG- K.DINGEE T25233	
7/10/2025	9105801 P-CARD TRAVEL - HOTEL		3,011.42
		HOTEL- V.RENTERIA T25135	
		HOTEL-S.STREETER T25136	
		HOTEL-S.ROBINSON T25123	
7/10/2025	9105802 CENTRAL FL ZOO & BOTANICAL GARDENS		4,755.50
	PRE002 SUMMER CAMP	P&R SUMMER CAMP FIELD TRP	
	PRE002 SUMMER CAMP	P&R SUMMER CAMP FIELS TRP	
7/10/2025	9105803 CENTRAL FLORIDA GAS		204.80
		NATURAL GAS-FS #31 04/16/25-05/15/25	
7/10/2025	9105805 CENTURYLINK-EMBARQ FLORIDA, INC		5,868.04
		LOCAL PHONE SERVICE 06/07/25-07/06/25	
		LOCAL PHONE SVC 06/19/25 -07/18/25	
		LOCAL PHONE SERVICE 06/07/25-07/06/25	
		LOCAL PHONE SVC 06/19/25- 07/18/25	
		LOCAL PHONE SERVICE 06/07/25-07/06/25	
		LOCAL PHONE SERVICE 05/25/25-06/24/25	
		LOCAL PHONE SERVICE 06/04/25-07/03/25	
		LOCAL PHONE SERVICE 05/25/25-06/24/25	
		LOCAL PHONE SVC 05/25/25- 06/24/25	
		LOCAL PHONE SERVICE 05/25/25-06/24/25	
		LOCAL PHONE SERVICE 06/04/25-07/03/25	
		LOCAL PHONE SERVICE 06/04/25-07/03/25	
7/10/2025	9105806 CHOPPER'S LAWN EQUIPMENT LLC		5,222.80
		MOWER REPAIRS 18-194 VALVE STEM,TIRES	
		MOWER &WEEDEATER REPAIR	
		RPLMT MOWER IGNITION SWITCHES, PTO	
		KIT-4 BEARING SPACER WHEEL	
		MOWER &WEEDEATER REPAIR	
		MOWER REPAIRS 18-194 SPARK PLUG,FILTER,OIL	
		GEAR FINE SPLINE,GASKET, BELT-MOWER REPAIR	
		SPINDLE,BOLT,BELT,BLADE- REPAIRS TO MOWER	
		MOWER REPAIRS 18-194 STARTER,BELT,WHEEL FRONT	

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7/10/2025	9105807 P-CARD TRAVEL - OTHER EXPENSES		48.47
	PS0304 MONEY LAUNDERING OPERAT.	FUEL-SCIRS VEHICLE	
7/10/2025	9105808 P-CARD TRAVEL - OTHER EXPENSES		10.00
	PS0304 MONEY LAUNDERING OPERAT.	PARKING-FEDERAL COURTHOUSE	
7/10/2025	9105809 CODY ADKINS CREATIONS LLC		750.00
	PRE007 4TH OF JULY CELEBRATION	PHOTOGRAPHY/VIDEOGRAPHY 4TH ON THE LAKE	
7/10/2025	9105810 COMCAST BUSINESS COMMUNICATIONS,LLC		160.67
		INTERNET SERVICE 05.30.25 -06.29.25	
7/10/2025	9105811 COMMISSION FOR FLORIDA LAW		90.00
		UNFRAMED CERTIFICATES	
		UNFRAMED CERTIFICATES	
7/10/2025	9105812 CONSTANT CONTACT, INC.		141.00
		MONTHLY SUBSCRIPTION 6/13/25	
7/10/2025	9105813 COSTCO WHOLESALE CORPORATION		374.30
		COMET-CLEANING FOR MOVIE NIGHT	
		ENTRANCE MAT- FIRE TRAIN BLDG	
		COOKIE DOUGH- MOVIE NIGHT	
	PRE015 SENIOR PROGRAMS	WATER-SENIOR PROGRAM	
		FOLDING WAGON,CUPS, FEBREEZE-SENIOR PROGRAM	
7/10/2025	9105814 COUNTY OF OSCEOLA		1,417.60
		UNIT 15-177, 5-120, 28-3 TAGS/TITLES	
		UNIT 15-177, 5-120, 28-3 TAGS/TITLES	
		TAGS/TITLES UNITS 12-498 499,500,501,502,5-121	
		TAGS/TITLES UNITS 12-498 499,500,501,502,5-121	
		UNIT 24-76-T TAG/TITLE	
		PD RPM TAG U# 12-301, 303 /5/8/18/19,321/26/30	
		UNIT 5-122 TAG/TITLE	
		CDL SVC FEE-W. MCFADDEN	
		UNIT 15-177, 5-120, 28-3 TAGS/TITLES	

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7/10/2025	9105815 CREATIVE PRINTING & GRAPHIC DESIGN	BUSINESS CARDS-GILBERT, ROBERTSON,URBAN,PAUL	140.00
7/10/2025	9105817 CREATIVE PRINTING SERVICES, INC	OBSERVATION FORMS- CODE BOAT RAMP BROCHURES RESIDENTIAL KNOX BOX FORM PRE039 MOM'S DAY IN THE PARK MOTHERS DAY EVENT SIGN BUSINESS CARDS - S.SINGH DOOR PLACARD SIGN BUSINESS CARDS-A.MILLER LOGO ENVELOPES-MAILERS EDITABLE FILE CHIEF LETTERHEAD YARD SIGNS PRE026 SAMI'S BIRTHDAY CELEBRATN POSTERS/YARD SIGNS-SAMI'S BIRTHDAY PARTY BUSINESS CARDS-W. ESPINAL R. GARRETT 5410 WINDOW ENVELOPES BOAT RAMP PERMIT STICKERS BUSINESS CARDS- V.MILLER & K.BRBANT	5,007.10
7/10/2025	9105818 CROWN AWARDS	MEDAL'S & TROPHY'S-YOUTH BASKETBALL PRE011 SUMMER YOUTH BASKETBALL MEDAL'S & TROPHY'S-YOUTH BASKETBALL,SHIPPING	1,042.46
7/10/2025	9105819 CROWN TROPHY ORLANDO	RETIREMENT PLAQUE CORP L. WALL METAL PLAQUE PLATES, CUSTOM PLAQUE, ENGRAVING	264.00
7/10/2025	9105820 CUSTOM CREATIVE CONTRACTING, INC.	UNIFORM- GILBERTO NEGRON DONES UNIFORM- RAMON COLON UNIFORM -DEAN SOUSA	453.65
7/10/2025	9105821 D'S ACE HARDWARE	HASP,SCREW/NUT DRIVER- PANEL LOCK- FD 32 BUNGEE BALLS -STAGE BANNERS LIFEGUARD HAT PUSH THR ADPTR, COUPLE, RISER EXT, VALVE KEY CHLORINE- PRESSURE WASHER	163.62

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
7/10/2025	9105822 DAVE AND BUSTERS INC. PRE002 SUMMER CAMP	P&R SUMMER CAMP FIELD TRP	5,047.73
7/10/2025	9105823 DESIGNLAB, INC.	OFFICIAL UNIFORM VELCRO NAME STRIPS	352.00
7/10/2025	9105824 P-CARD TRAVEL - HOTEL	HOTEL/PARKING- G.EMANUEL T25167	762.00
7/10/2025	9105825 DIRECTV	DIRECTV 5.19.25-6.18.25	350.23
7/10/2025	9105826 DIXIE CLEANERS (SSONAR INC)	LAUNDRY SERVICES-SWORN, LINEN. MAY 1-31 2025 LAUNDRY SERVICES-SWORN, LINEN. MAY 1-31 2025 FIRE UNIFORM CLEANING, ALTERATIONS	1,948.29
7/10/2025	9105827 DOLLAR TREE PRE007 4TH OF JULY CELEBRATION	SCOOPS, CELLO LOOT BAGS, TOTE	12.50
7/10/2025	9105828 DUNKIN DONUTS**	DOUNUTS, COFFEE - GRANT TRNG, TAXES REF 6/5/25 DOUNUTS, COFFEE-GRANT TRNG, TAXES REF 6/5/25	193.39
7/10/2025	9105829 E-PASS SERVICE CENTER	REPLENISH EPASS 06/01/25	475.00
7/10/2025	9105830 P-CARD TRAVEL - HOTEL	HOTEL-AYMAR M T25193 2025 FGFOA BOOT CAMP	360.80
7/10/2025	9105831 ENGLAND ENTERPRISES TRAINING DIV.	FL CROSS ONLINE TRAINING- C.URUSKY	3,995.00
7/10/2025	9105832 P-CARD TRAVEL - REGISTRATION	REG- M.DUNKLIN T25217 REG.-K.LACOE T25212 & M.HEIL T25211	614.09

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7/10/2025	9105833 EVENTBRITE, INC.	REG-T.MANNING T25213	348.39
7/10/2025	9105834 EXTRA SPACE MANAGEMENT, INC.	MONTHLY FEE #5025 06/06/25-07/05/25 MONTHLY FEE #5214 06/06/25-07/05/25	1,022.00
7/10/2025	9105835 EXTREME DETAILING FLORIDA	INTERIOR DETAIL & WASH UNIT 12-444 INTERIOR DETAIL & WASH UNIT 12-394 INTERIOR DETAIL & WASH UNIT 12-471 WINDOW TINT UNIT# 20-20 INTERIOR DETAIL & WASH UNIT 12-381	627.20
7/10/2025	9105836 FEDERAL EASTERN INTERNATIONAL, LLC	HELMET-INVENTORY	4,992.96
7/10/2025	9105837 FEDEX EXPRESS	OVERNIGHT PAYMENT FOR SCALEHOUSE DEPOSIT	36.33
7/10/2025	9105838 FERGUSON ENTERPRISES, LLC	PLATE COMPACTOR	1,675.00
7/10/2025	9105839 FIREHOUSE SUBS	30 SUBS + CHIPS	236.70
7/10/2025	9105840 FIRSTSPEAR, LLC	UNIFORM PATCHES-POLICE, AMERICAN FLAG, SHIPPING UNIFORM PATCHES-POLICE, AMERICAN FLAG, SHIPPING	3,110.00
7/10/2025	9105841 FLA-PAC	FPAC ANNUAL MEMBERSHIP - D. WESLER	175.00
7/10/2025	9105842 FLORIDA ASSOCIATION OF PUBLIC	FAPPO DEPT MEM RENEWAL 6/30/25-6/30/26	750.00
7/10/2025	9105843 P-CARD TRAVEL - REGISTRATION	EXAM FOR DRONE-OFC DAVIS CLASS C	175.00

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
7/10/2025	9105844 FLORIDA DEPARTMENT OF ENVIRONMENTAL	STORAGE TANK REG FISCAL YEAR 2025-2026	375.00
7/10/2025	9105845 FLORIDA DEPT OF TRANSPORTATION	TOLLS UNIT #5-108 5/23/25	4.22
7/10/2025	9105846 FLORIDA DEPT. OF LAW ENFORCEMENT	FINGERPRINTS - FREDRICK SANCHEZ FINGERPRINTS-CHELLENNE QUINONES-GONZALEZ-P&R FINGERPRINT RESULTS - JAQUELYN SEANIOR FINGERPRINTS-KATHY ELAINE ROBERTS - P&R VOL FINGERPRINTS-ROBERT MAX MCCORMICK - P&R VOL FINGERPRINTS-LAILANA M DECKER - P&R VOLUNTEER	176.00
7/10/2025	9105847 FLORIDA FESTIVALS AND EVENTS ASSOC.	PROMO POSTER ENTRY PROMO POSTER ENTRY PROMO POSTER ENTRY PROMO POSTER ENTRY PROMO POSTER ENTRY	675.00
7/10/2025	9105848 FLORIDA FIRE CHIEF'S ASSOCIATION	CADET ADVISOR MEETINGS- S.SAGEL CLASS C CADET ADVISOR MEETING- M.GARBADE CLASS C	50.00
7/10/2025	9105849 FLORIDA GOVERNMENT FINANCE	2025 CGFO RENEWAL FEE JEFFERY COOPER	40.00
7/10/2025	9105850 FLORIDA LEAGUE OF CITIES	REG. C.ROBERTSON T25228 R. SMITH-FLGISA 2025 CONF CLASS C TRAVEL F. PENNINGTON-FLGISA 2025 CONF-CLASS C TVL INFRASTRUCTURE 1-TRAINING CLASS C 2025 LEO ANNUAL BREAKFAST - J.PAUL CLASS C	1,630.00
7/10/2025	9105851 FLORIDA NOTARY ASSOCIATION, INC.	FLORIDA NOTARY PACKAGE SHIPPING FEE - MIRNALY FLORIDA NOTARY PUBLIC RENEWAL -MIRNALY	155.00

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
7/10/2025	9105852 FLORIDA REDEVELOPMENT ASSOC., INC.	REG - R.LANDERO CLASS C FRA AWARD APPLICATION FRA AWARD APPLICATION FRA AWARD APPLICATION	1,095.00
7/10/2025	9105853 FLORIDA STATE UNIVERSITY	REG. SERVICE FEE-A.FORBES CLASS C REG- A.FORBES CLASS C	390.45
7/10/2025	9105854 FOUNDATION BUILDING MATERIALS, LLC	CITY HALL CEILING TILES	4,963.20
7/10/2025	9105858 GALLS, LLC	PD UNIFORMS PD UNIFORMS PD UNIFORMS PD UNIFORMS PD UNIFORMS RAINCOATS, SHIPPING INVENTORY-COVERED CUFF CASE, SHIPPING PD UNIFORMS PD UNIFORMS PD UNIFORMS PD UNIFORMS INVENTORY-COVERED CUFF CASE, SHIPPING SHIPPING HANDCUFF CASE, SHIPPING INVENTORY-RAINCOATS, SHIPPING ASP SIDEBREAK, BLANKET, RESTRAINT, CUFFS,SHIPPING ASP SIDEBREAK, BLANKET, RESTRAINT, CUFFS,SHIPPING PD UNIFORMS PD UNIFORMS HANDCUFFS, SHIPPING HANDCUFFS, SHIPPING HANDCUFFS, SHIPPING PD UNIFORMS HANDCUFF CASE, SHIPPING BOOTS SLIP-RESISTING OFC V. TORRES, E. VANLANDING	10,630.77

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		PRINT KIT, SHIPPING	
		PRINT KIT, SHIPPING	
		PD UNIFORMS	
		RAINCOATS, SHIPPING	
		PD UNIFORMS	
		INVENTORY-RAINCOATS, SHIPPING	
		INVENTORY - OFFICIAL UNIFORM TIE, SHIPPING	
		INVENTORY - OFFICIAL UNIFORM TIE, SHIPPING	
		BOOTS CI, TROUSERS, TIE, UNIFORMS-NEW OFFICERS	
		HANDCUFFS, SHIPPING	
7/10/2025	9105859 GAMETRUCK ORLANDO		312.50
	PRE006 HOPKINS PARK SUMMER CAMP	VIDEO GAME TRUCK	
7/10/2025	9105860 GLENDALE PARADE STORE, LLC.		1,734.00
		CITY & FIRE DEPT FLAGS	
7/10/2025	9105861 GLORY SANDBLASTING, INC.		150.00
		SKIDS-WELDERS SANDBLAST + POWDER COATED	
7/10/2025	9105862 GOLD SEAL GROUND SCHOOLS		199.00
		ONLINE DRONE CLASS CERTIFICATION	
7/10/2025	9105863 HAGGETTS ALUMINUM INSTALLATION		951.60
		CLAMSHELL AWNINGS- SCALE HOUSE	
7/10/2025	9105864 P-CARD TRAVEL - HOTEL		474.64
		HOTEL- K.SABISCH T25187	
7/10/2025	9105872 HANDYMAN HARDWARE		3,215.74
		SPRING HINGE, DUCK TAPE	
		BRISTLE CHIP BRUSH	
		STEP LADDER	
		ELECTRONIC BALLAST,TUBE- MARINA LIGHTS	
		SCREWDRIVER SET,SLOTTED SCREWDRIVER	
		INSULATED PISTOL NOZZLE, VINYL TUBE	
		FIP CAP,DRAIN PIPE AUGER, RED PLUNGER	
		SQUARE BOX,OUTLET COVER, BREAKER-CC REPAIRS GYM A	
		CITY HALL COUNCIL CHAMBER PAINT	

City of St. Cloud

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		GLASS CLEANER, SNAP RPMT BALDES	
		SOCKET SET	
		FASTENERS,308	
		FLUSHOMETER, FLUSHMATE, KEY - SHOP STOCK	
		BRISTLE CHIP BRUSH,WOOD STAIN	
		2PK LED BULB	
		SAW KIT, HAWG CUTTER SET- TRUCK STOCK	
		BLANK COVER,WALLPLATE, HANDY BOX COVER,PVC ELBOW	
		PVC PIPE, TURNBUCKLE, BUSHING, PVC TEE, CEMENT	
		FASTENERS, KEY	
		PVC CUTTER- HVAC TECH	
		PLUMBERS GREASE,COUPLING- WATER LEAK REPAIRS	
		FASTENERS	
		KEY- COUNCIL OFFICE A-333	
		KNIFE BLADE,STIFF SCRAPER PUTTY KNIFE,PAINTERS TOOL	
		UTILITY KNIFE,QUICK SNAP	
		ESY SAND20 COMPOUND	
		FLEXIBLE COUPLING	
		AAA BATTERY	
		FASTENERS,KEY	
		SCRUB BRUSH	
		BLANK WALLPLATE,SWITCH BOX,GRIND SWITCH	
		KEYS	
		WEED& GRASS KILL- HVAC	
		CAULKING KIT,CAULK GUN	
		SQ NOTCH TROWEL	
		CARBON BLADE	
		CHROME TAPE RULE,TAPE MEASURER	
		OUTDOOR CLEANER,PRO HOSE- THE RANCH FLOOR	
		PHIL SMS- MARINA DOCK REPAIR	
		APP GRADE LUMBER	
		TOILET BOLT SET,CAPS, BLADES,COUNTERSINK	
		XHOSE PRO HOSE-A/C REPAIR	
		SILICONE SEAL,KNOCKOUT SEAL	
		TOILET BOLT,WASHER KIT- CITY HALL TOILET	
		RIVETS	
		GREASE,HANGER-POOL COMPLX REPAIRS	
		STOP NUT,FENDER WASH,CAP SCREW	
		STOP NUT,SCREW,CAP SCREW	
		ROYAL CLOSET VALVE	
		SWIV HASP,SAFETY HASP- STORAGE BLDG LOCKS	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		TANK GASKET,BOLT& WASHER KIT	
		DENATURED ALCOHOL, PAINT THINNER, ROLLER	
		SHUFFLEBOARD PAINT	
		SEALANT,PLASTIC PAIL, PAINT BRUSH-SHUFFLEBOARD	
		TILE SCRUBBER,SINK BRUSH, PAINT MIXER	
		CITY CLINIC PAINT	
		AXIS-EXTERIOR STR	
		COMP SLEEVE	
		ZN U-BOLT	
		QT NAT GRAY PREMIX GROUT	
		QT SYN BLEND 10W-30	
		KEY	
		SD GAPNCRAK SEALANT	
		COUPLING,DEGREE PVC ELBOW	
		REPLACEMENT RIGID STRIKE	
		KEYS	
		DUPLEX RECEPTACLE	
		RECIP BLADE	
		HXLAG SCRW-FLT DOCK PLATE RPMT	
		QUICK SNAP	
		OFFSET SCREWDRIVER	
		RECP BLADE	
		DELRIN SLEEVE	
		HEX KEY SET,TORX KEY SET	
7/10/2025	9105873 HARBOR FREIGHT TOOLS		437.84
		SOCKET HOLDER,CRIMP,JOINT STRIPPER,REGULATOR-WELD	
7/10/2025	9105874 P-CARD TRAVEL - HOTEL		704.05
		HOTEL T21533 M. DODD	
7/10/2025	9105875 HELENA CHEMICAL COMPANY		3,885.84
		PESTICIDES- ANTARES POR (HAE)	
		PESTICIDES	
7/10/2025	9105876 HERSHEY CREAMERY COMPANY		501.12
		ICE CREAM RETAIL FOR POOL	
7/10/2025	9105877 HERSHEY FLORIST, INC.		136.31
		FLOWERS FOR S.HOLTKAMP- LOSS OF MOTHER	

City of St. Cloud

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
7/10/2025	9105878 P-CARD TRAVEL - HOTEL	HOTEL DEPOSIT -L.TOMAINO T25240	201.38
7/10/2025	9105879 P-CARD TRAVEL - HOTEL	HOTEL- M.HEIL T25209 HOTEL- K.LACOE T25210	333.76
7/10/2025	9105887 HOME DEPOT	CONDESATE PUMPS FOR IT RM BLEACH, MOLD & MILDEW, BROOM, WINDEX, ZEP PIPE CUTTER, VINYL TUBE- PD LOCKERS ADAPTER FITTING, WEATHERSTRIP- THE RANCH SAW WITH CUTTING WHEELS DECORA EDGE- DAN TERREL POINT REPAIRS JUNCTION BOX, WIRE CONNECTOR-PAP ELECTRICAL DRAIN PANS- COMMUNITY CENTER FENDER WASHER, HANGER, LOCKWASHER-CITY HALL COOL WHITE-CC OUTSIDE LIGHT REPAIR COOL WHITE-CIVIC CENTER LIGHTS 4TIER BLK, WIRE ROPE, CARABINER, LINK, LOCK COOL WHITE, HALCO-REPAIR PD LIGHTS PW2502 PROGRESS LN OFFICE RENOV LATTICE-PD ADMIN BLDG PROGRESS LANE TOOLBOX, ANTIBACTERIAL, BAGS, TOWELS, MOP, SPRAY PUSHBROOM,TAPE MEASURE, THREADLOCKER PLATINUM KIT- PD TOILET REPAIR DUAL PLATFORM,BUNGEE CORD CAULK,KNIFE,BIT-REPAIR CEILING -FD 33 SECURITY CANOPY W/LIGHTS TURBO CUP WHEEL, LEATHERGLOVE-ODWIN PARK METAL BONDED CUT,FILE SET DRIVE GUIDE,RESPIRATOR BRACKETS,WALL CLIP-CLINIC NEW SHELVES PAINT FOR PD CAM LOCK-ELETRICAL PANEL LOCK -FD 32 SPECTRACIDE, TOUGH TOTE, MAG PDLCK-TRAILER NEW HOSE, SPRAYER- CONCRETE TRUCK ANGLE PLUG, MULTI-TIP, STRIPPER-SW-COMPRESSOR AIR MOVER, SQUEEGEE, DIRECT DRIVE PVC BALL,NIPPLE,COUPLING- REPLACE DAMAGED MAILBOX PW2502 PROGRESS LN OFFICE RENOV SCHLAGE KEYLESS-PD ADMIN BLDG	11,001.42

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		CHAINSAW CHAPS	
		BATH FAUCET- STREETS	
		ROBE HOOKS- PD	
		EVENT TENT 20X40- REPLACE BROKEN	
		DEWALT AIR HOSE	
		RYOBI PRESSURE WASHER FOR FS33	
		RIDGID SHOP VACUUM-FS 33	
		MEASURING WHEEL, SAKRETE, PVC, COUPLING, GAS CAN	
		SCREWDRIVER, FISH STICK KIT	
		ULTRA CLEAR-CITY HALL WINDOW REPAIRS	
		LAG SCREW,4X6-CIVIC CNTR REPAIRS	
		SCREWDRIVER,WASHER,DEGREE ELBOW,COUPLING	
		WEATHERSHIELD,STAKES, DECKMATE-BALLFIELD	
		PROPANE-THERMO MACHINE	
		PLYWOOD- POOL TARPS	
		KEY TAGS & ORGANIZER	
		GRABBER, U-BOLT, WALL PLATE, CORDMATE CABLE	
		THREADED ROD, SQUARE TUBE NUTS, WASHERS, LOCK WASHE	
		ADJUSTABLE WIRE HOLDER	
		HOLE STRAP, SCREWS, LIQUIDTITE, BRUSH PLT	
		PLIERS, SCRWDVR, WIRE STRIPPER, DATA SNIPS	
		PRIME,DECKMATE-RO# 64386 UNIT# 5-59	
		BUCKET,TAPE,OUTLET-THE RANCH ELECTRIC REPAIRS	
		NIT GLOVE,LEATHERGLOVE, WATERPROOF STORAGE	
		TAPE, SPADE TERMINAL, PHL PAN, BLADES, TOUGH TOTE	
		PACKING TAPE, MOVING BOXES - LOGISTICS	
		DUCTBOARD COLLAR,ROUND REDUCER,SILICONE	
		VINYL TUBE,PVC BUSHING- CONDESATE LINES FOR IT	
		LOCTITE CLEAR SILICONE- TOWER CAMERAS	
		GLASS FUSE,MIDGET-CM AC REPAIR	
		TWISTER PROFLEX,CIRCUT BREAKER-CC REPAIRS GYM A	
		ANCOR,FINDER KIT,OUTLET- CC REPAIRS TO GYM A	
		MAILBOX-REPLACE HOMEOWNER DAMAGED MAILBOX	
		SPECTRACIDE, TAPE MEASURE HOSE, NOZZLE, SPRAY PAINT	
		PRO JAMB PAINT, SCREWS - PAINT PW DOORS	
		BUNGEE BALLS-STAGE BANNERS	
		DRY VAC FILTER	
		INSECT TRAPS - CITY HALL	
		PAINT ROLLER, FRAME, PAINT, RLR CVR, SEALANT	
		TAPE, GRIP STRIPPER, WIRE CONNECTORS	
		LEVER NUT,PLASTIC CLAMP, STAPLES-RANCH STRAPS	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		CR APPLD WG91419095 RFND DEWALT AIR HOSE VINYL,CLAMP,SPLICER- CONDENSATE LINE FOR IT BATTERY CHARGER, PAINT - FIRE PARKING WASHER, SCREWS - TRAILER PORTABLE AC-TRAILER BIM ULTRA FINE,TOUGH TOTE	
7/10/2025	9105888 HSI/MEDIC FIRST AID/EMS SAFETY/ASHI	SEVEN CPR CERTS-REC AIDES CLASS C CPR CERTIFICATIONS-POLICE DEPT CLASS C	80.60
7/10/2025	9105889 P-CARD TRAVEL - HOTEL	HOTEL LT. M. DELAROSA T25115	795.00
7/10/2025	9105890 ICMA -INTERNATIONAL CITY/COUNTY	REG.- S.DAVIDOFF T26011 REG-A.ABREU AFFILIATE AFM T26012 REG- V.MILLER T26013 HOTEL- A.ABREU T26012	2,345.00
7/10/2025	9105891 INTEGRATED SUPPLY NETWORK, LLC	SHOP TOOLS IMPACT WRENCH	702.57
7/10/2025	9105892 INTERNATIONAL ACADEMIES OF	IAED RECERT FEE EDM 14.0 ONLINE TRNG JEFFERY MOYER	80.00
7/10/2025	9105893 INTERNATIONAL CODE COUNCIL, INC.	ICC 2025 BLDG MEMBERSHIP RENEWAL	170.00
7/10/2025	9105894 INTERNATIONAL COUNCIL OF SHOPPING	RENEWAL MEMBERSHIP 6/21/25-06/21/26	175.00
7/10/2025	9105895 INTERNATIONAL ECONOMIC DEVELOPMENT	VIRTUAL CERT EXAM- A.FORBES	610.00
7/10/2025	9105896 IPAT, INC.	16PF 5TH EDITION SECURITY SELECTION REPORT	192.50

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
7/10/2025	9105897 J. MCKINNON, INC.	SHELL ROADBASE- PEGHORN TRAIL SHELL ROADBASE- PEGHORN TRAIL SHELL ROADBASE-PEGHORN TRAIL	2,353.25
7/10/2025	9105898 JOSAM PRODUCTS, INC.	UNIT #5-93 RO #64237-3 CHECK COMPONENTS & PARTS UNIT #24-64T RO #64359-1 AXLE ALIGNMENT UNIT #24-59 RO #64138-1 TOTAL MAINTENANCE	5,498.11
7/10/2025	9105899 K & M CUSTOM CREATIONS	SHIRTS W/CITY LOGO - SHANE RHEAUME CITY LOGO PRINTED - MIKE RUIZ	156.84
7/10/2025	9105900 KAHOOT! AS	KAHOOT 360 PRO 10TH JUNE 2025-2026	708.00
7/10/2025	9105901 KISSELBACK FORD	UNIT #12-458 RO #64385-1 WHEEL ALIGNMENT UNIT #12-352 RO #64292-1 CVT REPAIRS	3,412.80
7/10/2025	9105902 KONA ICE OF DOWNTOWN ST.CLOUD	WELLNESS PGRM: JUNE HYDRATION-KONA ICE	480.00
7/10/2025	9105903 KONICA MINOLTA BUSINESS SOLUTIONS	COPIER LEASE 5/1-31/25 COPIER LEASE 5/1-31/25	187.35
7/10/2025	9105904 P-CARD TRAVEL - OTHER EXPENSES	PARKING-A.RAUSSEO GFOA MEETING CLASS C	20.00
7/10/2025	9105905 LAWSON PRODUCTS, INC.	CAP SCREW, CUT-OFF WHEEL, LOCK NUT-WELDSHOP	351.65
7/10/2025	9105906 LUMEN TECHNOLOGIES GROUP	LOCAL PHONE SVC 04/16/25- 05/16/25 LOCAL PHONE SERVICE 06/01/25-06/30/25	1,218.86
7/10/2025	9105907 LYNN PEAVEY CO.		379.36

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		TAPE, SHIPPING	
		TAPE, SHIPPING	
7/10/2025	9105908 MCMASTER-CARR SUPPLY CO.		722.06
		UNIT #20-20 RO #64064-2 BATTERY WIRE	
		SHIPPING CHARGES ON TOTAL TRANSACTION	
		SHOP SUPPLIES LOW VOLT CABLES	
		OVERHEAD SUPPLIES ASSORTMENT RINGS	
7/10/2025	9105909 MEAT N FIRE		382.28
		CR APPLD 015966 PARTIAL RFND TAXES	
		COUNCIL MEETING-CRACKER CAMP, PAN, TAX REF PND	
		COUNCIL MEETING-CRACKER CAMP, PAN, TAX REF PND	
		CR APPLD 015966 PARTIAL RFND TAXES	
7/10/2025	9105910 MERCURY ENTERPRISES, INC.		665.12
		AIRTRAQ TUBE, SHIPPING	
		AIRTRAQ TUBE, SHIPPING	
		AIRTRAQ TUBE, SHIPPING	
		AIRTRAQ TUBE, SHIPPING	
7/10/2025	9105911 MERRICK TOOL SUPPLY LLC		350.00
		SAFETY SHOES COMPOSITE JOHAN RICO	
		SAFETY SHOES COMPOSITE ISAIAH BROWN	
7/10/2025	9105912 METTLER-TOLEDO INTERNATIONAL, INC.		2,616.09
		REPAIR ONSITE-SUP W/BRACKET	
		CABLES-SCALE INDICATORS & CC FEE	
7/10/2025	9105913 MICHAELS STORES, INC.		389.65
	PRE026 SAMI'S BIRTHDAY CELEBRATN	FAN PROGRAM,POMPOM,BLOCK PARTY	
	PRE026 SAMI'S BIRTHDAY CELEBRATN	BLOCK PARTY,LOVE,METAL PIN,BUBBLE	
7/10/2025	9105914 MILLERS JUMP TIME ENTERTAINMENT LLC		2,152.50
	PRE002 SUMMER CAMP	INFLATABLES,BASKETBALL, AXE THROW- SUMMER CAMP	
	PRE005 WORLDS LARGEST SWIM LESSN	WATER SLIDES- SWIM LESSON 6/26/25	
	PRE002 SUMMER CAMP	BOUNCE HOUSE RENTAL- SUMMER CAMP	
7/10/2025	9105915 MINER, LTD		1,355.17

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		REPAIRS TO VEHICLE MAINT ROLL UP DOORS	
7/10/2025	9105916 MOBILE-ONE COMMUNICATIONS AND		1,045.00
		PORTABLE RADIOS,SHIPPING	
		PORTABLE RADIOS	
7/10/2025	9105917 MODERN WELDING CO OF FLORIDA, INC.		4,780.00
		DUMPSTER BOTTOMS FOR WELD SHOP	
7/10/2025	9105918 MSC INDUSTRIAL SUPPLY CO.		79.37
		UNIT #5-84 RO #64361-1 MISC PARTS	
7/10/2025	9105919 NAPA AUTO PARTS		520.04
		PURPLE PWR CAR WASH	
		WRENCH, SOCKET ADAPTER	
		REPLACE GENERATOR BATTERY -FIRE DEPT 33	
		HDRTU1GAL	
7/10/2025	9105920 NATIONAL ALLIANCE OF PRESERVATION		65.00
		2025 NAPC VIRTUAL SUMMER COURSE -S.STREETER	
7/10/2025	9105921 NATIONAL GRANTS MANAGEMENT ASSOC.		174.00
		NGMA LESLIE F. MEMBERSHIP RENEWAL 7.31.25-7.31.26	
7/10/2025	9105922 NATIONAL INSTITUTE OF GOVERNMENTAL		445.00
		NIGP NATIONAL VIRTUAL FORUM-DIANA H.	
7/10/2025	9105923 NATIONAL TACTICAL OFFICERS ASSOC.		319.00
		ONLINE SUP PTRL CRITICAL INCIDENTS-COREY TARGIA	
7/10/2025	9105924 NATIONAL TIRE AND AUTO ST CLOUD LLC		70.50
		UNIT #12-262 RO #64363-1 ALIGNMENT	
7/10/2025	9105925 NIMBLE SOFTWARE SYSTEMS, INC.		337.62
		SCHEDULING ADVANCE & BASE 6/17/25 - 7/17/25	
7/10/2025	9105926 NOREGON SYSTEMS, INC.		2,556.76
		SHOP TOOLS ADAPTERS	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		JRPRO SUBSCRIPTION 5/9/25-5/9/26	
		JRPRO SUBSCRIPTION 5/9/25-5/9/26 PO084960	
		JRPRO SUBSCRIPTION 5/9/25-5/9/26 PO084960	
7/10/2025	9105927 NORTH-SOUTH SUPPLY, INC.		238.02
		WOMENS CLUB IRRIGATION REPAIRS	
		SLIP FIX PVC- IRRIGATION REPAIR	
		COUPLING,SLIP FIX PVC- IRRIGATION REPAIR	
7/10/2025	9105928 MISC VENDOR PAYMENTS		43.60
		ACCIDENTAL CRG-REFUNDED 6/26 - RECEIPT# 1372	
7/10/2025	9105929 OFFICE DEPOT		518.84
		BINDER CLIPS	
		HIGH YIELD TONER	
		PENCIL & RULER	
		BLACK CARTRIDGE	
		COPY PAPER, POLY TABS	
		CR APPLD 426513763-001 RFND POLY TABS	
7/10/2025	9105930 ORACLE ELEVATOR COMPANY		553.78
		QUARTERLY MAINT 2901 17TH ST 04/01/25 - 06/30/25	
		QUARTERLY MAINT COMM CENTER 4/1/25 - 6/30/25	
7/10/2025	9105931 P-CARD TRAVEL - OTHER EXPENSES		42.60
		PARKING-INFOCOMM CONF CLASS C TVL-D. ENGER JR.	
		PARKING INFO COMM CONF	
7/10/2025	9105932 ORANGE PEEL GAZETTE		1,950.00
	PRE007 4TH OF JULY CELEBRATION	LOCAL PRINT AD FOR 4TH ON THE LAKE	
		LOCAL PRINT AD FOR SAMIS BIRTHDAY	
7/10/2025	9105933 ORLANDO FUN CREW, INC.		2,054.85
	PRE002 SUMMER CAMP	EXTREME LASER TAG W/STAFF	
7/10/2025	9105934 ORLANDO SENTINEL COMMUNICATIONS		522.51
		ORLANDO SENTINEL SUBSCRIP RENEWAL	
		E SUBSCRIPTION-CM 6/14/25-7/12/25	
		CLASSIFIED LISTING BIDS	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
7/10/2025	9105935 OSCEOLA AIR LLC	RESIDENTIAL DIAGNOSTIC- 900 OHIO AVE	75.00
7/10/2025	9105936 OSCEOLA NEWS GAZETTE	SC ORDINANCE 2025-48 ANX24-00013 2025-46 SC ORDINANCE 2025-47 ORD 2025-46,2025-45,2025- 28,2025-43,2025-37 SC ORDINANCE 2025-44 ORDINANCE 2024-50 SC ORDINANCE 2025-49 DRAFT 2025 ACTION ANNUAL PLAN SC ORDINANCE 2024-49	3,155.62
7/10/2025	9105937 PEST PATROL OF CENTRAL FLORIDA INC.	SERVICE DATE- 05/31/2025 COMM CNTR,PD,VETERANS	1,595.00
7/10/2025	9105938 PET SUPERMARKET, INC.	EUK DG DOG FOOD-ROCKY SIERRA MNT LMB	132.98
7/10/2025	9105939 PIP PRINTING #920	12-QR CODE SIGNS-CEMETARY	546.83
7/10/2025	9105940 PIZZA HUT OF AMERICA, INC. PRE002 SUMMER CAMP	PIZZA- SUMMER CAMP FIELD TRIP FOOD-HOME SCHOOL PIZZA PARTY	390.28
7/10/2025	9105941 P-CARD TRAVEL - OTHER EXPENSES	FUEL FOR T25133	23.22
7/10/2025	9105942 PROMO DIRECT	TELESCOPIC UMBRELLA, COLORS TELESCOPIC UMBRELLA, COLORS,SHIPPING	864.52
7/10/2025	9105943 MISC VENDOR PAYMENTS	UNMANNED AIRCRAFT GENERAL SARA GONZALEZ	175.00

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7/10/2025	9105945 PUBLIX SUPER MARKETS, INC.	WELLNESS PGRM-FRUIT CAMPAIGN- FRUIT PLTR WELLNESS PGRM-FRUIT CAMPAIGN- FRUIT PLTR WELLNESS PGRM-FRUIT CAMPAIGN- FRUIT PLTR WELLNESS PGRM-FRUIT CAMPAIGN- FRUIT PLTR G/ADE, LIQUID IV, WATER PROUD IN THE CLOUD STAFF SODAS-COUNCIL MTG 6/18 HOTDOGS BUNS,HOTDOGS, POPCORN SEASONING WELLNESS PGRM-FRUIT CHALLENGE FRUIT PLTR HEFTY BAGS-TO COVER GENERATOR WELLNESS PGRM-FRUIT CAMPAIGN FRUIT PLATTER FRUIT FOR STAFF-WELLNESS PROGRAM WELLNESS PGRM-FRUIT CAMPAIGN FRUIT PLATTER LEMONADE, TEA WELLNESS PGRM-FRUIT CAMPAIGN FRUIT PLATTER WELLNESS PGRM-FRUIT CAMP- FRUIT PLTR WELLNESS PGRM-FRUIT CAMPAIGN-FRUIT PLTR PRE015 SENIOR PROGRAMS CAKE-BIRTHDAY CELEBRATION WELLNESS PGRM-JUNE LUNCH + LEARN, COOKIES, WATER PRE015 SENIOR PROGRAMS BAGS-BIRTHDAY CELEBRATION FRUIT FOR DEPTS- WELLNESS PROGRAM	2,391.50
7/10/2025	9105946 RAPCO SUPPLY	BELTS- SHOP STOCK FRIDGE FILTER-CITY MANAGER BREAK ROOM FUSE AMP-CITY HALL A/C REPAIR MOTOR-CITY HALL AC REPAIR ICE MACHINE CLEANER- HVAC A/C FILTER- STREETS DEPT CONDENSATE PUMPS- HVAC REPAIRS 3 MOTORS-HVAC SHOP STOCK FILTER AT JUF A/C FILTER- SOLID WASTE	3,870.07
7/10/2025	9105947 READ'S UNIFORMS, LLC	HONOR GUARD UNIFORMS, SHIPPING- S. GONZALES HONOR GUARD UNIFORMS, SHIPPING S. GONZALEZ HONOR GUARD UNIFORMS, SHIPPING- K. BURKARD HONOR GUARD UNIFORMS, SHIPPING-J. MARTINEZ	3,229.04

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7/10/2025	9105948 REM INDUSTRIES LLC DBA IDVILLE	LAMINATE, PRINTER, CLEAN KIT, PVC CARD, SHIPPING LAMINATE, PRINTER, CLEAN KIT, PVC CARD, SHIPPING	115.98
7/10/2025	9105949 P-CARD TRAVEL - HOTEL	HOTEL C.ROBERTSON T25228	310.00
7/10/2025	9105950 RENTAL WORLD OF ST. CLOUD	PRESSURE WASHER LIFT- CH WINDOW REPAIRS LIFT-OVERCHARGE- REFUND IN PROGRESS CHAINSAW REPAIR GAS CAN & TREE SUPPLIES LIFT RENTAL CR APPLD 136863 PARTIAL RFND LIFT RENTAL CR APPLD 446229 RFND LIFT RENTAL OVERCHARGE CHAINSAW REPAIR	2,506.16
7/10/2025	9105951 REP SERVICES, INC.	OP JOHNSON ZIP KROOZ REPAIRS+ FEE,SHIPPING OP JOHNSON ZIP KROOZ REPAIRS+ FEE	1,471.25
7/10/2025	9105952 P-CARD TRAVEL - OTHER EXPENSES	FCCMA CONF PARKING - VERONICA MILLER FCCMA 2025 PARKING-CLASS C A.ABREU FCCMA 2025 PARKING-CLASS C A.ABREU FCCMA 2025 PARKING-CLASS C S.DAVIDOFF FCCMA 2025 PARKING-CLASS C S.DAVIDOFF FCCMA 2025 PARKING-CLASS C S.DAVIDOFF FCCMA CONF PARKING - VERONICA MILLER	84.00
7/10/2025	9105953 RS AMERICAS, INC.	OVERHEAD SUPPLIES SHIPPING OVERHEAD SUPPLIES	328.00
7/10/2025	9105954 RUSH TRUCK CENTER OF FLORIDA	UNIT #7-169 RO #63783-2 EXHAUST REPAIRS	4,279.45
7/10/2025	9105955 SA INTERNATIONAL, INC.		831.99

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		MARK-FLEXI	
7/10/2025	9105957 SAM'S CLUB		1,849.86
	PRE002 SUMMER CAMP	SUMMER CAMP-JUICE, CHIPS, NAPKINS	
		HELIUM TANKS & TOTES	
	PRE002 SUMMER CAMP	BALLOONS & WATER GUNS- SUMMER CAMP	
	PRE002 SUMMER CAMP	SUMMER CAMP-JUICE, CHIPS, NAPKINS	
	PRE002 SUMMER CAMP	FABULOSO, WIPES, TOWELS, SUNSCREEN- SUMMER CAMP	
	PRE006 HOPKINS PARK SUMMER CAMP	POPCORN, HOT SAUCE, CHIPS CAPRI SUN	
	PRE006 HOPKINS PARK SUMMER CAMP	SUMMER CAMP-NUGGETS, PLATES, KETCHUP, JUICE	
	PRE006 HOPKINS PARK SUMMER CAMP	SUMMER CAMP-NUGGETS, PLATES, KETCHUP, JUICE	
	PRE006 HOPKINS PARK SUMMER CAMP	CLEANER	
	PRE006 HOPKINS PARK SUMMER CAMP	SUMMER CAMP-CHIPS, SWEET TREATS	
	PRE002 SUMMER CAMP	LUNCHABLE, MAC N CHEESE, RITZ- FOR CAMPERS	
7/10/2025	9105958 SASE COMPANY, INC		4,348.01
		SASE VACUUM BAGS-GRINDER	
		VACUME FOR GRINDER, SHIPPING	
		VACUME FOR GRINDER	
7/10/2025	9105959 SCHINDLER ELEVATOR CORPORATION		7,749.66
		ELEVATOR REPAIR-CITY HALL BLDG B	
		LOCKOUT ADDED MARINA ELEVATOR	
7/10/2025	9105960 SD AIR CONSULTANTS, LLC		1,173.00
		AIR PURIFICATION SYSTEM, SHIPPING	
		AIR PURIFICATION SYSTEM, SHIPPING	
7/10/2025	9105961 SHERWIN-WILLIAMS		929.65
		PAINT, BLUE CHIP, SOFT WOVEN - GODWIN PARK	
		FIRE DEPT SIGN WALL PAINT - WHITE DOVE, RUBBER HAND	
		ASE LTX ULTRA-GODWIN PARK	
7/10/2025	9105962 SHI INTERNATIONAL CORP		1,086.25
		SPLASHTOP 5/21/25 - 11/13/25	
7/10/2025	9105963 SOCIETY FOR HUMAN RESOURCE		374.00
		SHRM-GOSHRM ANNUAL RENEWAL FEE-D. ROSE	

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
7/10/2025	9105964 P-CARD TRAVEL - OTHER EXPENSES	FLIGHT- K.LACOE T25210 FLIGHT- M.HEIL T25209	853.72
7/10/2025	9105965 SPACE EXPLORATION TECHNOLOGIES CORP	ROAM UNLIMITED 05.30-06. 30, 2025	165.00
7/10/2025	9105967 SPECTRUM/BRIGHTHOUSE NETWORKS, LLC	INTERNET SVC-IT 06/01/25 -06/30/25 CABLE & INTERNET SRV FS#33 5/17/25 - 6/16/25 INTERNET-PROC, EOC + IT 06/01/25-06/30/25 INTERNET SERVICE IT DEPT 05/27/25-06/26/25 INTERNET-PROC, EOC + IT 06/01/25-06/30/25 INTERNET 5/21/25-6/20/25 HOPKINS PARK CABLE & INTERNET SRV FS#31 5/19/25 - 6/18/25 POLICE DEPARTMENT 6/1/25 - 6/30/25 SPECTRUM MTH SVC 05/27/25 -06/26/25 IT INTERNET 4.27-5.26, 05.27-06.26, 2025 IT INTERNET 4.27-5.26, 05.27-06.26, 2025 INTERNET-PROC, EOC + IT 06/01/25-06/30/25	6,404.54
7/10/2025	9105968 ST. FRANCIS ANIMAL HOSPITAL	GEORGE-MEDICAL EXAM, CYTOPOINT INJECTION BRAVECTOR, INTERCEPTOR - GEORGE	411.55
7/10/2025	9105970 STAPLES BUSINESS ADVANTAGE	HP TONER WIDE FORMAT FINISH COPY PAPER, BINDER CLIPS, FILE HANGER, FRAME CALENDAR WHITEBOARD COPY PAPER,WHITE OUT TAPE TONER FOR EVIDENCE, USB PAPER REAMS BINDERS & TABS PROPOSED BUDGET BOOK FY 25-26 CARDSTOCK PAPER COPY PAPER COPY PAPER, HP 80A, HP 26A CHAIR, HP PRINTER INK GLUE,TAPE,HANGING STRIPS FOLDERS, MARKERS, FRAMES	3,229.20

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Date	Check Number / Vendor Name/ Project	Transaction Description	Amount
		REAMS OF PAPER	
7/10/2025	9105971 STARFISH AQUATICS INSTITUTE, LLC		565.59
	PRE064 SWIM LESSONS	TOKEN TRACKERS- STUDENT SWIM LESSON	
	PRE064 SWIM LESSONS	TOKEN TRACKERS-STUDENT SWIM LESSON,SHIPPING	
7/10/2025	9105972 STATE OF FLORIDA DBPR		525.00
		LICENSE RENEWAL- OTECH ELEVATOR 5/27/25	
		LICENSE RENEWAL-CITY HALL ESCALATOR 5/27/25	
		LICENSE RENEWAL- MARINA BLDG ELEVATOR 5/27/25	
		LICENSE RENEWAL-COMM CNTR ELEVATOR 5/27/25	
		LICENSE RENEWAL-CITY HALL ELEVATORS BLDG A #74090	
		LICENSE RENEWAL-CITY HALL ELEVATORS BLDG A #74091	
		LICENSE RENEWAL-CITY HALL ESCALATOR 5/27/25	
7/10/2025	9105973 STYLISH PAWZ		175.00
		GEORGE GROOMING	
		GEORGE-GROOMING	
7/10/2025	9105974 SUNDAX / DAX ART STUDIO		850.00
	PRE005 WORLDS LARGEST SWIM LESSN	DJ& PHOTOBOOTH- 6/26/25	
7/10/2025	9105975 SUNPASS OPERATIONS		125.00
		TOLL REPLENISHMENT	
		DEPARTMENT TOLLS 06/02/25	
		TOLL REPLENISHMENT	
		TOLL REPLENISHMENT	
7/10/2025	9105976 P-CARD TRAVEL - REGISTRATION		840.00
		FOOD MANAGER COURSE-5 EMPLOYEES- CLASS C	
7/10/2025	9105977 TELEFLEX LLC		4,450.00
		EZ-IO POWER DRIVER	
		EZ-IO 45MM NEEDLE BOX	
		15MM,25MM,45MM NEEDLE BOX	
7/10/2025	9105978 THE BANCORP BANK N.A.		2,154.00
	PS0304 MONEY LAUNDERING OPERAT.	SCIRS LEASE VEHICLE 05.01.25-05.31.25	
	PS0304 MONEY LAUNDERING OPERAT.	SCIRS LEASE VEHICLE 06.01.25-06.30.25	

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7/10/2025	9105979 P-CARD TRAVEL - HOTEL	T25152 HOTEL J. COOPER HOTEL T25184 DONNA COOLEY HOTEL-T25166	2,797.00
7/10/2025	9105980 THE GRAPHICS SIGNS & IDENTITIES GRO PS2002 FIRE STATION UPGRADES	SIGNS FOR BALLFIELDS LOGO+INSTALLATION FS31	2,480.00
7/10/2025	9105981 THE PARTS HOUSE	SHOP SUPPLIES SHOP SUPPLIES SHOP TOWELS	255.84
7/10/2025	9105982 TOHO MARINE & OUTDOORS LLC	MOTOR TELL TAIL, BATTERY UNIT #12-443 BREAKER, OIL CHANGE UNIT 12-295	505.02
7/10/2025	9105983 TOHOPEKALIGA WATER AUTHORITY PR2106 17TH STREET BALLFIELDS PR2106 17TH STREET BALLFIELDS PR2106 17TH STREET BALLFIELDS PR2106 17TH STREET BALLFIELDS	METER/CONNECT FEE-17TH ST BALLFIELDS METER/CONNECT CC FEE-17TH ST BALLFIELD METERSET CC FEE-17TH ST BALLFIELD METERSET-17TH ST BALLFIELD	4,347.00
7/10/2025	9105984 TOI TOI USA, LLC PRE020 HOPKINS AFTER SCHOOL PRGM PRE020 HOPKINS AFTER SCHOOL PRGM	SERVICE DATE: 05/18/25 - 06/14/25 TOILET RENTALS-BMX& JONES RD 05/30/25-06/26/25 TOILET RENTALS-BMX& JONES RD 5/21/25-6/17/25 SERVICE DATE: 05/18/25 - 09/14/25 SERVICE DATE: 06/23/2025- 07/20/2025- T & L SERVICES DATE:05/26/2025 -06/22/2025 TOILET RENTALS-BMX& JONES RD SURCHARGE	1,096.95
7/10/2025	9105985 TRACTOR SUPPLY COMPANY	A-FRAME JACK FOR TRAILER 7-190 SEEDER CAT,SHIPPING SEEDER CAT TRAILER JACK- RO #64422, UNIT# 12-239	4,999.96

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7/10/2025	9105986 TRANSCOR SUPPLY INC.	SHEETING, TOHO SIGNS, FREIGHT SHEETING, TOHO SIGNS, FREIGHT SHEETING, TOHO SIGNS, FREIGHT SHEETING, TOHO SIGNS, FREIGHT	938.00
7/10/2025	9105987 P-CARD TRAVEL - REGISTRATION	REG. K.LACOE T25210 REG.-M.HEIL T25209	2,430.00
7/10/2025	9105988 TVEYES, INC.	TV EYES MEDIA SUBS 5/1/25 - 4/30/26 PO084967 TV EYES MEDIA SUBS 5/1/25 - 4/30/26 PO084967 TV EYES MEDIA SUBS 5/1/25 - 4/30/26	2,160.00
7/10/2025	9105989 P-CARD TRAVEL - OTHER EXPENSES	UBER-T25166 T25127 UBER TO HOTEL	45.06
7/10/2025	9105990 P-CARD TRAVEL - MEALS	T25166 - TIP \$4.66	26.01
7/10/2025	9105991 UBIQUITI INC.	DOORBELL PRO POE KIT, SHIPPING CAMERAS -AI DOME, G6, DOME CAMERA, SHIPPING CAMERAS - AI DOME, G6, DOME CAMERA, SHIPPING STOCK-CAMERAS, SD CARD, SHIPPING STOCK-CAMERAS, SD CARD, SHIPPING DOORBELL PRO POE KIT, SHIPPING	8,758.20
7/10/2025	9105992 ULINE, INC.	STACKABLE BINS, SHIPPING SHELVING, SHIPPING SHELVING, SHIPPING NARROW AISLE LADDER NARROW AISLE LADDER, SHIPPING STACKABLE BINS, SHIPPING TOTE CART WITH TOTES, SHIPPING TOTE CART WITH TOTES	1,787.03

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7/10/2025	9105993 UNITED PARCEL SERVICE	SHIPMENT-SAMPLE PATCHES FOR DESIGN LAB SURCHARGE INVOICE- 000000173EE9085	24.61
7/10/2025	9105994 UNITED SITE SERVICES OF FLORIDA LLC PRE013 SPRING FESTIVAL PRE033 MEMORIAL DAY CEL@MT PEACE	TOILET RENTALS-SPRING FESTIVAL PORTABLE POTTY -MEMORIAL DAY EVENT	1,165.00
7/10/2025	9105995 UNITED STATES POSTAL SERVICE	ACFR & CRA FINANCIAL RPT CERTIFIED MAIL USPS CERTIFIED MAIL EC	40.61
7/10/2025	9105996 UNIVERSITY OF FLORIDA	REFRESHER-TS OPERATOR- T.IRVING CLASS C	795.00
7/10/2025	9105997 UPS STORE, THE	SEND MEDVAULT DOOR TO KNOX COMPANY UPS PO CHECK TO VENDOR FROM 34769 TO 78664	83.31
7/10/2025	9105998 USAMM,LLC	RIBBON MEDAL MOUNTS, LEAF CLUSTERS, SHIPPING NAVAL RESERVE RIBBON, SHIPPING NAVAL RESERVE RIBBON, SHIPPING RIBBON MEDAL MOUNTS, LEAF CLUSTERS	203.48
7/10/2025	9105999 W.W. GRAINGER, INC.	TAPE DISPENSER,PACKING TAPE CLPS BULK CTR BLACK - LOGISTICS TWO SHOVELS & ORANGE RIBBON FLAGGING TAPE,ORANGE, ROLLS SURGE PROTECTOR FOR FD 32 PLASTIC BAGS YELLOW CAR WASH BRUSHES UMBRELLA BAGS- CITY HALL LOBBY UMBRELLA BAG HOLDER- CITY HALL LOBBY TAMPER,STEEL HANDLE,BLADE	2,496.21
7/10/2025	9106002 WAL-MART COMMUNITY		1,324.81

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	PRE006 HOPKINS PARK SUMMER CAMP	WASH CLOTH, CUP, SPONGE	
	PRE005 WORLDS LARGEST SWIM LESSN	RED SPRAY PAINT	
	PRE005 WORLDS LARGEST SWIM LESSN	SPRAY PAINT, HOLE PUNCH HOSE, TAXES PND REF	
	PRE005 WORLDS LARGEST SWIM LESSN	SPRAY PAINT, HOLE PUNCH HOSE, TAXES PND REF	
		CUPS, SPLENDIA, STIRS, COLOMB, COCONT, FR VAN	
	PRE005 WORLDS LARGEST SWIM LESSN	SPRAY PAINT, HOLE PUNCH HOSE, TAXES PND REF	
		WASP SPRAY-TRNG BLDG, VACUUM-FS32	
	PRE002 SUMMER CAMP	PUZZLES,TAPE,SLEEP MASK, CUPS	
		CLASSIC,OREO,NUTTER BUTTER	
		ERT HELMETS	
		CR APPLD 000130-28528067 RFND ERT HELMETS	
		UNIFORM PANTS-C.GONZALEZ	
		JEANS UNIFORM - SHANE RHEAUME, #1960	
		WATER-YARD PERSONNEL	
		PLANTERS,ANNUALS- GIVE-A-WAY BASKET	
		CUPS, SPLENDIA, STIRS, COLOMB, COCONT, FR VAN	
		TV-CET NEW BLDG	
		FOOD BAG	
		WIRE RACKS	
	PRE002 SUMMER CAMP	SKITTLES, OREOS	
		27DC POOL VACUUM BATRY, FL BATRY FEE, CORE CHRG	
7/10/2025	9106003 WATER SAFETY PRODUCTS, INC.		709.67
		PROMOTION SHIRTS,SHIPPING	
		PROMOTION SHIRTS	
7/10/2025	9106004 WAWA, INC.		282.04
		FUEL FOR GENERATOR	
		FUEL-PREVENTION GENERATOR	
		FUEL FOR GENERATOR	
		FUEL	
		NON-ETHANOL FUEL-BOAT 31	
		FUEL - TRAILER GENERATOR	
7/10/2025	9106005 WAYTEK, INC.		375.14
		SHOP SUPPLIES CABLE TIES	
		SHOP SUPPLIES SHIPPING	
7/10/2025	9106006 WEBBY ENTERPRISES LLC		4,825.00
		TOWER TECHS, HOSE CLAMPS, TOWABLE LIFT	

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7/10/2025	9106007 WOWZA MEDIA SYSTEMS, LLC	CLOUD STANDAR SILVER SUB 6/5/25 - 7/4/25	347.17
7/10/2025	9106008 ZOOM VIDEO COMMUNICATIONS, INC.	ZOOM 06.09.25-07.08.25	267.90
7/10/2025	9106009 ZOPAX INSPECTIONS AND SERVICE, LLC	BACKFLOW SRVCS REPAIRS	11,012.50
7/10/2025	9106010 1UP USA	10 QUIK RACKS- PATROL BICYCLES	4,200.00
7/10/2025	9106011 24HOURWRISTBANDS.COM	PATCHES & PINS-SAMI'S BIRTHDAY	558.00
7/10/2025	9106012 3CMA	3CMA MEMBERSHIP DUES MARYEMMA BACHELDER	400.00
	Grand Total		11,474,557