

OR BOOK 766 PAGE 1718

OR BOOK 798 PAGE 703
EXHIBIT "A"

FILED, RECORDED AND
RECORD VERIFIED
MEL WILLS, JR., CLK. CM. CT
OSCEOLA COUNTY

BY Ksy D.C.

(ATTACHED TO INDIAN WELLS MSTU ORDINANCE)

A part of Sections 2 and 3, Township 25 South, Range 28 East, Osceola County, Florida described as follows:

PARCEL 1

All that portion of the property located within the boundaries of INDIAN WELLS UNIT ONE, according to the Plat thereof as recorded in Plat Book 4, Page 78, of the Public Records of Osceola County, Florida, lying North of the North Right-of-Way Line of the Florida Gas Line Easement as shown on said Plat; and also TRACT "D" as shown on said Plat.

AND ALSO:

PARCEL 2

Beginning at the Northeast corner of Section 3, T 25 S. R 28 E. Osceola County, Florida, run N 89° 43' 41" W, along the North line of the NE1/4 of said Section 3, 1894.89 ft; run thence S 00° 00' 18" E, 848.63 ft; run thence N 89° 59' 42" E, 145.0 ft; run thence S 00° 00' 18" E, 13.04 ft; run thence N 89° 59' 42" E, 335.0 ft; run thence S 00° 00' 18" E, 767.98 ft; run thence S 60° 00' 00" E, 360.18 ft., to a point on a 1459.95 ft. Radius Curve concave to the Southeast; run thence Southwesterly along said Curve through a Central Angle of 30° 05' 02", 766.57 ft. (chord = S 15° 39' 05" W, 757.79 ft.), to the Point of Tangent of said Curve; run thence S 00° 36' 34" W, 38.95 ft., to the Southwest corner of SE1/4 of NE1/4 of said Section 3; run thence S 89° 19' 22" E, 1303.20 ft., to the Southeast corner of aforesaid NE1/4; run thence S 89° 56' 07" E, 1328.33 ft., to the Southeast corner of the SW1/4 of NW1/4 of Section 2, T 25 S, R 28 E; run thence N 00° 13' 46" W, 785.0 ft; run thence N 37° 00' 02" W 1250.0 ft; run thence N 19° 13' 38" W, 290.06 ft; run thence N 09° 25' 00" W, 535.0 ft., to the North line of said Section 2; run thence N 89° 55' 59" W, 385.0 ft., to the Point of Beginning.

AND ALSO:

PARCEL 3

All that portion of the property located within the boundaries of INDIAN WELLS unit 2, according to the Plat thereof as recorded in Plat Book 4, Page 81 of the Public Records of Osceola County, Florida.

FIRE PROTECTION INTERLOCAL AGREEMENT
BETWEEN OSCEOLA COUNTY AND THE CITY OF KISSIMMEE

WHEREAS, the County of Osceola hereinafter referred to as "County", and the City of Kissimmee, Florida, a municipal corporation hereinafter referred to as "Kissimmee" desire to enter into a mutual agreement for the benefit of the citizens of Osceola County and of the City of Kissimmee to finance, operate and equip a fire district fire fighting operation in Osceola County in an area outside the present City limits of Kissimmee, designated as West 192 Fire District, and in order to carry out the intent of this Interlocal Agreement, the parties agree as hereinafter set forth, and

WHEREAS, Ordinance No. 84-5 was duly adopted by the Board of County Commissioners of Osceola County on October 1, 1984, and became effective following the results of the referendum election held for the purposes of accepting or rejecting by majority vote such ordinance, and

WHEREAS, said Ordinance No. 84-5 was duly approved by the voters of Osceola County, Florida on the 6th day of November, 1984;

NOW, THEREFORE, in consideration of mutual covenants herein contained and other good and valuable consideration, the parties hereto agree as follows:

1. Grant of Contract. The County, by this Agreement and pursuant to Osceola County Ordinance No. 84-5 does hereby grant to Kissimmee a contract to provide fire protection services for a geographical area of Osceola County, as defined and described in Osceola County Ordinance No. 84-5.

2. Terms of this Agreement. Kissimmee shall furnish fire protection services to the residents of Osceola County, Florida, in accordance with the terms of this Agreement within the area specified in paragraph 1 above and pursuant to Ordinance No. 84-5. Said service shall be for an indefinite period of time beginning the 1st day of January, 1986. This agreement shall continue from year to year unless and until either party to this Agreement gives to the other party a 365 day notice in writing, prior to the beginning of any fiscal year. It is understood and agreed that the fiscal year for both parties begins on October 1.

3. Compliance with this Agreement. The parties shall utilize fire fighting equipment as hereinafter provided under rules promulgated by Kissimmee, which are not in conflict with Osceola County Ordinance No. 84-5.

4. Funding. The County shall fund the fire fighting operation covered by this Agreement under the terms and conditions of Ordinance No. 84-5, a copy of which is attached hereto and made a part hereof. Kissimmee shall submit to the County in July for each succeeding fiscal year a budget for the fire fighting operation within the district defined above. Final approval and adoption of said budget shall be by County.

5. Kissimmee shall operate and be totally responsible for the fire fighting requirements within the district defined above and shall be funded by the special assessments collected pursuant to Ordinance No. 84-5 and any increase provided therein.

6. Fire fighting equipment and location. Kissimmee Fire Department shall initially operate the necessary equipment from a location specified on Airport Road, which is designated from a location specified on Airport Road, which is designated Kissimmee's Station No. 3. Further, an additional fire station shall be provided on land in Indian Wells Subdivision located on County Road 535, and one additional site, recently acquired by County on U.S. 192, all three sites being located in Osceola County, Florida. Kissimmee shall provide and be responsible for adequately manning these stations with the restraints of the money collected pursuant to Ordinance No. 84-5 and shall provide fire fighting services from these locations 24 hours a day, seven (7) days a week during the life of this Agreement.

7. Response to Governmental Agencies. It is understood and agreed specifically, but not by way of limitation, that Kissimmee shall respond to all requests for fire fighting services within the area specified above.

8. Provisions of the vehicle. Vehicles purchased from the proceeds of Ordinance No. 84-5 shall remain the property of Osceola County under the exclusive use of Kissimmee during the life of this contract. In the event that this contract shall terminate then possession of said equipment shall be returned immediately to Osceola County. Kissimmee shall provide all maintenance on said vehicles and shall keep said vehicles properly insured.

9. Personnel. All personnel provided under this Agreement shall be employees of the City of Kissimmee and shall be under Kissimmee's direct supervision and control. All fringe benefits provided shall be funded on the same basis as provided for other fire department personnel by Kissimmee.

10. It is understood and agreed that Kissimmee has or anticipates having mutual aid agreements with fire departments or units which adjoin and abutt the district hereinabove and all such agreements are recognized as being

11. This Interlocal Agreement does not intend to provide in detail the operation and the administration of the operations covered by this Agreement. Until otherwise provided, the present rules and regulations of the City of Kissimmee and the standard operating procedure of the Kissimmee Fire Department shall govern the operation of this District. The contact person for the county shall be the County Commissioner who serves as liaison commissioner with said District, or such other person as may be designated by the Board of County Commissioners. In the event of disputes, this matter shall be referred to the governing bodies of Osceola County and Kissimmee for resolution. If resolution cannot be provided then this contract shall be terminated as provided above. The intent of this Interlocal Agreement is that all costs, including administrative and overhead, shall be borne by the proceeds collected under Ordinance No. 84-5 and the day to day operation shall be the sole duty and responsibility of Kissimmee. The quality of fire fighting services which shall be determined by the revenue collected under Ordinance No. 84-5. In no event will Kissimmee be required to outlay any municipal funds for fire protection within the area specified above.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By *Michael B. ...*
Chairman

(SEAL)

ATTEST:

meel Wells
Clerk

CITY OF KISSIMMEE, FLORIDA, a
municipal corporation

By *George Santos*
Mayor-Commissioner

(SEAL)

ATTEST:

Arthur B. Preston
City Manager

ORDINANCE NO. 84-5
OSCEOLA COUNTY, FLORIDA

AN ORDINANCE ESTABLISHING A SPECIAL ASSESSMENT DISTRICT TO BE KNOWN AS WEST 192 FIRE DISTRICT; PRESCRIBING THE TERRITORIAL LIMITS THEREOF; PROVIDING FOR A BOARD OF COMMISSIONERS TO GOVERN SAID DISTRICT; AUTHORIZING SAID DISTRICT TO PROVIDE FIRE PROTECTION SERVICES WITHIN THE DISTRICT; PROVIDING FOR THE LEVY OF ASSESSMENTS TO COVER THE EXPENSE OF PROVIDING SUCH FIRE PROTECTION SYSTEM; PROVIDING A METHOD OF LEVY, COLLECTION AND ENFORCEMENT OF SAID ASSESSMENTS, PROVIDING FOR SEVERABILITY; PROVIDING FOR REFERENDUM; AND PROVIDING EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA:

Section 1: It is hereby found by the Board of County Commissioners of Osceola County, Florida, that fire protection is an essential service for the benefit of the health, safety and welfare of the public. It is further the finding of the Board of County Commissioners that the legislature has in Section 125.01 (1)(q), Florida Statutes, provided for the creation of a municipal service taxing and benefits unit as a taxing vehicle to grant to all counties that taxing flexibility to levy ad valorem taxes within the limits fixed for municipal purposes for the furnishing of municipal services within those areas receiving the benefit of such municipal services in order to solve the controversy of double taxation between residents in the incorporated and unincorporated areas. It is the purpose of this ordinance to create a special assessment unit for the purpose of creating, establishing, maintaining and operating a fire protection system to be known as West 192 Fire District, within the area described as follows, to-wit:

All of Sections 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21 and 22 and those portions of Sections 2, 11, 14, 23 and 24 lying outside the Reedy Creek Improvement District, all in Township 25 South, Range 27 East and all of Sections 1, 2, 3, 4, 10, 11, 12, 13, 14, 15, 22, 23 and 25 and those portions of Sections 5, 9, 16 and 21 lying outside the Reedy Creek Improvement District and that portion of Section 24, lying outside the Corporate Limits of the City of Kissimmee, all in Township 25 South, Range 28 East and those portions of Sections 5, 6, 7, 8, 17, 18 and 19 in Township 25 South, Range 29 East lying outside the Corporate Limits of the City of Kissimmee: all said land being located in

and such District is hereby created and established.

Section 2: The business and affairs of said District shall be conducted and administered by the Board of County Commissioners of Osceola County, Florida. Said Commissioners shall not receive any additional compensation for their services as such.

Section 3: (a) The said District shall have the right, power and authority to levy special assessments against each parcel of Real Estate situated in said District upon which there is on January 1st of each year situated a building or structure of any kind. The rate of such assessments is hereby fixed as follows:

1. Each single family residence, and mobile home situated upon land owned by the mobile home owner shall be assessed \$25.00 annually.

2. All mobile rental spaces upon which a mobile home is situated shall be assessed \$25.00 annually.

3. All apartment buildings and condominiums shall be assessed \$35.00 per unit annually.

4. All campgrounds shall be assessed \$25.00 per site annually.

5. All hotels and motels and dormitory-type structures shall be assessed \$35.00 per unit annually.

6. All convenience stores and service stations shall be assessed at \$0.20 per square foot annually based upon rounding the square footage figure to the nearest thousand square feet.

7. All restaurants and lounges shall be assessed at \$0.20 per square foot annually based upon rounding the square footage figure to the nearest thousand square feet.

8. Drive-ins and restaurants shall be assessed \$0.20 per square foot annually based upon rounding the square footage figure to the nearest thousand square feet.

9. All commercial and office buildings shall be assessed at \$0.20 per square foot annually based upon rounding the square footage figure to the nearest thousand square feet.

10. All churches shall be assessed \$0.10 per square foot annually based upon rounding the square footage figure to the nearest thousand square feet.

11. All other structures not listed above, which contain a minimum of 200 square feet, shall be assessed \$0.20 per square foot annually, except free-standing carports, pole barns and like structures, which shall be exempt from assessment.

12. The special assessments levied hereunder, as set forth hereinabove, shall be reviewed annually by the Board of County Commissioners of Osceola County, Florida, and may be increased or reduced by Resolution of the Board of County Commissioners.

(b) The Board of County Commissioners shall prepare or cause to be prepared an assessment and collection roll setting forth a description of each lot or parcel of land subject to assessment in said district together with the amount of assessment against said lot or parcel of land, and shall before September 30 of each year, deliver said roll to the County Tax Collector of Osceola County, Florida, for collection of said assessments; all assessments shall be made against the land subject to such assessment and said roll shall set forth the names of the respective owners of such lands.

It shall be the duty of the County Tax Collector to collect said assessments according to said assessment roll and deliver the whole of such proceeds of such collection, as prescribed by law less his statutory fee, to the said Board of County Commissioners taking their receipts for such funds. The Tax Collector shall annually deliver to the Board of County Commissioners a description of the lands for which said payments are made.

(c) Such special assessments shall be a lien upon the lands assessed prior in dignity to all other liens and assessments against said lands, save and except county taxes, until said assessments are paid. Said assessment shall become a lien on said lands from October 1 of the year for which said assessment is made, and shall be payable on and after November 1

shall not become delinquent unless unpaid on April 1 of the following year.

The County Tax Collector shall, upon payment of the county taxes against any property subject to said special assessments, collect therewith said special assessments unless such special assessments shall have been sooner paid.

(d) In the event any special assessment is not paid on or before the first day of April of the year following that for which said assessment is made, said Tax Collector shall retain said assessment and collection roll in his possession until he shall deliver to the person appointed by law the books and records showing delinquent and unpaid county taxes during which time the Tax Collector shall deliver to the person provided by law the records of unpaid and delinquent county taxes, he shall deliver to the same person the assessment and collection roll for special assignment of delinquent county taxes against any of said lands subject to said special assessments to collect therewith such special assessments together with penalties hereinafter provided, unless the same shall have been paid heretofore, and shall deliver the proceeds of the collection of such assessments, less his statutory fee, monthly to the Board of Commissioners for said District in like manner as is required of payment by the County Tax Collector as hereinabove set forth. The person charged by law with the collection of delinquent county taxes against any property subject to said special assessments against said lot or parcel of land collect therewith said special assessments, unless said special assessment shall have been sooner paid.

Such delinquent special assessments and the lien thereof may be assigned in like manner as the assignment of tax sales certificates for unpaid county taxes.

(e) If any special assessments be not paid before April of the year following that for which said special assessment was made, there shall be collected with such special

annum provided by law upon county taxes until paid. Said special assessment may be foreclosed in like manner as provided by law for the foreclosures of county tax sales certificated or as provided by law for the foreclosure of mortgages or other liens, and any one or more of said delinquent assessments and liens may be foreclosed in one suit, and such suit may be instituted and maintained by the District or any assignee of such assessment or lien. In the event of the institution of a suit for foreclosure the attorney for the complainant shall be entitled to a reasonable fee for his services in said suit which shall be deemed part of the cost of said cause, and the holder of such delinquent assessment and lien shall have a lien upon said property for the amount of said fee to be allowed by the Court.

Section 4: A budget shall be prepared by the district and said assessment shall be levied by the Board of County Commissioners at the same time and in the same manner as said board prepares and adopts its county annual budget and levies taxes as provided by law. Said budget shall contain all or such portion of the estimated cost of providing the services herein provided within the boundaries of said district as said board shall determine to be necessary to provide such services.

Section 5: No funds of said District shall be used for any purpose other than the administration, care, maintenance, operation, lease and purchase of fire stations, fire fighting equipment, personnel for full time paid fire departments and other expenses in connection therewith as may be determined to be for the best interest of the District; provided that the Board of County Commissioners may enter into contracts not to exceed twenty (20) years with any municipal corporation or other governmental agency to furnish fire protection to the District upon such terms and conditions as to the said Board may seem best.

Section 6: The district shall have the power and authority to acquire by gift, lease or purchase, any property, real or personal, as is deemed necessary for the protection of
 and to make and enter into contracts with firms and

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individuals, natural or corporate, relating to any and all purposes of the District.

They shall have the authority to hire or contract for personnel as deemed necessary to furnish one or more paid full time fire departments.

Section 7: This ordinance shall not operate to, nor be construed as regulating or limiting the jurisdiction of duties of any State or county officer. In the event the language or implied effect of this ordinance should indicate regulation or limitation of jurisdiction of duties of any state or county officer contrary to the constitution of the State of Florida it shall be construed as the legislative intent to be permissive in such regard.

Section 8: If any clause, section or provision of this ordinance shall be declared to be unconstitutional or invalid for any cause or reason, the same shall be eliminated from this ordinance, and the remaining portion of said ordinance shall be in force and effect and be as valid as if such invalid portion thereof had not been incorporated therein.

Section 9: In the event that the District is annexed wholly or in part into a municipality, it shall be either dissolved or transferred in accordance with the procedure specified in Chapter 165, Florida Statutes.

Section 10: This ordinance shall become effective on the first day of October of the year following its being approved in a referendum election, held for the purpose of approving or rejecting this ordinance, by a majority of the electors voting in such referendum election and upon its being filed with the office of the Secretary of State in Tallahassee.

DONE AND ADOPTED in regular session this 1st day of October, 1984.

FILED, RECORDED AND
RECORDS VERIFIED
MEL WILLES, JR., CLERK OF
OSCEOLA COUNTY (SEAL)

BY K. S. G. D.C.

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By Michael A. Burt