

# **OSCEOLA VILLAGE CENTER**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**April 9, 2025**

**BOARD OF SUPERVISORS  
REGULAR MEETING  
AGENDA**

**OSCEOLA VILLAGE CENTER  
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA  
LETTER**

# Osceola Village Center Community Development District

## OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

April 2, 2025

Board of Supervisors  
Osceola Village Center Community Development District

### ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Dear Board Members:

The Board of Supervisors of the Osceola Village Center Community Development District will hold a Regular Meeting on April 9, 2025 at 11:00 a.m., at the Hampton Inn & Suites by Hilton, 4971 Calypso Cay Way, Kissimmee, Florida 34746. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date
4. Consideration of Resolution 2025-02, Declaring a Vacancy in Seat 3, Seat 4 and Seat 5 of the Board of Supervisors; and Providing an Effective Date
5. Consider Appointment to Fill Unexpired Term of Seat 3; *Term Expires November 202\_*
  - Administration of Oath of Office (*the following to be provided under separate cover*)
    - A. Required Ethics Training and Disclosure Filing
      - Sample Form 1 2023/Instructions
    - B. Membership, Obligations and Responsibilities
    - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
    - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
6. Consider Appointment to Fill Unexpired Term of Seat 4; *Term Expires November 202\_*
  - Administration of Oath of Office

7. Consider Appointment to Fill Unexpired Term of Seat 5; *Term Expires November 202\_*
  - Administration of Oath of Office
8. Consideration of Resolution 2025-03, Electing and Removing Officers of the District, and Providing for an Effective Date
9. Consideration of Resolution 2025-04, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
10. Consideration of Resolution 2025-05, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
11. Consideration of Resolution 2025-06, Accepting the Certification of the District Engineer that the Series 2021 Project is Complete; Declaring the Series 2021 Project Complete; Finalizing the Special Assessments Securing the District's Series 2021 Special Assessment Bonds; Providing for a Supplement to the Improvement Lien Book; Providing for Severability, Conflicts, and an Effective Date
12. Consideration of Resolution 2025-07, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
13. Ratification of Osceola County Property Appraiser Data Sharing and Usage Agreement
14. Acceptance of Unaudited Financial Statements as of February 28, 2025
15. Approval of Minutes
  - A. August 14, 2024 Regular Meeting
  - B. November 5, 2024 Landowners' Meeting
16. Staff Reports
  - A. District Counsel: *Kutak Rock LLP*
  - B. District Engineer: *Poulos & Bennett, LLC*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*
    - NEXT MEETING DATE: May 14, 2025 at 11:00 AM

○ QUORUM CHECK

SEAT 1	TAYLOR SULPIZII	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2	RYAN FARRELL	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3		<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 4	MIKE SPECCHIO	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5	ROBERT HOLMGREN	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

17. Board Members' Comments/Requests

18. Public Comments

19. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (410) 207-1802.

Sincerely,  
  
Kristen Suit  
District Manager

**FOR BOARD AND STAFF TO ATTEND BY TELEPHONE**  
**CALL-IN NUMBER: 1-888-354-0094**  
**PARTICIPANT PASSCODE: 943 865 3730**

**OSCEOLA VILLAGE CENTER  
COMMUNITY DEVELOPMENT DISTRICT**

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## RESOLUTION 2025-01

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), *FLORIDA STATUTES*, AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Osceola Village Center Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Kissimmee, Florida; and

**WHEREAS**, pursuant to Section 190.006(2), *Florida Statutes*, a landowners meeting is required to be held within 90 days of the District's creation and every two (2) years following the creation of the District for the purpose of electing supervisors of the District; and

**WHEREAS**, such landowners meeting was held at which the below recited persons were duly elected by virtue of the votes cast in their favor; and

**WHEREAS**, the Board of Supervisors of the District, by means of this Resolution, desire to canvass the votes and declare and certify the results of said election.

### NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT:

1. **ELECTION RESULTS.** The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

BOARD OF SUPERVISORS	SEAT	VOTES
Vacant	Seat 3	0 Votes
Vacant	Seat 4	0 Votes
Vacant	Seat 5	0 Votes

2. **TERMS.** In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisors, the above-named persons are declared to have been elected for the following term of office:

BOARD OF SUPERVISORS	SEAT	TERM OF OFFICE
Vacant	Seat 3	___-Year Term
Vacant	Seat 4	___-Year Term
Vacant	Seat 5	___-Year Term

3. **EFFECTIVE DATE.** This resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 9th day of April, 2025.

Attest:

**OSCEOLA VILLAGE CENTER COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors



**OSCEOLA VILLAGE CENTER  
COMMUNITY DEVELOPMENT DISTRICT**

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## **RESOLUTION 2025-02**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT DECLARING A VACANCY IN SEAT 3, SEAT 4 AND SEAT 5 OF THE BOARD OF SUPERVISORS; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Osceola Village Center Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, on November 5, 2024, three (3) members were to be elected to the District Board of Supervisors (the “Board”) as that term is defined in Section 190.006(2)(b), Florida Statutes; and

**WHEREAS**, the District published a notice in a newspaper of general circulation as prescribed in Florida law; and

**WHEREAS**, due to no Landowners, Landowner representatives or Proxy Holders being present, the election of Landowners could not occur; and

**WHEREAS**, the Board shall declare the three (3) seats vacant; and

**WHEREAS**, three (3) Supervisors are to be appointed to the vacant seats, thereafter; and

**WHEREAS**, the term of two (2) Supervisors will expire November 2028, the term of the third Supervisor will expire November 2026. The term of office for the Supervisors will commence upon appointment; and

**WHEREAS**, the Board finds that it is in the best interests of the District to adopt this Resolution declaring the seats available for election as vacant.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The following seats are hereby declared vacant effective as of November 5, 2024:

Seat #3 (currently Vacant)  
Seat #4 (currently held by Mike Specchio)  
Seat #5 (currently held by Robert Holmgren)

**SECTION 2.** Until such time as the District Board nominates a Supervisor to fill the vacancies declared in Section 1 above, the incumbent Board Members of the respective seats shall remain in office.

**SECTION 3.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 9th day of April, 2025.

**ATTEST:**

**OSCEOLA VILLAGE CENTER COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**OSCEOLA VILLAGE CENTER  
COMMUNITY DEVELOPMENT DISTRICT**

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**RESOLUTION 2025-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT  
DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT  
AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Osceola Village Center Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District’s Board of Supervisors desires to elect and remove Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
SUPERVISORS OF OSCEOLA VILLAGE CENTER COMMUNITY  
DEVELOPMENT DISTRICT THAT:**

**SECTION 1.** The following is/are elected as Officer(s) of the District effective April 9, 2025:

\_\_\_\_\_ is elected Chair  
\_\_\_\_\_ is elected Vice Chair  
\_\_\_\_\_ is elected Assistant Secretary  
\_\_\_\_\_ is elected Assistant Secretary  
\_\_\_\_\_ is elected Assistant Secretary

**SECTION 2.** The following Officer(s) shall be removed as Officer(s) as of April 9, 2025:

\_\_\_\_\_

**SECTION 3.** The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Kristen Suit is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

**PASSED AND ADOPTED THIS 9TH DAY OF APRIL, 2025.**

ATTEST:

**OSCEOLA VILLAGE CENTER COMMUNITY  
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**OSCEOLA VILLAGE CENTER  
COMMUNITY DEVELOPMENT DISTRICT**

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## RESOLUTION 2025-04

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Osceola Village Center Community Development District ("**District**"), prior to June 15, 2025, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Fiscal Year 2025/2026**"); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT:**

**1. PROPOSED BUDGET APPROVED.** The proposed budget prepared by the District Manager for Fiscal Year 2025/2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said proposed budget.

**2. SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: \_\_\_\_\_

HOUR: 11:00 a.m.

LOCATION: Hampton Inn & Suites by Hilton  
4971 Calypso Cay Way  
Kissimmee, Florida 34746

**3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Volusia County at least 60 days prior to the hearing set above.

**4. POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two (2) days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

**5. PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.



**6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**7. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 9TH DAY OF APRIL, 2025.**

**ATTEST:**

**OSCEOLA VILLAGE CENTER COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Fiscal Year 2025/2026 Proposed Budget

**Exhibit A:** Fiscal Year 2025/2026 Proposed Budget

**OSCEOLA VILLAGE CENTER  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2026**

**OSCEOLA VILLAGE CENTER  
COMMUNITY DEVELOPMENT DISTRICT  
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**OSCEOLA VILLAGE CENTER  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 2/28/2025	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 93,343				\$ 93,343
Allowable discounts (4%)	(3,734)				(3,734)
Assessment levy: on-roll - net	89,609	\$ 89,632	\$ -	\$ 89,632	89,609
Total revenues	89,609	89,632	-	89,632	89,609
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Management/accounting/recording	45,000	18,750	26,250	45,000	45,000
Legal	20,000	1,288	18,712	20,000	20,000
Engineering	1,000	-	1,000	1,000	1,000
Audit	4,500	-	4,500	4,500	4,500
Arbitrage rebate calculation	500	-	500	500	500
Dissemination agent	1,000	417	583	1,000	1,000
Trustee	5,000	-	5,000	5,000	5,000
Telephone	200	83	117	200	200
Postage	500	69	431	500	500
Printing & binding	500	208	292	500	500
Legal advertising	1,500	210	1,290	1,500	1,500
Annual special district fee	175	175	-	175	175
Insurance	5,700	5,814	-	5,814	5,700
Meeting room rental	750	-	750	750	750
Contingencies/bank charges	500	661	-	661	500
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	-	210	210	210
Tax collector	1,867	1,791	76	1,867	1,867
Total professional & administrative	89,607	29,466	60,416	89,882	89,607
Excess/(deficiency) of revenues over/(under) expenditures	2	60,166	(60,416)	(250)	2
Fund balance - beginning (unaudited)	10,625	31,610	91,776	31,610	31,360
Fund balance - ending	\$ 10,627	\$ 91,776	\$ 31,360	\$ 31,360	\$ 31,362

**OSCEOLA VILLAGE CENTER  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

Management/accounting/recording	\$ 45,000
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**Wrathell, Hunt and Associates, LLC** (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.

Legal	20,000
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General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.

Engineering	1,000
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The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.

Audit	4,500
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Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.

Arbitrage rebate calculation	500
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To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.

Dissemination agent	1,000
---------------------	-------

The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.

Trustee	5,000
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Annual fee for the service provided by trustee, paying agent and registrar.

Telephone	200
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Telephone and fax machine.

Postage	500
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Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & binding	500
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Letterhead, envelopes, copies, agenda packages

Legal advertising	1,500
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The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.

**EXPENDITURES (continued)**

Annual special district fee	175
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Annual fee paid to the Florida Department of Economic Opportunity.

Insurance	5,700
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The District will obtain public officials and general liability insurance.

Meeting room rental	750
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Contingencies/bank charges	500
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Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.

Website hosting & maintenance	705
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Website ADA compliance	210
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Tax collector	1,867
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Total expenditures	\$ 89,607
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**OSCEOLA VILLAGE CENTER  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND SERIES 2021 BOND BUDGET  
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 2/28/2025	Projected through 9/30/2025	Total Projected & Actual	Budget FY 2026
<b>REVENUES</b>					
Assessment levy: on-roll	\$ 258,473				\$ 258,473
Allowable discounts (4%)	(10,339)				(10,339)
Net assessment levy - on-roll	248,134	\$ 248,219	\$ -	\$ 248,219	248,134
Interest	-	4,062	-	4,062	-
Total revenues	248,134	252,281	-	252,281	248,134
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	95,000	-	95,000	95,000	100,000
Interest	143,328	71,664	71,664	143,328	141,071
Tax collector	5,169	4,960	209	5,169	5,169
Total expenditures	243,497	76,624	166,873	243,497	246,240
Excess/(deficiency) of revenues over/(under) expenditures	4,637	175,657	(166,873)	8,784	1,894
Fund balance:					
Net increase/(decrease) in fund balance	4,637	175,657	(166,873)	8,784	1,894
Beginning fund balance (unaudited)	241,040	232,341	407,998	232,341	241,125
Ending fund balance (projected)	<u>\$ 245,677</u>	<u>\$ 407,998</u>	<u>\$241,125</u>	<u>\$241,125</u>	<u>243,019</u>
Use of fund balance:					
Debt service reserve account balance (required)					(120,191)
Interest expense - November 1, 2026					(69,348)
Projected fund balance surplus/(deficit) as of September 30, 2026					<u>\$ 53,480</u>

**OSCEOLA VILLAGE CENTER  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2021 BOND AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/25			70,535.63	70,535.63	3,955,000.00
05/01/26	100,000.00	2.375%	70,535.63	170,535.63	3,855,000.00
11/01/26			69,348.13	69,348.13	3,855,000.00
05/01/27	100,000.00	2.875%	69,348.13	169,348.13	3,755,000.00
11/01/27			67,910.63	67,910.63	3,755,000.00
05/01/28	105,000.00	2.875%	67,910.63	172,910.63	3,650,000.00
11/01/28			66,401.25	66,401.25	3,650,000.00
05/01/29	105,000.00	2.875%	66,401.25	171,401.25	3,545,000.00
11/01/29			64,891.88	64,891.88	3,545,000.00
05/01/30	110,000.00	2.875%	64,891.88	174,891.88	3,435,000.00
11/01/30			63,310.63	63,310.63	3,435,000.00
05/01/31	115,000.00	2.875%	63,310.63	178,310.63	3,320,000.00
11/01/31			61,657.50	61,657.50	3,320,000.00
05/01/32	115,000.00	3.300%	61,657.50	176,657.50	3,205,000.00
11/01/32			59,760.00	59,760.00	3,205,000.00
05/01/33	120,000.00	3.300%	59,760.00	179,760.00	3,085,000.00
11/01/33			57,780.00	57,780.00	3,085,000.00
05/01/34	125,000.00	3.300%	57,780.00	182,780.00	2,960,000.00
11/01/34			55,717.50	55,717.50	2,960,000.00
05/01/35	130,000.00	3.300%	55,717.50	185,717.50	2,830,000.00
11/01/35			53,572.50	53,572.50	2,830,000.00
05/01/36	135,000.00	3.300%	53,572.50	188,572.50	2,695,000.00
11/01/36			51,345.00	51,345.00	2,695,000.00
05/01/37	140,000.00	3.300%	51,345.00	191,345.00	2,555,000.00
11/01/37			49,035.00	49,035.00	2,555,000.00
05/01/38	140,000.00	3.300%	49,035.00	189,035.00	2,415,000.00
11/01/38			46,725.00	46,725.00	2,415,000.00
05/01/39	145,000.00	3.300%	46,725.00	191,725.00	2,270,000.00
11/01/39			44,332.50	44,332.50	2,270,000.00
05/01/40	150,000.00	3.300%	44,332.50	194,332.50	2,120,000.00
11/01/40			41,857.50	41,857.50	2,120,000.00
05/01/41	155,000.00	3.300%	41,857.50	196,857.50	1,965,000.00
11/01/41			39,300.00	39,300.00	1,965,000.00
05/01/42	165,000.00	4.000%	39,300.00	204,300.00	1,800,000.00
11/01/42			36,000.00	36,000.00	1,800,000.00
05/01/43	170,000.00	4.000%	36,000.00	206,000.00	1,630,000.00
11/01/43			32,600.00	32,600.00	1,630,000.00
05/01/44	175,000.00	4.000%	32,600.00	207,600.00	1,455,000.00
11/01/44			29,100.00	29,100.00	1,455,000.00
05/01/45	185,000.00	4.000%	29,100.00	214,100.00	1,270,000.00



**OSCEOLA VILLAGE CENTER  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2021 BOND AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/45			25,400.00	25,400.00	1,270,000.00
05/01/46	190,000.00	4.000%	25,400.00	215,400.00	1,080,000.00
11/01/46			21,600.00	21,600.00	1,080,000.00
05/01/47	200,000.00	4.000%	21,600.00	221,600.00	880,000.00
11/01/47			17,600.00	17,600.00	880,000.00
05/01/48	205,000.00	4.000%	17,600.00	222,600.00	675,000.00
11/01/48			13,500.00	13,500.00	675,000.00
05/01/49	215,000.00	4.000%	13,500.00	228,500.00	460,000.00
11/01/49			9,200.00	9,200.00	460,000.00
05/01/50	225,000.00	4.000%	9,200.00	234,200.00	235,000.00
11/01/50			4,700.00	4,700.00	235,000.00
05/01/51	235,000.00	4.000%	4,700.00	239,700.00	-
11/01/51			-	-	-
<b>Total</b>	<b>3,955,000.00</b>		<b>2,306,361.30</b>	<b>6,261,361.30</b>	

**OSCEOLA VILLAGE CENTER  
COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT  
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

<b>On-Roll Assessments</b>					
<b>Unit Type</b>	<b>Units</b>	<b>FY 2026 O&amp;M Assessment per Unit</b>	<b>FY 2026 DS Assessment per Unit</b>	<b>FY 2026 Total Assessment per Unit</b>	<b>FY 2025 Total Assessment per Unit</b>
Single Family	118	\$ 390.72	\$ 1,073.57	\$ 1,464.29	\$ 1,464.29
Townhome	186	253.97	708.56	962.53	962.53
	<u>304</u>				

**OSCEOLA VILLAGE CENTER  
COMMUNITY DEVELOPMENT DISTRICT**

**10**

**RESOLUTION 2025-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Osceola Village Center Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within the City of Kissimmee, Florida; and

**WHEREAS**, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

**WHEREAS**, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation within the county in which the District is located.

**WHEREAS**, the Board desires to adopt the Fiscal Year 2025/2026 annual meeting schedule attached as **Composite Exhibit A**.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT:**

1. The Fiscal Year 2025/2026 annual meeting schedule attached hereto and incorporated by reference herein as **Composite Exhibit A** is hereby approved and will be published in accordance with the requirements of Florida law and will also be provided to applicable governing authorities.

2. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 9th day of April, 2025.

**ATTEST:**

**OSCEOLA VILLAGE CENTER COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

Composite Exhibit A

OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Hampton Inn &amp; Suites by Hilton, 4971 Calypso Cay Way, Kissimmee, Florida 34746</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 8, 2025	Regular Meeting	11:00 AM
November 12, 2025	Regular Meeting	11:00 AM
December 10, 2025	Regular Meeting	11:00 AM
January 14, 2026	Regular Meeting	11:00 AM
February 11, 2026	Regular Meeting	11:00 AM
March 11, 2026	Regular Meeting	11:00 AM
April 8, 2026	Regular Meeting	11:00 AM
May 13, 2026	Regular Meeting	11:00 AM
June 10, 2026	Regular Meeting	11:00 AM
July 8, 2026	Regular Meeting	11:00 AM
August 12, 2026	Regular Meeting	11:00 AM
September 9, 2026	Regular Meeting	11:00 AM

**OSCEOLA VILLAGE CENTER  
COMMUNITY DEVELOPMENT DISTRICT**

**11**

## RESOLUTION 2025-06

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT ACCEPTING THE CERTIFICATION OF THE DISTRICT ENGINEER THAT THE SERIES 2021 PROJECT IS COMPLETE; DECLARING THE SERIES 2021 PROJECT COMPLETE; FINALIZING THE SPECIAL ASSESSMENTS SECURING THE DISTRICT'S SERIES 2021 SPECIAL ASSESSMENT BONDS; PROVIDING FOR A SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Osceola Village Center Community Development District ("**District**") was established by Ordinance 21-02, of the City Commission of the City of Kissimmee, Florida, for the purpose of providing infrastructure improvements, facilities, and services to the lands within the District as provided in Chapter 190, *Florida Statutes*; and

**WHEREAS**, on August 11, 2021, the Board of Supervisors ("**Board**") of the District adopted Resolution No. 2021-39, authorizing, among other things, the issuance of not-to-exceed \$5,500,000 in aggregate principal amount of its special assessment bonds in order to finance the costs of the design, construction and/or installation of public infrastructure and improvements providing benefit to developable lands within the District; and

**WHEREAS**, the Board, after due notice and a public hearing, met as an equalizing Board pursuant to the provisions of Section 170.08, *Florida Statutes*, and adopted Resolution No. 2021-40 on September 8, 2021 (the "**Assessment Resolution**"), which, among other things:

- (1) Adopted the *First Supplemental Engineer's Report* dated August 9, 2021, which is attached to this Resolution as **Exhibit A ("Engineer's Report")**, and which describes the components of its Project, as defined in the Indenture (defined below) (the "**Series 2021 Project**"); and
- (2) Adopted the *Final Supplemental Special Assessment Methodology Report*, dated August 20, 2021, which is attached hereto as **Exhibit B ("Methodology Report")**; and
- (3) Authorized the Series 2021 Project, equalized and levied special assessments to defray the portion of the costs of the Series 2021 Project that would be financed with the Series 2021 Bonds (defined below), and provided that the levy shall be a lien on the property so assessed co-equal with the lien of all state, county, district, municipal or other governmental taxes, all in accordance with Section 170.08, *Florida Statutes*; and

**WHEREAS**, on September 10, 2021, the District issued \$4,325,000 in Osceola Village Center Community Development District Special Assessment Bonds, Series 2021 (Series 2021 Project) ("**Series 2021 Bonds**") for the purpose of the funding a portion of the construction, installation, and acquisition of the Series 2021 Project; and

**WHEREAS**, the Series 2021 Bonds were issued pursuant to that certain *Master Trust Indenture*, dated September 1, 2021, and *First Supplemental Trust Indenture*, dated September 1, 2021, each between the District and U.S. Bank National Association ("**Trustee**") (collectively, the "**Indenture**").

**WHEREAS**, the Series 2021 Project specially benefits the assessable lands in the District, as set forth in the Assessment Resolution, and it is reasonable, proper, just and right to assess the costs of the Series 2021 Project financed with the Series 2021 Bonds to the specially benefited properties within the District as set forth in the Assessment Resolution and this Resolution; and

**WHEREAS**, the Series 2021 Project, and all components thereof, have been completed; and

**WHEREAS**, pursuant to Chapter 170, *Florida Statutes*, and the Indenture, the District Engineer executed and delivered a Certificate of Completion dated October 18, 2024 ("**Engineer's Certification**"), attached hereto as **Exhibit C**, wherein the District Engineer certified the Series 2021 Project complete; and

**WHEREAS**, upon receipt of and in reliance upon the Engineer's Certification, the District's Board desires to certify the Series 2021 Project complete in accordance with the Indenture; and

**WHEREAS**, according to the records of the District, total expenditures of \$[3,986,925.39] represents the eligible Costs of the Series 2021 Project that were subject to the requisition process under the Indenture and paid by the District; and

**WHEREAS**, the completion of the Series 2021 Project resulted in a balance of \$[ 10.67 ] in the Series 2021 Acquisition and Construction Account (the "**Construction Account**"); and

**WHEREAS**, Chapter 170, *Florida Statutes*, requires that upon completion of the Series 2021 Project, the District is to credit each of the assessments the difference, if any, between the amount assessed and the actual cost of the Series 2021 Project;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.



**SECTION 2. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant the Indenture and provisions of Florida law, including Chapters 170 and 190, *Florida Statutes*.

**SECTION 3. ACCEPTANCE AND CERTIFICATION OF COMPLETION OF THE SERIES 2021 PROJECT.** The Board hereby accepts the Consulting Engineer's Certification, attached hereto as **Exhibit C**, and certifies the Series 2021 Project complete in accordance with the Assessment Resolution and the Indenture. The Completion Date, as that term is defined in the Master Trust Indenture, shall be the date of the Consulting Engineer's Certification.

**SECTION 4. FINALIZATION OF SPECIAL ASSESSMENTS SECURING SERIES 2021 BONDS.** Pursuant to Section 170.08, *Florida Statutes*, and the Assessment Resolution, special assessments securing the Series 2021 Bonds on all developable land within the District are to be credited the difference in the assessment as originally made, approved, and confirmed and a proportionate part of the actual project costs of the Series 2021 Project. Attached hereto as **Exhibit B**, and incorporated herein by reference, is the Methodology Report which accurately reflects the amount of special assessments securing repayment of the Series 2021 Bonds. Therefore, pursuant to Section 170.08, *Florida Statutes*, and the Assessment Resolution, the special assessments on parcels specially benefitted by the Series 2021 Project are hereby finalized in the amount of the outstanding debt due on the Series 2021 Bonds in accordance with **Exhibit B** herein, and is apportioned in accordance with the methodology described in **Exhibit B** and with the Final Assessment Lien Roll attached hereto as **Exhibit D**.

**SECTION 5. IMPROVEMENT LIEN BOOK.** Immediately following the adoption of this Resolution, the special assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's "Improvement Lien Book." The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

**SECTION 6. OTHER PROVISIONS REMAIN IN EFFECT.** This Resolution is intended to supplement the Assessment Resolution which remains in full force and effect. This Resolution and the Assessment Resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

**SECTION 7. SEVERABILITY.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

**SECTION 8. CONFLICTS.** All District resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

**SECTION 9. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this 9th day of April, 2025.

ATTEST:

**OSCEOLA VILLAGE CENTER COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Exhibit A: *First Supplemental Engineer's Report* dated August 9, 2021  
Exhibit B: *Final Supplemental Special Assessment Methodology Report*, dated August 20, 2021  
Exhibit C: Consulting Engineer's Certification  
Exhibit D: Final Assessment Lien Roll

EXHIBIT A

*First Supplemental Engineer's Report* dated August 9, 2021

# Osceola Village Center Community Development District FIRST SUPPLEMENTAL ENGINEER'S REPORT

**Prepared For**

Osceola Village Center Community Development District

**Date**

August 9, 2021



2602 East Livingston Street | Orlando, Florida 32803 | Tel: 407.487.2594 | [www.poulosandbennett.com](http://www.poulosandbennett.com)  
FBPE Certificate of Authorization No. 28567

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<i>Exhibit 10</i>	<i>Estimate of Probable Capital Improvement Costs</i>

## ***Section 1 Introduction***

### ***1.1. Background***

The Engineer's Report dated April 15, 2021 described the scope and estimated cost for the Capital Improvement Plan (the "CIP") for the Osceola Village Center Community Development District (the "District") and was estimated to cost \$7.55 million and included construction of the master stormwater management system, the sanitary sewer system, potable water, and reclaimed water mains, utility improvements recreational amenities, and perimeter landscape and irrigation improvements within the District Boundary. This First Supplemental Engineer's Report, revised July 2, 2021, has been prepared to further assist in the financing and construction of a portion of the public infrastructure components serving the development within the District. The CIP is amended as described below whereby the recreational amenities and features will be funded by the Developer instead of by the District with a revised total estimated cost for the CIP of \$6.78 million.

Capital Improvements reflected in the Report represent the current Capital Improvement Plan for the District. Cost Estimates contained in this report are based upon contracted amounts, proposals, and best available information.

The following sections of the Engineer's Report dated April 15, 2021 are amended to read as follows:

## ***Section 5 Description of Capital Improvement Plan***

### ***5.2 Master Infrastructure***

#### ***5.2.5 Recreational Amenities, Parks, Landscape & Hardscape***

The District will fund parks, landscape and hardscape construction within roadways and common areas which may include perimeter landscape buffers, master signage, way finding signage, entry hardscape features, entry landscape, street landscape and hardscape, pedestrian trails, and street trees. The District will own and maintain foregoing improvements.

The Developer will fund recreational amenities and features including the clubhouse and pool, tot lots, and recreation tract landscape and hardscape. Such improvements will be owned and maintained by the HOA.

## ***Section 8 Estimate of Probable Capital Improvements Costs & Schedule***

The Estimate of Probable Capital Improvements Plan Costs is provided in Exhibit 10. Costs associated with construction of the improvements described in this report have been primarily based on contract costs and proposals. Other soft costs include portions of the surveying, design and engineering for the described work, regulatory permitting inspection fees and materials testing.

## ***Section 9 Conclusions and Summary Opinion***

The Capital Improvement Plan as described is necessary for the functional development of the property within the District as required by the applicable local governmental agencies. The planning and design of the infrastructure will be in accordance with current governmental regulatory requirements. The public

**Osceola Village Center Development District  
First Supplemental Engineer's Report for Capital Improvements**

infrastructure as described in this Report will serve its intended function provided the construction is in substantial compliance with the future design and permits which will be required by the District for the various jurisdictional entities outlined earlier in this report. In addition to the non-ad valorem assessments to be levied and collected to pay debt service on the proposed bonds, the District will levy and collect an annual "Operating and Maintenance" assessment to be determined, assessed and levied by the District's Board of Supervisors upon the assessable real property within the District, for the purpose of defraying the cost and expenses of maintaining District-owned improvements. Alternatively, the District can also consider contracting with the Homeowner's Association (HOA) to have the HOA budget for the maintenance of District improvements.

The construction costs for the District's Capital Improvement Plan in this report are based on the engineering plans for the District as currently proposed. In our professional opinion, and to the best of our knowledge and belief, the costs provided herein for the District are reasonable to complete the construction of the infrastructure improvements described herein. All of the proposed infrastructure Capital Improvement Plan costs are public improvements or community facilities as set forth in sections 190.012(1) and (2) of the Florida Statutes.

The summary of probable infrastructure construction costs is only an opinion and not a guaranteed maximum price. Historical costs, actual bids and information from other professionals or contractors have been used in the preparation of this report. Contractors who have contributed in providing the cost data included in this report are reputable entities with experience in Central Florida. It is therefore our opinion that the construction of the proposed District Capital Improvement Plan can be completed at the costs as stated.

The labor market, future costs of equipment and materials, increased regulatory actions and requirements, and the actual construction process are all beyond our control. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this opinion.

**As District Engineer:  
Poulos & Bennett, LLC**



---

R. Lance Bennett, P.E.  
State of Florida Professional Engineer No. 50698

# **Exhibits**



EXHIBIT 10  
Osceola Village Center CDD  
Estimate of Probable Capital Improvement Costs  
July 2, 2021

<b>Facility</b>	<b>Estimated Cost</b>
Roadways (Asphalt, Base, Subgrade, Sidewalk & Curb)	\$ 1,345,780.86
Stormwater System (Pipes, Structures & Pond)	\$ 1,153,293.81
Potable Water Distribution System (Pipes, Fittings, Valves, etc.)	\$ 422,863.78
Wastewater System (Pipes, Structures, Forcemain & Lift Station)	\$ 1,121,575.22
Reclaimed Water Distribution System (Pipes, Fittings, Valves, etc.)	\$ 208,434.37
Parks, Landscape & Hardscape	\$ 603,058.58
Street Lighting & Electrical	\$ 1,244,000.00
Offsite Improvements (Offsite Turn Lane & Drainage)	\$ 65,517.71
<b>Subtotal</b>	<b>\$ 6,164,524.33</b>
<b>Professional Fees (10%)</b>	<b>\$ 616,452.43</b>
<b>Total</b>	<b>\$ 6,780,976.76</b>

EXHIBIT B

*Final Supplemental Special Assessment Methodology Report, dated August 20, 2021*

# OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT

## Final Supplemental Special Assessment Methodology Report

August 20, 2021



Provided by:

**Wrathell, Hunt and Associates, LLC**

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

Fax: 561-571-0013

Website: [www.whhassociates.com](http://www.whhassociates.com)

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## **1.0 Introduction**

### **1.1 Purpose**

This Final Supplemental Special Assessment Methodology Report (the “Supplemental Report”) was developed to supplement the Master Special Assessment Methodology Report (the “Master Report”) dated March 31, 2021 and to provide a supplemental financing plan and a supplemental special assessment methodology for the Osceola Village Center Community Development District (the “District”), located within the municipal boundaries of the City of Kissimmee, Osceola County, Florida. This Supplemental Report was developed in relation to funding by the District of a portion of the costs of public infrastructure improvements contemplated to be provided by the District.

### **1.2 Scope of the Supplemental Report**

This Supplemental Report presents projections for financing a portion of the District’s public infrastructure improvements (the “Capital Improvement Plan”) as described in the Engineer’s Report of Poulos & Bennett dated April 15, 2021 (the “Engineer’s Report”) as supplemented by the First Supplemental Engineer’s Report dated August 9, 2021 (the “Supplemental Engineer’s Report”), as well as describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of a portion of the Capital Improvement Plan as described in the Engineer’s Report and Supplemental Engineer’s Report.

### **1.3 Special Benefits and General Benefits**

Improvements undertaken and funded in part by the District as part of the Capital Improvement Plan create special and peculiar benefits, different in kind and degree than general benefits, for properties within its borders as well as general benefits to the public at large. However, as discussed within this Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the District. The District’s Capital Improvement Plan enables properties within its boundaries to be developed.

There is no doubt that the general public, property owners, and property outside the District will benefit from the provision of the Capital Improvement Plan. However, these benefits are only incidental since the Capital Improvement Plan is designed solely to

provide special benefits peculiar to property within the District. Properties outside the District are not directly served by the Capital Improvement Plan and do not depend upon the Capital Improvement Plan to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which District properties receive compared to those lying outside of the District's boundaries.

The Capital Improvement Plan will provide infrastructure and improvements which are all necessary in order to make the lands within the District developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the District to increase by more than the sum of the financed cost of the individual components of the Capital Improvement Plan. Even though the exact value of the benefits provided by the Capital Improvement Plan is hard to estimate at this point, it is without doubt greater than the costs associated with providing same.

#### **1.4 Organization of the Supplemental Report**

*Section Two* describes the development program as proposed by the Developer, as defined below.

*Section Three* provides a summary of the Capital Improvement Plan as determined by the District Engineer.

*Section Four* discusses the financing program for the District.

*Section Five* discusses the special assessment methodology for the District.

### **2.0 Development Program**

#### **2.1 Overview**

The District serves the Osceola Village Center development (the "Development" or "Osceola Village Center"), a master planned, residential development located in the City of Kissimmee, Osceola County, Florida. The land within the District consists of approximately 66.91 +/- acres and is generally located east of US Hwy 17/92 (South John Young Parkway) approximately two miles south of US Hwy 192 (West Vine Street).

## **2.2 The Development Program**

The development of Osceola Village Center is anticipated to be conducted by Avex Homes, LLC or its associates (the “Developer”). Based upon the information provided by the Developer, the current development plan envisions a total of 304 residential units developed in three (3) phases, although land use types and unit numbers may change throughout the development period. Table 1 in the *Appendix* illustrates the development plan for the District.

## **3.0 The Capital Improvement Plan**

### **3.1 Overview**

The public infrastructure costs to be funded by the District are described by the District Engineer in the Engineer's Report and Supplemental Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

### **3.2 Capital Improvement Plan**

The Capital Improvement Plan needed to serve the Development is Capital Improvement Plan to consist of roadways, storm water management, potable water, wastewater, and reclaimed water utilities, parks, landscape and hardscape, street lights and differential cost of electrical distribution line undergrounding, all as set forth in more detail in the Engineer's Report and Supplemental Engineer's Report.

All of the infrastructure included in the Capital Improvement Plan will comprise an interrelated system of improvements, which means that all of the improvements will serve the entire District and all improvements will be interrelated such that they will reinforce one another. At the time of this writing, the total costs of the Capital Improvement Plan are estimated at \$6,780,976.76. Table 2 in the *Appendix* illustrates the specific components of the Capital Improvement Plan and their costs.

## **4.0 Financing Program**

### **4.1 Overview**

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the District. It is the District's intention to finance a portion of the Capital Improvement Plan with proceeds of the Special Assessment Revenue Bonds, Series 2021 (the "Series 2021 Bonds") issued in the principal amount of \$4,325,000.

The Series 2021 Bonds will finance infrastructure construction/acquisition costs in the estimated amount of \$3,985,110.94. As the Series 2021 Bonds will finance only a portion of the costs of the Capital Improvement Plan, the balance of the costs in the estimated amount of \$2,795,865.82 will be funded by the Developer as a Developer Contribution under a completion agreement that will be entered into by the District and Developer.

### **4.2 Types of Bonds Proposed**

The supplemental financing plan for the District provides for the issuance of the Series 2021 Bonds in the principal amount of \$4,325,000 to finance a portion of the Capital Improvement Plan projected to total \$3,985,110.94. The Series 2021 Bonds are structured to be amortized in 30 annual installments following an approximately 2-month capitalized interest period. Interest payments on the Series 2021 Bonds will be made every May 1 and November 1 and principal payments on the Series 2021 Bonds will be made every May 1.

In order to finance the improvement and other costs, the District needs to borrow more funds and incur indebtedness in the principal amount of \$4,325,000. The difference is comprised of debt service reserve, capitalized interest, costs of issuance, underwriter's discount, and a premium. Final sources and uses of funding for the Series 2021 Bonds are presented in Table 3 in the *Appendix*.

## **5.0 Assessment Methodology**

### **5.1 Overview**

The issuance of the Series 2021 Bonds provides the District with a portion of funds necessary to construct/acquire the infrastructure improvements which are part of the Capital Improvement Plan



outlined in *Section 3.2* and described in more detail by the District Engineer in the Engineer's Report and Supplemental Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to properties within the boundaries of the District. General benefits accrue to areas outside the District, but are only incidental in nature. The debt incurred in financing the public infrastructure will be secured by assessing properties that derive special and peculiar

benefits from the Capital Improvement Plan. All properties that receive special benefits from the Capital Improvement Plan will be assessed for their fair share of the debt issued in order to finance the Capital Improvement Plan.

## **5.2 Benefit Allocation**

The current development plan for the District envisions the development of a total of 304 residential units developed in three (3) phases, although unit numbers and land use types may change throughout the development period.

The public infrastructure included in the Capital Improvement Plan will comprise an interrelated system of improvements, which means that all of the improvements will serve the entire District and such public improvements will be interrelated such that they will reinforce each other and their combined benefit will be greater than the sum of their individual benefits. All of the land uses within the District will benefit from each infrastructure improvement category, as the improvements provide basic infrastructure to all land within the District and benefit all land within the District as an integrated system of improvements.

As stated previously, the public infrastructure improvements included in the Capital Improvement Plan have a logical connection to the special and peculiar benefits received by the land within the District, as without such improvements, the development of the properties within the District would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within the District, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the cost of, or the actual non-ad valorem assessment amount levied on that parcel.

This Supplemental Report proposes to allocate the benefit associated with the Capital Improvement Plan to the different product types proposed to be developed within the District in proportion to their density of development and intensity of use of infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are proposed to be assigned to the product types contemplated to be developed within the District based on the densities of development and the intensities of use of infrastructure, total ERU counts for each product type, and the share of the benefit received by each product type.

The rationale behind the different ERU weights is supported by the fact that generally and on average products with smaller lot sizes will use and benefit from the improvements which are part of the Capital Improvement Plan less than products with larger lot sizes. For instance, generally and on average products with smaller lot sizes will produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than products with larger lot sizes. Additionally, the value of the products with larger lot sizes is likely to appreciate by more in terms of dollars than that of the products with smaller lot sizes as a result of the implementation of the infrastructure improvements. As the exact amount of the benefit and appreciation is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received from the District's public infrastructure improvements that are part of the Capital Improvement Plan.

In order to facilitate the marketing of the residential units within the District, the Developer requested that the District limit the amount of annual assessments for debt service on the Series 2021 Bonds (the "Series 2021 Bond Assessment") to certain predetermined levels. Table 5 in the *Appendix* presents the allocation of the costs of the Capital Improvement Plan based on the ERU benefit allocation factors present in Table 4 in the *Appendix*. Further, Table 5 illustrates the approximate costs of the Capital Improvement Plan that are projected to be financed with proceeds of the Series 2021 Bonds, and the approximate costs of the Capital Improvement Plan that will be funded privately by the Developer and contributed at no cost to the District (the "Developer Contribution").

Table 6 in the *Appendix* presents the apportionment of the Bond Assessment in accordance with the ERU benefit allocation method presented in Table 4 in the *Appendix* **as modified by the effects**

**of the Developer Contribution illustrated in Table 5.** Table 6 in the *Appendix* also presents the per unit annual levels of the projected annual debt service on the Series 2021 Bonds.

No Bond Assessment is allocated herein to the private amenities or other common areas planned for the development. Such amenities and areas will be owned and operated by the homeowner's association, will be available for use by all of the residents of the District, and are considered a common element for the exclusive benefit of lot owners. Accordingly, any benefit to the amenities and common areas flows directly to the benefit of all platted lots in the District. As such, no Bond Assessment will be assigned to the amenities and common areas.

### **5.3 Assigning Bond Assessment**

As the land in the District is not yet platted for its intended final use and the precise location of the various product types by lot or parcel is unknown, the Bond Assessment will initially be levied on all of the land in the District on an equal pro-rata gross acre basis and thus the total bonded debt in the amount of \$4,325,000 will be preliminarily levied on approximately 66.91 +/- gross acres at a rate \$64,639.07 per gross acre.

When the land is platted, the Bond Assessment will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 6 in the *Appendix*. Such allocation of Bond Assessment from unplatted gross acres to platted parcels will reduce the amount of Bond Assessment levied on unplatted gross acres within the District.

In the event unplatted land (the "Transferred Property") is sold to a third party not affiliated with the Developer, the Bond Assessment will be assigned to such Transferred Property at the time of the sale based on the maximum total number of ERUs assigned by the Developer to that Transferred Property, subject to review by the District's methodology consultant, to ensure that any such assignment is reasonable, supported by current development rights and plans, and otherwise consistent with this Supplemental Report. The owner of the Transferred Property will be responsible for the total Bond Assessment applicable to the Transferred Property, regardless of the total number of ERUs ultimately actually platted.

This total Bond Assessment is fixed to the Transferred Property at the time of the sale. If the Transferred Property is subsequently sub-divided into smaller parcels, the total Bond Assessment initially

allocated to the Transferred Property will be re-allocated to the smaller parcels pursuant to the Methodology as described herein (i.e. equal assessment per acre until platting).

#### **5.4 Lienability Test: Special and Peculiar Benefit to the Property**

As first discussed in *Section 1.3*, Special Benefits and General Benefits, improvements undertaken by the District create special and peculiar benefits to certain properties within the District. The District's improvements benefit assessable properties within the District and accrue to all such assessable properties on an ERU basis.

Improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. The special and peculiar benefits resulting from each improvement are:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums; and
- d. increased marketability and value of the property.

The improvements which are part of the Capital Improvement Plan make the land in the District developable and saleable and when implemented jointly as parts of the Capital Improvement Plan, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

#### **5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay**

A reasonable estimate of the proportion of special and peculiar benefits received by the various product types from the improvements is delineated in Table 4 (expressed as the ERU factors).

The apportionment of the assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within the District according to reasonable estimates of the

special and peculiar benefits derived from the Capital Improvement Plan as modified by the effects of Developer Contribution.

Accordingly, no acre or parcel of property within the District will be lienied for the payment of Bond Assessment more than the determined special benefit peculiar to that property.

## **5.6 True-Up Mechanism**

The Assessment Methodology described herein is based on conceptual information obtained from the Developer prior to construction. As development occurs it is possible that the number/type of units may change. The mechanism for maintaining the methodology over the changes is referred to as true-up.

This mechanism is to be utilized to ensure that the Bond Assessment on a per unit basis never exceeds the initially allocated assessment as contemplated in this Supplemental Report. Bond Assessment per unit preliminarily equal the levels in Table 6 in the *Appendix* and may change based on the final bond sizing. If such changes occur, the Methodology is applied to the land based on the number of units within each and every parcel.

As the land in the District is platted, the Bond Assessment is assigned to platted parcels based on the figures in Table 6 in the *Appendix*. If as a result of platting and apportionment of the Bond Assessment to the platted parcels, the Bond Assessment per unit for land that remains unplatted remains equal to the figures in Table 6 in the *Appendix*, then no true-up adjustment will be necessary.

If as a result of platting and apportionment of the Bond Assessment to the platted parcels, the Bond Assessment per unit for land that remains unplatted equals less than the figures in Table 6 in the *Appendix* (for instance as a result of a larger number of units), then the per unit Bond Assessment for all parcels within the District will be lowered if that state persists at the conclusion of platting of all land within the District.

If, in contrast, as a result of platting and apportionment of the Bond Assessment to the platted parcels, the Bond Assessment per unit for land that remains unplatted<sup>1</sup> equals more than the figures in

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<sup>1</sup> For example, if the first platting includes 100 Townhome units, then the remaining unplatted land within the District would be required to absorb 118 Single Family and 86 Townhome units, or \$3,139,379.47 in debt. If the remaining unplatted land would only be able to absorb 118 Single Family and 85 Townhome units, or \$3,127,523.26 in debt, then a true-up, payable by the owner of the land subject to the initial plat, would be due in the amount of \$11,856.21, calculated as 1 Townhome unit times \$11,856.21.

Table 6 in the *Appendix* (for instance as a result of a smaller number of units), taking into account any future development plans for the unplatted lands – in the District's sole discretion and to the extent such future development plans are feasible, consistent with existing entitlements and governmental requirements, and reasonably expected to be implemented, then the difference in Bond Assessment plus accrued interest will be collected from the owner of the property which platting caused the increase of assessment per unit to occur, in accordance with the assessment resolution and a true-up agreement to be entered into between the District and the Developer, which will be binding on assignees as provided therein.

The owner(s) of the property will be required to immediately remit to the Trustee for redemption a true-up payment equal to the difference between the actual Bond Assessment per unit and the Bond Assessment figures in Table 6 in the *Appendix*, multiplied by the actual number of units plus accrued interest to the next succeeding interest payment date on the Series 2021 Bonds, unless such interest payment date occurs within 45 days of such true-up payment, in which case the accrued interest shall be paid to the following interest payment date (or such other time as set forth in the supplemental indenture for the Series 2021 Bonds secured by the Series 2021 Bond Assessment).

In addition to platting of property within the District, any planned sale of an unplatted parcel to a third party unaffiliated builder or developer will cause the District to initiate a true-up test as described above to test whether the amount of the Bond Assessment per unit for land that remains unplatted within the District remains equal to the figures in Table 6 in the *Appendix*. The test will be based upon the development rights as signified by the number of units associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Bond Assessment transferred at sale.

Note that, in the event that the capital improvements which are part of the Capital Improvement Plan are not completed, certain contributions are not made, or under certain other circumstances, the District may be required to reallocate the Bond Assessment, provided however that the Bond Assessment would only be reallocated as among lands within the District.

## **5.7 Assessment Roll**

Based on the per gross acre assessment proposed in Section 5.2, the Bond Assessment of \$4,325,000 is proposed to be levied uniformly over the area described in Exhibit “A”. Excluding any capitalized interest period, debt service assessment shall be paid in thirty (30) annual installments.

## **6.0 Additional Stipulations**

### **6.1 Overview**

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District’s Capital Improvement Plan. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this Supplemental Report. For additional information on the Bond structure and related items, please refer to the Offering Statement associated with this transaction.

**Wrathell, Hunt and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.**

## **7.0 Appendix**

Table 1

## Osceola Village Center

### Community Development District

#### Development Plan

Product Type	Number of Units
Single Family	118
Townhome	186
<b>Total</b>	<b>304</b>

Table 2

## Osceola Village Center

### Community Development District

#### Project Costs

Improvement	Total Costs
Roadways	\$1,345,780.86
Storm Water Management	\$1,153,293.81
Potable Water	\$422,863.78
Wastewater	\$1,121,575.22
Reclaimed Water	\$208,434.37
Parks, Landscape & Hardscape	\$603,058.58
Street Lighting & Differential Cost of Electrical Distribution Line Undergrouding	\$1,244,000.00
Offsite Improvements	\$65,517.71
Professional Fees	\$616,452.43
<b>Total</b>	<b>\$6,780,976.76</b>



Table 3

## Osceola Village Center

### Community Development District

#### Final Sources and Uses of Funds

##### Sources

##### Bond Proceeds:

Par Amount	\$4,325,000.00
Premium	\$79,739.70

<b>Total Sources</b>	<b>\$4,404,739.70</b>
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##### Uses

##### Project Fund Deposits:

Project Fund	\$3,985,110.94
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##### Other Fund Deposits:

Debt Service Reserve Fund	\$120,190.00
Capitalized Interest Fund	\$21,229.99

##### Delivery Date Expenses:

Costs of Issuance	\$191,708.77
Underwriter's Discount	\$86,500.00

<b>Total Uses</b>	<b>\$4,404,739.70</b>
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Table 4

## Osceola Village Center

### Community Development District

#### Benefit Allocation

Product Type	Number of Units	ERU Weight	Total ERU
Single Family	118	1.00	118.00
Townhome	186	0.83	154.38
<b>Total</b>	<b>304</b>		<b>272.38</b>

Table 5

## Osceola Village Center

### Community Development District

#### Capital Improvement Plan Cost Allocation

Product Type	Total Capital Improvement Plan Cost Allocation*	Total Developer Contribution**	Total Capital Improvement Plan Costs Financed with Bonds
Single Family	\$2,937,643.21	\$984,482.01	\$1,953,161.20
Townhome	\$3,843,333.55	\$1,811,383.81	\$2,031,949.74
<b>Total</b>	<b>\$6,780,976.76</b>	<b>\$2,795,865.82</b>	<b>\$3,985,110.94</b>

\* Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

Table 6

## Osceola Village Center

### Community Development District

#### Assessment Apportionment

Product Type	Number of Units	Potential Par Debt Apportionment per Master Report	Total Series 2021 Bond Assessment Apportionment*	Series 2021 Bond Assessment Apportionment per Unit	Annual Series 2021 Bond Assessment Debt Service per Unit - paid in March**
Single Family	118	\$4,293,193.33	\$2,119,745.80	\$17,963.95	\$1,073.57
Townhome	186	\$5,616,806.67	\$2,205,254.20	\$11,856.21	\$708.56
<b>Total</b>	<b>304</b>	<b>\$9,910,000.00</b>	<b>\$4,325,000.00</b>		

\* In order for debt service assessments to be consistent with market conditions, a developer contribution in the amounts identified in Table 5 will be recognized

\*\* Includes costs of collection, early payment discount and assumes payment in March

## Exhibit "A"

Bond Assessment in the amount of \$4,325,000 is proposed to be levied over the area as described below designating the boundary of the District:

### LEGAL DESCRIPTION:

#### SITE 1:

A portion of Section 33, Township 25 South, Range 29 East, Osceola County, Florida, being more particularly described as follows:

COMMENCE at the Westernmost Southwest corner of VILLAS AT ESTANCIA, according to the plat thereof as recorded in Plat Book 18, Pages 63 and 64, of the Public Records of Osceola County, Florida, the following three (3) courses being along the Southerly boundary of said VILLAS AT ESTANCIA; thence South 48°43'28" East, a distance of 290.27 feet to the POINT OF BEGINNING; thence continue South 48°43'28" East, a distance of 187.38 feet; thence South 76°11'48" East, a distance of 406.12 feet to the Southeast corner of said VILLAS AT ESTANCIA, also being the Southwest corner of Lot 70, ESTANCIA, according to the plat thereof as recorded in Plat Book 15, Pages 184 and 185 of said Public Records; thence continue South 76°11'48" East along the Southerly boundary of said ESTANCIA, a distance of 420.02 feet; thence departing from said Southerly boundary run South 13°48'12" West, a distance of 190.69 feet to a point on the arc of a non-tangent curve concave to the West, the radius point of which bears South 43°30'23" West; thence Southerly along said curve having a radius of 173.75 feet, a central angle of 98°20'05" for an arc distance of 298.20 feet to a point of reverse curvature of a curve concave to the Southeast; thence Southwesterly along said curve having a radius of 1,446.25 feet, a central angle of 18°56'43" for an arc distance of 478.21 feet to a point of compound curvature of a curve concave to the East; thence Southerly along said curve having a radius of 755.25 feet, a central angle of 44°14'44" for an arc distance of 583.23 feet to a point of reverse curvature of a curve concave to the Northwest; thence Southwesterly along said curve having a radius of 453.75 feet, a central angle of 94°06'13" for an arc distance of 745.25 feet to a point on the Northerly boundary of that certain land conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, as described in Warranty Deed recorded in Official Records Book 5336, Page 1230, of said Public Records, the following two (2) courses being along said Northerly boundary; thence North 79°24'12" West along a non-tangent line, a distance of 64.06 feet; thence North 83°16'25" West, a distance of 328.64 feet; thence North 18°03'27" East, a distance of 210.05 feet to a point of curvature of a curve concave to the Southeast; thence Northeasterly along said curve having a radius of 62.00 feet, a central angle of 40°22'20" for an arc distance of 43.69 feet; thence North 47°39'17" West along a non-tangent line, a distance of 1,119.37 feet; thence South 42°20'43" West, a distance of 68.00 feet; thence North 47°39'17" West, a distance of 140.00 feet; thence North 42°20'43" East, a distance of 48.00 feet; thence North 47°39'17" West, a distance of 166.29 feet to the Easterly Right-of-Way Line of State Road 600, according to the State of Florida Department of Transportation Right-of-Way Map Section 92010-2507; thence North 42°20'43" East along said Easterly Right-of-Way Line, a distance of 1345.14 feet to a point lying on the North line of the Northwest 1/4, of said Section 33; thence South 89°17'16" East along said North line, a distance of 388.30 feet to the POINT OF BEGINNING.

EXHIBIT C  
Consulting Engineer's Certification

**CERTIFICATE OF DISTRICT ENGINEER  
COMPLETION OF SERIES 2021 PROJECT**

OCTOBER 18, 2024

Board of Supervisors  
Osceola Village Center Community Development District

U.S. Bank Trust Company, National Association, as successor in trust to U.S. Bank National Association, as Trustee

This Certificate is furnished in accordance with section 5.01(c) of the Master Indenture (herein defined), in connection with the Special Assessment Bonds, Series 2021 (the “**Bonds**”) issued pursuant to the Master Trust Indenture dated as of September 1, 2021 (the “**Master Indenture**”) between the Osceola Village Center Community Development District (the “**District**”) and U.S. Bank National Association, as trustee (the “**Trustee**”) as supplemented by that certain First Supplemental Trust Indenture dated as of September 1, 2021, between the District and the Trustee (the “**First Supplemental**” and, together with the Master Indenture, the “**Indenture**”). The Bonds were issued to finance a portion of the costs of the Series 2021 Project. The Series 2021 Project is more fully described in *First Supplemental Engineer’s Report* dated August 9, 2021, prepared by Poulos & Bennett, LLC, (the “**Engineer’s Report**”). This Certificate is intended to evidence the completion of the Series 2021 Project undertaken by the District.

The undersigned, acting on Poulos & Bennett, LLC, as District Engineer, hereby certifies that:

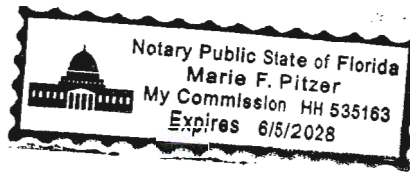
1. The Series 2021 Project has been completed in substantial compliance with the specifications therefore and all labor, services, materials, and supplies used in the Series 2021 Project have been paid for and acknowledgment of such payments has been obtained from all contractors and suppliers.
2. All other facilities necessary in connection with the Series 2021 Project have been constructed, acquired and installed in accordance with the specifications therefore and all costs and expenses incurred in connection therewith have been paid.
3. There are no remaining unpaid costs of the Series 2021 Project. The Series 2021 Project is complete and all components thereof have been acquired or constructed and will be capable of performing the functions for which they were intended. Amounts remaining in the Series 2021 Acquisition and Construction Account should be transferred as directed by the Indenture.
4. The Date of Completion of the Series 2021 Project shall be the date of this certificate stated above.

**POULOS & BENNETT, LLC**  
a Florida limited liability company

Stephen Saha

By: Stephen Saha, P.E., District Engineer

STATE OF FLORIDA  
COUNTY OF ORANGE



The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18<sup>th</sup> day of OCTOBER, 2024, by Stephen Saha, P.E., District Engineer of the Osceola Village Center Community Development District, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

Marie Pitzer

Notary Public, State of Florida

Print Name: MARIE PITZER

Commission No.: HH 535163

My Commission Expires: 6/5/2028



**COMMISSION MEETING ACTION SUMMARY  
SESSION OF THE CITY COMMISSION  
CITY OF KISSIMMEE  
CITY HALL, COMMISSION CHAMBERS  
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054  
TUESDAY, OCTOBER 18, 2022 AT 6:00 PM**

**1. MEETING CALLED TO ORDER**

**Members Present:** Mayor Olga Gonzalez, Olga Castano, Angela Eady, Carlos Alvarez, Janette Martinez

**Staff Present:** City Manager Mike Steigerwald, City Attorney Olga Sanchez de Fuentes, Deputy City Manager Desiree Matthews, City Clerk, Linda Hansell

**Staff Absent:** Assistant City Manager Austin Blake

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

**3. PROCLAMATIONS AND SPECIAL PRESENTATIONS**

3.A Proclamation- Domestic Violence Awareness Month

3.B Proclamation in recognition of World Polio Day

3.C Update from The Opportunity Center, Inc. regarding CDBG funded building improvements

3.D Service Awards for July, August and September

**4. PUBLIC HEARINGS - FIRST AND SECOND READINGS**

4.A Public Hearing - Second and Final Reading - Ordinance amending the Future Land Use designation from MF-MDR, MF-HDR, CONS, & CG to CONS and IB: Ramona, LUPA-22-0001 - Proposed Ordinance #22-09

AN ORDINANCE AMENDING ORDINANCE NO. 3050 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance #3065 Passed.

4.B Public Hearing - First Reading - General Employees' Retirement Plan Amendment: Amending Section 30-84, 30-88, 30-110, 30-111 (Proposed Ordinance 22-

AN ORDINANCE OF THE CITY OF KISSIMMEE AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION 2, GENERAL EMPLOYEES' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-84, DEFINITIONS; AMENDING SECTION 30-88, CONTRIBUTIONS; AMENDING SECTION 30-110, DEFERRED RETIREMENT OPTION PLAN; AMENDING SECTION 30-111, REEMPLOYMENT AFTER RETIREMENT; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

Motion to approve the First Reading of Proposed Ordinance #22-19 Passed.

**5. PUBLIC HEARINGS**

- 5.A Public Hearing - Ramona Planned Unit Development (PUD) Amendment: PUD-22-0001

Motion to approve the Public Hearing Passed.

**6. HEAR AUDIENCE**

**7. CONSENT AGENDA**

- 7.A Approval of City Commission Minutes from the September 13, 2022, September 27, 2022, and October 4, 2022 meetings

Motion to approve Passed.

- 7.B Authorization to Accept the 2022 Bulletproof Vest Partnership Grant from the United States Department of Justice, Office of Justice Programs

Motion to approve a Partnership Grant in the amount of \$12,459 Passed.

- 7.C Authorization to Negotiate with Balfour Beatty for Construction Manager at Risk for the Addition to City Hall for the Building Division of Development Services

Motion to approve Passed.

- 7.D Osceola Village Center, Phase 1 (DRC# 19-00100) – Major Subdivision, Final Acceptance with Conditions.

Motion to approve Passed.

**8. DISCUSSION ITEMS**

- 8.A Approval of a License Agreement for Outdoor Dining within the Dakin Avenue Right-of-Way at 16 E. Dakin Avenue (ROW-22-0003)

Motion to approve Passed.

- 8.B Social Service and Quality of Life Grant Funding Allocations for FY 2022-2023

Motion to approve the Social Service Funding as presented and to allocate the remaining \$27,000 to “Cold Nights/Events”, Passed.

Motion to approve the Quality-of-Life Grant Funding as presented Passed.

- 8.C Charter School Advisory Board Appointment / Reappoint (Parent)

Motion to reappoint Brenda Ryan to the Charter School Advisory Board Passed.

- 8.D Advisory Board Vacancy - Board of Adjustment

Motion to appoint Jennifer Salas to the Board of Adjustment Passed.

**9. HEAR CITY OFFICIALS**

- 9.A CITY MANAGER

- 9.B CITY ATTORNEY



## Commission Action Summary – October 18, 2022

### 9.C CITY COMMISSION

### **10. ADJOURNMENT**

Meeting adjourned at 7:52 p.m.



**COMMISSION MEETING ACTION AGENDA  
SESSION OF THE CITY COMMISSION  
CITY OF KISSIMMEE  
CITY HALL, COMMISSION CHAMBERS  
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054  
TUESDAY, NOVEMBER 15, 2022 AT 6:00 PM**

**1. MEETING CALLED TO ORDER**

**Members Present:** Mayor Olga Gonzalez, Olga Castano, Angela Eady, Carlos Alvarez, Janette Martinez

**Staff Present:** City Manager Mike Steigerwald, City Attorney Olga Sanchez de Fuentes, Deputy City Manager Desiree Matthews, Assistant City Manager Austin Blake, City Clerk, Linda Hansell

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

**3. PROCLAMATIONS AND SPECIAL PRESENTATIONS**

3.A First Fair Housing Drawing Contest

**4. PUBLIC HEARINGS - FIRST AND SECOND READINGS**

4.A Public Hearing - Second and Final Reading - Glitch Ordinance LUPA-22-0005 - Proposed Ordinance #22-017

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; UPDATING LANGUAGE THROUGHOUT THE LAND DEVELOPMENT CODE, CHAPTER 14; MOVING A STATEMENT IN CODE OF ORDINANCES SECTION 42-48 TO SECTION 14-4-6.A.9 IN THE LAND DEVELOPMENT CODE; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

Motion to adopt Ordinance #3067 Passed.

4.B Public Hearing - Second and Final Reading - Car Washes in the FBC: ZMA-22-0003 - Proposed Ordinance #22-018

AN ORDINANCE AMENDING THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES PART III, CHAPTER 14-5-8; ADDING SECTION 14-5-8.G. TO ESTABLISH DEVELOPMENT STANDARDS FOR CAR WASHES WITHIN THE FORM-BASED CODE AREA; AMENDING 14-5-6 SITE STANDARDS, TABLE 5-1 PERMITTED USES TO ADD CAR WASH AS A PERMITTED USE IN THE T5-U TRANSECT ZONE; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

Motion to adopt Ordinance #3068 Passed.

**5. PUBLIC HEARINGS**

5.A Public Hearing - Adoption of Resolution to Amend the City's FY2021-2022 Operating Budget

Motion to adopt Resolution #25-2022 Passed.

**6. HEAR AUDIENCE**

**7. CONSENT AGENDA**

- 7.A Approval of City Commission Minutes from the October 18, 2022 and November 1, 2022 meetings

Motion to approve Passed.

- 7.B Purchase of Archer 1200 Steel Barrier Security Kit Barricades for Roadway Closures

Motion approve purchase in the amount of \$93,264.34 Passed.

- 7.C Security Information and Event Monitoring Enterprise Software Agreement

Motion to approve of a three-year agreement in the amount of \$113,019.39 Passed.

- 7.D First Amendment to the Community Development Block Grant (CDBG) Contract - Hudson Street Public Improvements

Motion to approve time extension for Hudson Street Improvement Project Passed.

- 7.E Approval of Task Work Orders with RS&H, Inc. for Design Services of the Woodside Drainage Improvement Project

Motion to approve two (2) work orders for a total project increase amount of \$166,800 Passed.

- 7.F Approval of Purchase Agreement between Argo Partners and City of Kissimmee to purchase claims against Physicians United Plan, Inc.

Motion to approve agreement with the collection of \$31,146.63 Passed.

- 7.G Recommendation to Award Trinity Electrical Services, Inc. to construct Secondary Weather Sensor

Motion to approve Passed.

- 7.H Amendment No. 14 to the Professional Service Agreement with AVCON, Inc. for bidding and engineering services to oversee the construction of a Weather Station at Kissimmee Gateway Airport

Motion to approve contract amendment with a cost increase in the amount of \$15,100 Passed.

- 7.I Request to use funds from airport reserves for Auxiliary Weather Station to support the Air Traffic Control Tower

Motion to approve Passed.

- 7.J Knightsbridge Phase 1 Major Subdivision, Final Plat (DRC# SR-22-0009)

Motion to approve Passed.

- 7.K Approval to Adjust the Fiscal Year 2021-2022 Budget

## Commission Action Summary – November 15, 2022

Motion to approve Passed.

- 7.L Osceola Village Center Phase 2 Major Subdivision, Final Acceptance with Condition (DRC# 19-00100)

Motion to approve Passed.

- 7.M Resolution 26-2022 - Ratification of City Manager Declaration of Local State of Emergency and Extension of State of Emergency

Motion to adopt Resolution #26-2022 Passed.

### **8. DISCUSSION ITEMS**

- 8.A 2023 City Commission Meeting Calendar

Motion to approve the revised 2023 calendar Passed.

### **9. HEAR CITY OFFICIALS**

- 9.A CITY MANAGER

- 9.B CITY ATTORNEY

- 9.C CITY COMMISSION

Motion to discuss reconsideration of the 2022/2023 OLE Agreement Passed.

Motion to approve the 2022/2023 OLE Agreement in the amount of \$40,000 Passed.

### **10. ADJOURNMENT**

Meeting adjourned at 6:23 p.m.

EXHIBIT D  
Final Assessment Lien Roll

**OSCEOLA VILLAGE CENTER  
COMMUNITY DEVELOPMENT DISTRICT**

**12**

**RESOLUTION 2025-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

**WHEREAS**, the Board of Supervisors of the Osceola Village Center Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

**WHEREAS**, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1.9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT THAT:**

**1. RECITALS.** The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.

**2. APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.

**3. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED** this 9th day of April, 2025.

ATTEST:

**OSCEOLA VILLAGE CENTER COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**Exhibit A**

Statewide Mutual Aid Agreement





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## **STATEWIDE MUTUAL AID AGREEMENT - 2023**

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

### **ARTICLE I: DEFINITIONS**

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

## ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

## ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

## ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

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Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)<sup>1</sup>.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

## ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

<sup>1</sup> FDEM approved documents such as activity logs and mutual aid forms can be found at:  
[https://portal.floridadisaster.org/projects/FROC/FROC\\_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D](https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D)





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

## ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

## ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

## ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Management's Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

## ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

## ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

**NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.**

*The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.*

*FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.*

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the date specified below:





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COUNTY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF \_\_\_\_\_ COUNTY,  
STATE OF FLORIDA

By: \_\_\_\_\_

Clerk or Deputy Clerk

By: \_\_\_\_\_

Chair

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

County Attorney



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A CITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:  
CITY CLERK

CITY OF \_\_\_\_\_  
STATE OF FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

City Attorney



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_  
COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for Entity



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_  
COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for Entity





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

## FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_ SCHOOL DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for District



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
STATE COLLEGE, COMMUNITY  
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
UNIVERSITY,  
STATE OF FLORIDA

By: \_\_\_\_\_

Clerk

By: \_\_\_\_\_

Chairman

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for Board



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_ SPECIAL DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for District



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
AUTHORITY,  
STATE OF FLORIDA

By: \_\_\_\_\_

Clerk

By: \_\_\_\_\_

Chairman

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for Board



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE  
\_\_\_\_\_ TRIBE OF FLORIDA

By: \_\_\_\_\_

Council Clerk

By: \_\_\_\_\_

Chairman

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for Council



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

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## OSCEOLA VILLAGE CENTER

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: **04/09/2025**

Approved as to Form:

By: \_\_\_\_\_

Attorney for District



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by \_\_\_\_\_

\_\_\_\_\_ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

I certify that the foregoing is an accurate copy of the Resolution adopted by

\_\_\_\_\_ on \_\_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## **STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT** **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

*All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.*

_____	_____
_____	_____
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_____	_____



**OSCEOLA VILLAGE CENTER  
COMMUNITY DEVELOPMENT DISTRICT**

# **RATIFICATION ITEMS**



# KATRINA SCARBOROUGH, CFA, CCF, MCF OSCEOLA COUNTY PROPERTY APPRAISER

## Osceola Village Center CDD

This Data Sharing And Usage Agreement, hereafter referred to as "Agreement," establishes the terms and conditions under which the **Osceola Village Center CDD**, hereafter referred to as agency, can acquire and use Osceola County Property Appraiser (OCPA) data that is exempt from Public Records disclosure as defined in [FS 119.071](#).

Please note the referenced statute has amended as of October 1, 2021. The paragraph below reflects the changes.

The confidentiality of personal identifying and location information including: names, mailing address, or any other descriptive property information that may reveal identity or home address pertaining to parcels owned by individuals that have received exempt/confidential status, hereafter referred to as confidential personal identifying and location information, **will be protected as follows:**

1. The **agency** will not release confidential personal identifying and location information that may reveal identifying and location information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the confidential personal identifying and location information in the results of data analysis (including maps) in any manner that would reveal personal identifying and location information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all State laws and regulations governing the confidentiality of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying and location information is released.
6. The terms of this Agreement shall commence on **January 1, 2025** and shall run until **December 31, 2025**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually for the following year.

IN WITNESS THEREOF, both the Osceola County Property Appraiser, through its duly authorized representative, and the **agency**, through its duly authorized representative, have hereunto executed this Data Sharing and Usage Agreement as of the last below written date.

OSCEOLA COUNTY PROPERTY APPRAISER

Signature: \_\_\_\_\_

Print: Katrina S. Scarborough

Date: 1/23/2025

Osceola Village Center CDD

Signature: \_\_\_\_\_

Print: Ryan Farrell

Title: Director

Date: 12/3/2024

Please return signed **original copy**, no later than January 31, 2025.

**OSCEOLA VILLAGE CENTER  
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED  
FINANCIAL  
STATEMENTS**

**OSCEOLA VILLAGE CENTER  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
FEBRUARY 28, 2025**

**OSCEOLA VILLAGE CENTER  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
FEBRUARY 28, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 97,776	\$ -	\$ -	\$ 97,776
Investments				
Revenue	-	280,857	-	280,857
Reserve	-	121,033	-	121,033
Prepayment	-	6,108	-	6,108
Construction	-	-	11	11
Total assets	<u>\$ 97,776</u>	<u>\$407,998</u>	<u>\$ 11</u>	<u>\$ 505,785</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>6,000</u>	<u>-</u>	<u>-</u>	<u>6,000</u>
Fund balances:				
Restricted for:				
Debt service	-	407,998	-	407,998
Capital projects	-	-	11	11
Unassigned	91,776	-	-	91,776
Total fund balances	<u>91,776</u>	<u>407,998</u>	<u>11</u>	<u>499,785</u>
Total liabilities and fund balances	<u>\$ 97,776</u>	<u>\$407,998</u>	<u>\$ 11</u>	<u>\$ 505,785</u>

**OSCEOLA VILLAGE CENTER  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ 89,632	\$ 89,609	100%
Total revenues	-	89,632	89,609	100%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording	3,750	18,750	45,000	42%
Legal	578	1,288	20,000	6%
Engineering	-	-	1,000	0%
Audit	-	-	4,500	0%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	83	417	1,000	42%
Trustee	-	-	5,000	0%
Telephone	16	83	200	42%
Postage	13	69	500	14%
Printing & binding	42	208	500	42%
Legal advertising	-	210	1,500	14%
Annual special district fee	-	175	175	100%
Insurance	-	5,814	5,700	102%
Meeting room rental	-	-	750	0%
Contingencies/bank charges	236	661	500	132%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	4,718	27,675	87,740	32%
<b>Other fees &amp; charges</b>				
Tax collector	-	1,791	1,867	96%
Total other fees & charges	-	1,791	1,867	96%
Total expenditures	4,718	29,466	89,607	33%
Excess/(deficiency) of revenues over/(under) expenditures	(4,718)	60,166	2	
Fund balances - beginning	96,494	31,610	-	
Fund balances - ending	\$ 91,776	\$ 91,776	\$ 2	

**OSCEOLA VILLAGE CENTER  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND, SERIES 2021  
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ -	\$ 248,219	\$ 248,134	100%
Interest	1,132	4,062	-	N/A
Total revenues	<u>1,132</u>	<u>252,281</u>	<u>248,134</u>	102%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	95,000	0%
Interest	-	71,664	143,328	50%
Total debt service	<u>-</u>	<u>71,664</u>	<u>238,328</u>	30%
<b>Other fees &amp; charges</b>				
Tax collector	-	4,960	5,169	96%
Total other fees and charges	<u>-</u>	<u>4,960</u>	<u>5,169</u>	96%
Total expenditures	<u>-</u>	<u>76,624</u>	<u>243,497</u>	31%
Excess/(deficiency) of revenues over/(under) expenditures	1,132	175,657	4,637	
Fund balances - beginning	406,866	232,341	207,973	
Fund balances - ending	<u>\$ 407,998</u>	<u>\$ 407,998</u>	<u>\$ 212,610</u>	

**OSCEOLA VILLAGE CENTER  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND, SERIES 2021  
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ -	\$ -
Total revenues	<u>-</u>	<u>-</u>
<b>EXPENDITURES</b>		
Construction costs - Developer	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning	11	11
Fund balances - ending	<u><u>\$ 11</u></u>	<u><u>\$ 11</u></u>



**OSCEOLA VILLAGE CENTER  
COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**A**

**DRAFT**

**MINUTES OF MEETING  
OSCEOLA VILLAGE CENTER  
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Osceola Village Center Community Development District held a Regular Meeting on August 14, 2024 at 11:00 a.m., at the Hampton Inn & Suites by Hilton, 4971 Calypso Cay Way, Kissimmee, Florida 34746.

**Present:**

Eric Marks	Chair
Richard Browning	Vice Chair
John Ogden	Assistant Secretary
Melissa Henry	Assistant Secretary

**Also present:**

Kristen Suit	District Manager
Clif Fischer	Wrathell, Hunt and Associates, LLC
Tucker Mackie (via telephone)	District Counsel
Steve Saha (via telephone)	District Engineer
Taylor Sulpizii	Appointed at meeting
Ryan Farrell	Appointed at meeting
Robert Holmgren	Appointed at meeting

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Suit called the meeting to order at 11:09 a.m.

Supervisors Marks, Henry, Ogden and Browning were present. One seat was vacant.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Board Transition**

**A. Acceptance of Supervisor Resignations**

**B. Appointment of Supervisor(s) to Vacant Seat(s)**

- **Administration of Oath of Office to Newly Appointed Supervisors (the following to also be provided in a separate package)**
  - I. Required Ethics Training and Disclosure Filing**
    - **Sample Form 1 2023/Instructions**
  - II. Membership, Obligation and Responsibilities**
  - III. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
  - IV. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers**

**C. Consideration of Resolution 2024-01, Electing and Removing Officers of the District and Providing for an Effective Date**

These items were presented following Item 10C.

**FOURTH ORDER OF BUSINESS**

**Consideration of Consent and Joinder to  
Drainage Easement Agreement**

<p><b>On MOTION by Mr. Marks and seconded by Mr. Ogden, with all in favor, the Consent and Joinder to the Drainage Easement Agreement, was approved.</b></p>
--

**FIFTH ORDER OF BUSINESS**

**Presentation of Audited Annual Financial  
Report for the Fiscal Year Ended September  
30, 2023, Prepared by McDirmit Davis**

Ms. Suit presented the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023 and noted the pertinent information. There were no findings, recommendations, deficiencies on internal control or instances of non-compliance; it was a clean audit.

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-08,  
Hereby Accepting the Audited Financial  
Report for the Fiscal Year Ended September  
30, 2023**

On MOTION by Mr. Marks and seconded by Ms. Henry, with all in favor, Resolution 2024-08, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023, was adopted.

**SEVENTH ORDER OF BUSINESS****Consideration of Goals and Objectives Reporting [HB7013 – Special Districts Performance Measures and Standards Reporting]**

Ms. Suit presented the Memorandum explaining the requirement for the CDD to develop goals and objectives and the Performance Measures/Standards & Annual Reporting Form developed for the CDD, which explains how the CDD will meet the goals.

On MOTION by Mr. Marks and seconded by Mr. Ogden, with all in favor, the Goals and Objectives and the Performance Measures/Standards & Annual Reporting Form, were approved.

**EIGHTH ORDER OF BUSINESS****Acceptance of Unaudited Financial Statements as of June 30, 2024**

On MOTION by Ms. Henry and seconded by Mr. Marks, with all in favor, the Unaudited Financial Statements as of June 30, 2024, were accepted.

**NINTH ORDER OF BUSINESS****Approval of June 12, 2024 Public Hearing and Regular Meeting Minutes**

On MOTION by Mr. Marks and seconded by Mr. Ogden, with all in favor, the June 12, 2024 Public Hearing and Regular Meeting Minutes, as presented, were approved.

**TENTH ORDER OF BUSINESS****Staff Reports**

- A. District Counsel: Kutak Rock LLP
- B. District Engineer: Poulos & Bennett, LLC
- C. District Manager: Wrathell, Hunt and Associates, LLC

There were no District Counsel, District Engineer or District Manager reports.

- **NEXT MEETING DATE: September 11, 2024 at 11:00 AM**

- **QUORUM CHECK**

The September 11, 2024 meeting will be canceled. The next meeting will be the Landowners' meeting on November 5, 2024.

▪ **Board Transition**

**These items, previously Items 3A, 3B and 3C, were presented out of order.**

**A. Acceptance of Supervisor Resignations**

Ms. Suit presented Mr. Eric Marks' resignation.

**On MOTION by Mr. Browning and seconded by Ms. Henry, with all in favor, the resignation of Mr. Eric Marks from Seat 2, was accepted.**

Ms. Henry nominated Mr. Ryan Farrell to fill Seat 2 and Mr. Robert Holmgren to fill vacant Seat 5. No other nominations were made.

**On MOTION by Ms. Henry and seconded by Mr. Ogden, with all in favor, the appointments of Mr. Ryan Farrell to Seat 2 and Mr. Robert Holmgren to vacant Seat 5, were approved.**

Ms. Suit, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Ryan Farrell and Mr. Robert Holmgren.

**On MOTION by Mr. Ogden and seconded by Mr. Browning, with all in favor, the meeting recessed at 11:24 a.m.**

**On MOTION by Mr. Browning and seconded by Ms. Henry, with all in favor, the Regular meeting reconvened at 11:39 a.m.**

Ms. Suit presented Ms. Melissa Henry's resignation from Seat 1.

**On MOTION by Mr. Browning and seconded by Mr. Ogden, with all in favor, the resignation of Ms. Melissa Henry from Seat 1, was accepted.**

Mr. Henry nominated Ms. Taylor Sulpizii to fill Seat 1. No other nominations were made.

**On MOTION by Mr. Holmgren and seconded by Mr. Farrell, with all in favor, the appointment of Ms. Taylor Sulpizii to Seat 1, was approved.**

Ms. Suit, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Ms. Taylor Sulpizii.

Ms. Suit presented Mr. John Ogden's resignation from Seat 4 and Mr. Richard Browning's resignation from Seat 3.

**On MOTION by Mr. Farrell and seconded by Mr. Holmgren, with all in favor, the resignations of Mr. John Ogden's from Seat 4 and Mr. Richard Browning from Seat 3, were accepted.**

Mr. Henry nominated Mr. Mike Specchio to fill Seat 5. No other nominations were made.

**On MOTION by Mr. Farrell and seconded by Mr. Holmgren, with all in favor, the appointment of Mr. Mike Specchio to Seat 5, was approved.**

**B. Appointment of Supervisor(s) to Vacant Seat(s)**

- **Administration of Oath of Office to Newly Appointed Supervisors (the following to also be provided in a separate package)**

The above items were presented in conjunction with Item 3A.

Ms. Suit and Ms. Mackie explained the following:

- I. Required Ethics Training and Disclosure Filing**
  - **Sample Form 1 2023/Instructions**
- II. Membership, Obligation and Responsibilities**

181                    **III.      Guide to Sunshine Amendment and Code of Ethics for Public Officers and**  
182                    **Employees**

183                    **IV.      Form 8B: Memorandum of Voting Conflict for County, Municipal and**  
184                    **other Local Public Officers**

185 **C.      Consideration of Resolution 2024-01, Electing and Removing Officers of the District and**  
186 **Providing for an Effective Date**

187 Ms. Suit presented Resolution 2024-01. Mr. Farrell nominated the following:

188	Ryan Farrell	Chair
189	Taylor Sulpizii	Vice Chair
190	Robert Holmgren	Assistant Secretary

191 No other nominations were made. This Resolution removes the following from the Board:

192	Eric Marks	Chair
193	Richard Browning	Vice Chair
194	John Ogden	Assistant Secretary
195	Melissa Henry	Assistant Secretary

196 The following prior appointments by the Board remain unaffected by this Resolution:

197	Craig Wrathell	Secretary
198	Kristen Suit	Assistant Secretary
199	Craig Wrathell	Treasurer
200	Jeff Pinder	Assistant Treasurer

201  
202 **On MOTION by Mr. Farrell and seconded by Mr. Holmgren, with all in favor,**  
203 **Resolution 2024-01, Electing, as nominated, and Removing Officers of the**  
204 **District and Providing for an Effective Date, was adopted.**

205  
206  
207 **ELEVENTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

208  
209 There were no Board Members' comments or requests.

210  
211 **TWELFTH ORDER OF BUSINESS**

**Public Comments**

213 No members of the public spoke.

214

215 **THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

216

217 **On MOTION by Mr. Holmgren and seconded by Mr. Farrell, with all in favor, the**  
218 **meeting adjourned at 11:54 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



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Secretary/Assistant Secretary

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Chair/Vice Chair

**OSCEOLA VILLAGE CENTER  
COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**B**

**DRAFT**  
**MINUTES OF MEETING**  
**OSCEOLA VILLAGE CENTER**  
**COMMUNITY DEVELOPMENT DISTRICT**

A Landowners' Meeting of the Osceola Village Center Community Development District was held on November 5, 2024, at 1:00 p.m., at Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744.

**Present:**

Daniel Rom	District Manager
Tucker Mackie (via telephone)	District Counsel

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Rom called the meeting to order at 1:18 p.m. No Landowners, Landowner Representatives, or Proxy Holders were present to cast votes.

**SECOND ORDER OF BUSINESS**

**Affidavit/Proof of Publication**

The affidavit of publication was included for informational purposes.

**THIRD ORDER OF BUSINESS**

**Election of Chair to Conduct Landowners' Meeting**

**FOURTH ORDER OF BUSINESS**

**Election of Supervisors [Seats 3, 4, 5]**

**A. Nominations**

**B. Casting of Ballots**

**I. Determine Number of Voting Units Represented**

No voting units were represented.

**II. Determine Number of Voting Units Assigned by Proxy**

No votes were assigned by proxy.

**C. Ballot Tabulation and Results**

**FIFTH ORDER OF BUSINESS**

**Landowners' Questions/Comments**

**SIXTH ORDER OF BUSINESS**

**Adjournment**

The meeting adjourned at 1:19 p.m.

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Secretary/Assistant Secretary

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Chair/Vice Chair

**OSCEOLA VILLAGE CENTER  
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF  
REPORTS**

OSCEOLA VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Hampton Inn &amp; Suites by Hilton, 4971 Calypso Cay Way, Kissimmee, Florida 34746</i>		
<i><sup>1</sup>Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 9, 2024 <b>CANCELED</b>	Regular Meeting	11:00 AM
November 5, 2024 <sup>1</sup>	Landowners' Meeting	1:00 PM
November 13, 2024 <b>CANCELED</b>	Regular Meeting	11:00 AM
December 11, 2024 <b>CANCELED</b>	Regular Meeting	11:00 AM
January 8, 2025 <b>CANCELED</b>	Regular Meeting	11:00 AM
February 12, 2025 <b>CANCELED</b>	Regular Meeting	11:00 AM
March 12, 2025 <b>CANCELED</b>	Regular Meeting	11:00 AM
April 9, 2025	Regular Meeting	11:00 AM
May 14, 2025	Regular Meeting	11:00 AM
June 11, 2025	Regular Meeting	11:00 AM
July 9, 2025	Regular Meeting	11:00 AM
August 13, 2025	Regular Meeting	11:00 AM
September 10, 2025	Regular Meeting	11:00 AM