



Florida Commission on Ethics
P.O. Drawer 15709, Tallahassee, Florida 32317-5709
"A Public Office is a Public Trust"

FLORIDA
COMMISSION ON ETHICS

APR 29 2026

COMPLAINT

26-163

**RECEIVED
ORIGINAL**

1. PERSON BRINGING COMPLAINT:

Name: Jeremy Fetzner Telephone: 407-361-5030
Address: 120 Broadway Suite 304
City: Kissimmee County: Osceola State: FL ZIP: 34741

2. PERSON AGAINST WHOM COMPLAINT IS BROUGHT:

Use a separate complaint form for each person against whom you are filing a complaint.

Name: Janette Martinez Telephone: 407-414-7311
Address: 101 Church Street
City: Kissimmee County: Osceola State: FL ZIP: 34741
Title of office or position held or sought: Kissimmee City Commissioner Seat 4

3. STATEMENT OF FACTS:

Please provide a full explanation of your complaint, describing the facts and the actions of the person named above and why you believe he or she violated the law, and include a statement of how you became aware of these facts. Include relevant dates and the names and addresses of people whom you believe may be witnesses. Please do not submit more than 15 pages, including this form. Please do not submit video or audio tapes, CD, DVDs, flash drives, or other electronic media; such material will not be considered part of the complaint and will be returned.

4. OATH:

I, the person bringing this complaint, do swear or affirm that the facts set forth in the foregoing complaint and attachments thereto are true and correct to the best of my knowledge and belief.

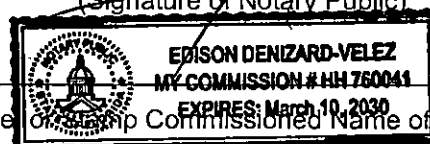
STATE OF Florida
COUNTY OF Osceola

Sworn to (or affirmed) and subscribed before me by
means of ☒ physical presence or ☐ online notarization,
this 1 day of April, 20 26
by JEREMY FETZER

(name of person making statement)

(Signature of Notary Public)

SIGNATURE OF COMPLAINANT



(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐
Type of Identification Produced: NA

FORMAL ETHICS COMPLAINT

Complainant:

Jeremy Fetzer

120 Broadway, Suite 304
Kissimmee, FL 34741

Respondent:

Commissioner Janette Martinez

City of Kissimmee
101 Church Street
Kissimmee, FL 34741

I. INTRODUCTION

This complaint is respectfully submitted against Kissimmee City Commissioner Janette Martinez for serious and ongoing violations of the Florida Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes), as well as violations of Florida notary law (Chapter 117, Florida Statutes) and applicable local business regulations.

The facts outlined below establish a pattern of conduct involving misuse of public office, undisclosed and conflicting business relationships, unlawful business operations, and improper involvement in a city-administered grant program for the benefit of an associated private party.

II. SUMMARY OF ALLEGATIONS

Commissioner Martinez:

- Maintained an undisclosed and conflicting business relationship with KMG Party Designer LLC d/b/a Kenny's Cake PR
 - Operated a business (Coqui's Kitchen) without proper licensing or Business Tax Receipts (BTRs)
 - Used her official government position and email to provide inside access to a city-funded grant program
 - Participated in the approval of grant funding and subsequently facilitated and notarized an application for an associated party
 - Enabled an associated individual to receive \$10,000 in public funds
 - Engaged in improper notarization practices involving a party with whom she had a business relationship
-

III. STATEMENT OF FACTS

A. Unlawful Business Activity and Undisclosed Business Relationship

1. Commissioner Martinez is associated with Forty Martinez LLC d/b/a Coqui's Kitchen, which she has actively promoted through social media and other marketing channels.
 2. All marketing materials identify a fixed location at:
10 W. Dakin Ave, Kissimmee, FL 34741
 3. This address is the registered business location of:
KMG Party Designer LLC d/b/a Kenny's Cake PR, owned by Delia Andino and Kenneth Machuca-Guerra.
 4. Commissioner Martinez does not possess a valid Business Tax Receipt (BTR) for operating Coqui's Kitchen at this location in either the City of Kissimmee or Osceola County.
 5. Furthermore, her DBPR license (MFD5953952) authorizes only a mobile food dispensing operation, not a fixed-location restaurant.
 6. Despite these limitations, she has actively marketed and operated a fixed-location food business, in direct contradiction of state licensing requirements and local ordinances.
 7. These facts establish that Commissioner Martinez was operating under, or in conjunction with, the licensure and/or regulatory standing of KMG Party Designer LLC, thereby creating an ostensible business partnership and undisclosed financial relationship.
-

B. Misuse of Public Position and Preferential Treatment

8. Commissioner Martinez utilized her official government email account (Janette.Martinez@Kissimmee.gov) to communicate directly with: kennycake28@gmail.com, associated with KMG Party Designer LLC.
 9. On September 11, 2025, at 12:55 PM, Commissioner Martinez sent an email from her official government account to the above-referenced recipient providing information regarding the City of Kissimmee's Business Boost 2.0 Grant Program.
 10. On December 17, 2024, Commissioner Martinez voted to approve funding for this grant program.
 11. Her subsequent direct outreach to an associated private party constitutes preferential treatment and use of public office to benefit a private interest, in violation of Florida law.
-

C. Improper Involvement in Grant Process

12. On January 7, 2026, Commissioner Martinez acted as a notary public for the Business Boost 2.0 grant application submitted by Kenneth Machuca-Guerra.
13. In doing so, she stated that she personally knew the applicant and did not require formal identification, as permitted under limited circumstances.
14. However, due to her existing business relationship and shared commercial interests, this notarization was not impartial and constitutes a conflict under Florida notary standards.

15. The applicant subsequently received \$10,000 in taxpayer-funded grant money through the program.
 16. Commissioner Martinez's actions demonstrate that she:
 - Participated in funding approval
 - Provided insider access to program information
 - Personally facilitated required documentation
 - Enabled financial benefit to an associated party
-

IV. LEGAL VIOLATIONS

The above conduct constitutes violations of, but is not limited to, the following:

1. Misuse of Public Position

Section 112.313(6), Florida Statutes

Prohibits using public office to secure special privileges or benefits.

2. Conflicting Employment or Contractual Relationship

Section 112.313(7), Florida Statutes

Prohibits relationships creating recurring conflicts between private interests and public duties.

3. Voting Conflict and Failure to Disclose

Section 112.3143, Florida Statutes

Requires abstention and disclosure when private benefit may result.

4. Improper Notarization

Section 117.05, Florida Statutes

Requires notaries to act impartially and avoid conflicts of interest.

5. Local and State Regulatory Violations

- Operating a business without a valid Business Tax Receipt (BTR)
 - Operating beyond the scope of a DBPR-issued license
-

V. PATTERN OF CONDUCT AND PUBLIC HARM

This is not an isolated incident. The conduct described reflects a systematic pattern of leveraging public office for private gain, including:

- Blurring the line between public duties and private business interests
- Utilizing official resources to benefit associated individuals
- Circumventing regulatory requirements applicable to other businesses
- Undermining public trust in municipal grant programs

Such actions erode confidence in government integrity and create unfair competitive advantages over law-abiding businesses in the community.

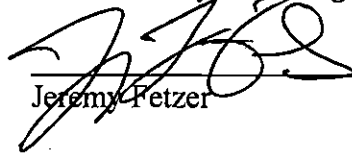
VI. REQUEST FOR INVESTIGATION AND RELIEF

The Complainant respectfully requests:

1. A formal investigation into Commissioner Martinez's conduct
2. A determination of violations of Florida ethics and notary laws
3. Subpoena and review of all relevant communications and records
4. A full audit of the Business Boost 2.0 grant awarded to Kenneth Machuca-Guerra
5. Appropriate sanctions, penalties, or referral for criminal review, if warranted

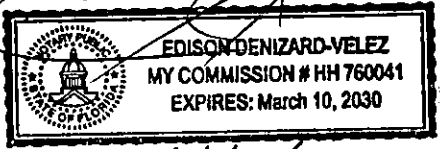
VII. VERIFICATION

I, Jeremy Fetzer, affirm under penalty of perjury that the foregoing facts are true and correct to the best of my knowledge and belief.



 Jeremy Fetzer

Date: 4/1/2026



04/01/2026

VIII. ATTACHMENTS (EVIDENCE)

- Social media marketing of Coqui's Kitchen at 10 W. Dakin Ave
- DBPR License documentation (MFD5953952)
- Business Tax Receipt records (or absence thereof)
- Email dated September 11, 2025 at 12:55 PM from official government account
- Notarized Business Boost 2.0 grant application
- City Commission meeting records (December 17, 2024)



MEETING AGENDA (REVISED)
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, DECEMBER 17, 2024 AT 6:00 PM

1. MEETING CALLED TO ORDER

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Kissimmee Police Department Canine Baxter Agreement and Retirement Ceremony

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - First Reading - Proposed Ordinance #24-17 - Amending Chapter 38 to create Section 38-1: Public Camping or Public Sleeping and repealing Chapter 10, Article X: Panhandling.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF KISSIMMEE, FLORIDA, CREATING AND ENACTING CHAPTER 38, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," ARTICLE 1, "IN GENERAL," SECTION 38-1 "PUBLIC CAMPING OR SLEEPING" OF THE KISSIMMEE CITY CODE, AMENDING CHAPTER 1, "GENERAL PROVISIONS," SECTION 1-22, "GENERAL PENALTY," TO PROVIDE FOR PENALTY; AMENDING CHAPTER 42, "TRAFFIC AND VEHICLES," ARTICLE II, "PARKING, STANDING, STOPPING," DIVISION 1, "GENERALLY," SECTION 42-22(A), "HEARING TO CONTEST CITATION BEFORE CITY HEARING OFFICER" TO PROVIDE FOR CIVIL HEARINGS; REPEALING CHAPTER 10, "BUSINESSES AND BUSINESS REGULATIONS" ARTICLE X "PANHANDLING;" PROVIDING FOR FINDINGS, PURPOSE, INTENT AND DEFINITIONS; MAKING THE ACT OF PUBLIC CAMPING AN OFFENSE PUNISHABLE BY LAW, PROVIDING FOR PROGRAM IMPLEMENTATION REQUIREMENTS AND PROVIDING FOR ENFORCEMENT AND ADMINISTRATIVE PROCEDURES; PROVIDING SEVERABILITY, ADMINISTRATIVE CORRECTION, CODIFICATION, PUBLICATION REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

5. PUBLIC HEARINGS

5.A Public Hearing – Resolution Complying with General Law Advance Notice to Tax Collector

5.B Public Hearing - Program Year 2023-2024 Community Development Block Grant Consolidated Annual Performance and Evaluation Report (CAPER)

6. HEAR AUDIENCE

Anything requiring a vote will be heard at a later time.

7. CONSENT AGENDA

The consent agenda is a technique designed to expedite the handling of routine miscellaneous business of the City Commission. The City Commission in one motion may adopt the entire Consent Agenda. The motion for adoption is non-debatable and

6

must receive unanimous approval. By request of any individual member, an item may be removed from the Consent Agenda for discussion.

- 7.A Approval of City Commission Minutes from the December 3, 2024 meeting
- 7.B Osceola Mental Health Parcel Plat - Final Plat
- 7.C Memorandum of Understanding between the City of Kissimmee and the Kissimmee Professional Firefighters, Local 4208 representing the Rank and File Unit and Supervisory Unit Contract
- 7.D 2025 Event and Festival Series Calendar
- 7.E Award EcoTour Concession Services for RFP2025-001
- 7.F Osceola HOME Consortium Disbursement Agreement Between Osceola County and the City of Kissimmee FY 2024-2025
- 7.G Airport Consent to Sub-Lease Between Sunstate Aviation Holdings, LLC and Latitude Language
- 7.H Task Order No. 1 for Professional Service Agreement with RS&H, Inc., for Airport Environmental Services
- 7.I Consent and Estoppel Certificate, Quantem FBO Group – Kissimmee, LLC
- 7.J Approval to Apply for a Federal Aviation Administration Grant for Taxiway Alpha Improvements Design
- 7.K Approval to apply for Airport Internship Grant Application from Florida Airports Council
- 7.L Disposal of City Assets
- 7.M State Housing Initiatives Partnership (SHIP) Owner Occupied Rehabilitation Agreement for 1118 Brack Street, Kissimmee, FL 34744
- 7.N Community Project Funds Acceptance and Authorization
- 7.O Acceptance of Funding from East Central Florida Regional Planning Council
- 7.P Soho at Lakeside Townhomes – Final Plat
- 7.Q Payment Installment Agreement with Iglesia Nazaret A/G Inc. Church for Impact Fees

8. DISCUSSION ITEMS

- 8.A Annual Red Light Camera Report Presentation and Discussion
- 8.B Consideration of a Request for a Non-Binding Letter of Intent to Lease and First Right of Refusal Agreement from Kissimmee Place Development Group.
- 8.C Resolution to Amend Rates & Charges Policy for Kissimmee Gateway Airport
- 8.D Vector Airport Systems, LLC Transient Aircraft Landing Fee Process Agreement
- 8.E Approval of Proposed Legislative Priorities for 2025

8.F American Rescue Funds Obligation

- 8.G Advisory Board Vacancy: Board of Adjustment

9. HEAR CITY OFFICIALS

- 9.A CITY MANAGER
- 9.B CITY ATTORNEY

Case_Id	Case_Name	Case_Status	Funding_TotalAmount
31159	KMG PARTY DESIGNER	Approved	\$ 10,000.00
31072	Florida Coach Inc	Approved	\$ 20,000.00
31192	YES! BUSINESS DEVELOPMENT & MULTIMEDIA CORP	Approved	\$ 10,000.00
31155	Qwalifize LLC	Approved	\$ 10,000.00
31057	Pleasant Hill Family Chiropractic LLC	Approved	\$ 10,000.00
31186	Ivonne Accounting Services & More LLC	Approved	\$ 10,000.00
31120	Salon 405	Approved	\$ 10,000.00
31038	LITOPLAN4U ENTERPRISES INC	Approved	\$ 20,000.00
31081	The Real Estate Gallery LLC	Approved	\$ 15,000.00
31024	Miguelos Ultra Lounge	Approved	\$ 20,000.00
31027	Boga cafe & Bread	Approved	\$ 10,000.00
31202	j23 barbers by cobe	Approved	\$ 10,000.00
31219	Smartx Tecnology Inc	Approved	\$ 10,000.00
31039	Blooming Nails Studio And More Llc	Approved	\$ 10,000.00
31106	DataPsy Inc	Approved	\$ 10,000.00
31213	John A Fields DBA Jack Fields Agency	Approved	\$ 10,000.00
31207	PREMIER REALTY GROUP LLC	Approved	\$ 20,000.00
31204	Insurance Ladies and Multiservice Inc	Approved	\$ 10,000.00
31050	EL REY DE LOS POLLOS INC	Approved	\$ 15,000.00
31068	Lewis Music Store	Approved	\$ 15,000.00
31133	Magdalene Insurance Group, Inc Dba Atlas Insurance Agency	Approved	\$ 10,000.00
31043	MCO EXCLUSIVE BARBERS LLC	Approved	\$ 10,000.00
31023	AeroStar Training Services	Approved	\$ 20,000.00
31044	El Amigo Wireless Inc	Approved	\$ 10,000.00
31030	Osceola Therapeutic Wellness Center	Approved	\$ 10,000.00
31164	Orlando Flight School	Approved	\$ 10,000.00
31082	WR THE EMBROIDERY AND PRINTSHOP OUTLET	Approved	\$ 10,000.00
31028	Alcoholadito Eco LLC	Approved	\$ 5,000.00
31179	Saqui Academy	Approved	\$ 10,000.00
31093	The Nail Boutique	Approved	\$ 10,000.00
31162	AJ's Refurbishing, LL	Approved	\$ 10,000.00
31100	Abracadabra Ice Cream Factory LLC	Approved	\$ 10,000.00
31127	styling coiffure beauty salon & barber shop	Approved	\$ 10,000.00

31098	ANGEL'S TOUCH DENTAL OFFICE, P.A.	Approved	\$	15,000.00
31075	D&E PRECAST AND CONSTRUCTION SERVICES INC	Approved	\$	10,000.00
31142	THE HVAC-R TRAINING SCHOOL INC DBA CRUZ INSTITUTE	Approved	\$	15,000.00
31048	BEAUTY PLUS SALON, LLC	Approved	\$	15,000.00
31096	Rd Accounting Services and More LLC	Approved	\$	10,000.00
31019	123 LLC	Approved	\$	1.00
31151	adjuster groups llc	Approved	\$	15,000.00
31173	Utopia Health Career Center, LLC	Approved	\$	10,000.00
31122	Legal and Business Office for Dominican Republic and Florida, Inc.	Approved	\$	10,000.00
31175	General Upholstery LLC	Approved	\$	10,000.00
31040	Spectrum Aero LLC	Approved	\$	20,000.00
31029	NEW STYLES BEAUTY SALON CORPORATION	Approved	\$	10,000.00
31054	Kissimmee Diner dba Matador Taco & Tapas	Approved	\$	15,000.00
31206	Cunningham's, Inc.	Approved	\$	20,000.00
31035	LR Business Consulting & Investment Inc	Approved	\$	10,000.00
31095	Claudia's Alteration and Tailoring Inc	Approved	\$	10,000.00
31109	Mai Solutions LLC	Approved	\$	10,000.00
31059	Adanse, llc	Approved	\$	20,000.00
31065	Lechonera El Jibarito LLC	Approved	\$	10,000.00
31171	All Family Resource Ctr., LLC	Approved	\$	10,000.00
31158	Art In Motion LLC	Approved	\$	15,000.00
31066	AMERICAN JANITORIAL MAINTENANCE & SERVICES INC	Approved	\$	10,000.00
31049	Buchito Restaurant LLC	Approved	\$	10,000.00
31033	Alpha Legal LLC	Approved	\$	5,000.00
31041	Kapp and Kappy B&B LLC	Approved	\$	15,000.00
31168	EMPIRE BUSINESS & TAX ADVISORS LLC	Approved	\$	10,000.00
31139	Gift Me Flowers, LLC	Approved	\$	10,000.00
31026	Jecalex Supercell	Approved	\$	10,000.00
31052	Simply Title, LLC	Approved	\$	10,000.00
31101	Sacred Alchemy	Approved	\$	10,000.00
31025	Maxflight Helicopter Services inc	Approved	\$	20,000.00
31223	5 star family services inc	Approved	\$	10,000.00
31071	PREVENTIVE MAINTENANCE SOURCE LLC	Approved	\$	5,000.00
31091	Latin Connection Real Estate Corp	Approved	\$	10,000.00

31064	Osceola Star Newspaper Inc	Approved	\$	10,000.00
31185	Cicis Pizza - 1400 East Vine	Approved	\$	15,000.00
31152	ALBERT GRAPHICS & BIKE SHOP LLC	Approved	\$	10,000.00
31121	Mikey's Pizza-ria	Approved	\$	10,000.00
31074	IPC SERVICES LLC	Approved	\$	10,000.00

AFFIDAVIT

Before me, a notary public, in and for the State of Florida - at large, personally appeared, Kenneth Machuca, and having first made due oath or affirmation, states:

1. My name is Kenneth Machuca
(Write Name Here)
2. I am the Owner of KMG Party Designer
(Insert Job Title) (Insert Company Name)
3. The Company was formed in Missouri and is a Corporation
(Country and State) (Insert the Type of Entity (ex. LLC, Inc., etc.))
4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit
5. I affirm that the Company is not:
 - a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a Foreign Country of Concern), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where 'controlled by' means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity; or*
 - b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Kenneth Machuca
(Signature of Affiant)

The foregoing instrument was acknowledged before me this 17th day of January
(Insert Day) (Insert Month)

2024, by Kenneth Machuca
(Insert Year) (Insert Name of Affiant)



JANETTE MARTINEZ
Commission #HH248551
Expires March 23, 2025

Personally known ☒
OR Produced Identification ☐
Type of Identification Provided _____

PRINT, TYPE OR STAMP NAME OF NOTARY

BUSINESS TAX RECEIPT

City of Kissimmee
Development Services Center
101 Church Street
Kissimmee, Florida 34741

BUSINESS NAME: KMG PARTY DESIGNER LLC / KENNYS CAKE PR Business Type(s): Caterers (Food Prep) Only

DBA:

BUSINESS OWNER: kenneth Machuca

BUSINESS LOCATION: 10 W DAKIN AVE
KISSIMMEE, FL 34741

Business Tax Receipt No: BTR-13675

License Year: 2026

Effective Date: 09/04/2025

Expiration Date: 09/30/2026

LATE PENALTIES: AS OF OCTOBER 1 - 10% AS OF NOVEMBER 1 - 15% AS OF DECEMBER 1 - 20% AS OF JANUARY 1 - 25%
OPERATING A BUSINESS WITHOUT A BUSINESS TAX RECEIPT IS SUBJECT TO CIVIL ACTIONS AND A PENALTY OF UP TO \$250.

Business Occupancy Limit: N/A persons.

Please contact Fire Prevention at 407.518.2202 for questions about maximum occupancy load.

C. COVID-19 Impact

Completed by kennycake28@gmail.com on 12/18/2025 5:28 PM

Case Id: 31159

Name: KMG PARTY DESIGNER - 2025

Address: 10 W Dakin Ave, KISSIMMEE, FL 34741

C. COVID-19 Impact

Please provide the following information.

C.1. Was your business negatively impacted by COVID-19?

Yes

C.2. How was your business impacted by COVID-19? Please specify the revenue loss per calendar year from 2019 through December 30, 2024.

COVID-19 continues to negatively impact our business through increased operating costs, inconsistent customer demand, and limited cash flow.

C.3. How are the effects of COVID-19 still negatively impacting your business?

The effects of COVID-19 continue to negatively impact our bakery and beverage business through higher ingredient and supply costs, inconsistent customer traffic, and ongoing cash flow challenges. Supply disruptions and price increases have made it difficult to maintain consistent inventory and pricing. These ongoing impacts have slowed our recovery and limited our ability to fully return to pre-pandemic revenue levels.

C.4. Describe any steps you have taken to recover from these impacts.

We reduced expenses, adjusted pricing, improved operational efficiency, and carefully managed inventory and cash flow to support recovery.

C.5. Explain how this grant will help your business recover or stabilize.

This grant will help stabilize our business by covering essential operating expenses, improving cash flow, and allowing us to continue recovery toward long-term sustainability.

C.6. Provide any additional information about your financial hardship.

Our business continues to face financial hardship due to increased operating costs and limited cash flow, which has restricted our ability to reinvest in inventory, equipment, and growth.

GISSIMMEE

WORK. PLAY. THE CITY. TOGETHER.

VENDOR AUTHORIZATION AGREEMENT FOR ELECTRONIC FUNDS TRANSFER

(DEPOSIT)

I hereby authorize The City Of Kissimmee to initiate deposit entries to my checking/saving account indicated below.

A PRENOTIFICATION WILL BE SENT TO YOUR BANK FOR THE FIRST PAYMENT AND YOU WILL RECEIVE A REGULAR CHECK - THEREAFTER FUNDS WILL BE DEPOSITED DIRECTLY INTO YOUR ACCOUNT

This authority is to remain in full force and effect until The City Of Kissimmee has received written notification from the vendor of its termination in such time and in such manner as to afford the company a reasonable opportunity to act on or until The City Of Kissimmee has sent me ten (10) days written notice of The City Of Kissimmee's termination of the agreement.

VENDOR NAME	<u>Kyle Party Designer</u>	DATE	<u>1/7/26</u>
REMIT TO ADDRESS	<u>16 W. Dinkin Ave</u>		
CITY	<u>Kissimmee</u>	STATE	<u>FL</u> ZIP <u>34741</u>
CONTACT NAME	<u>Kenneth Maluca</u>	PHONE #	<u>687-266-4797</u>
EMAIL ADDRESS	<u>Kennymaluc@gmail.com</u>		
TAX PAYER ID #	Tax Information / Federal		
SIGNATURE	<u>Kenneth Maluca</u>		
BANK	<u>Wells Fargo</u>		
BANK ADDRESS	<u>1473 Osceola Pkwy, Kissimmee FL 34744</u>		
CITY	<u>Kissimmee</u>	STATE	<u>FL</u> ZIP <u>34744</u> PHONE # <u>407-343-1358</u>
ACH ROUTING NUMBER	Bank Account Information		
ACCOUNT NUMBER	Bank Account Information		

Please return this form with a voided check or deposit slip to:

Debbie Luke email - debbie.luke@kissimmee.gov
City Of Kissimmee - Finance Department
101 N Church St
Kissimmee FL 34741

CDK41112612BLS

VENDOR #	
ENTERED BY	
Date	
VENDOR CITY USE ONLY	

14

KMG PARTY DESIGNER LLC
1834 MEADOW POIND WAY
ORLANDO, FL 32824



Wells Fargo Bank, N.A.
Florida
wellsfargo.com
63 751/631

Bank

PAY TO THE
ORDER OF _____

\$ _____

_____ DOLLARS

MEMO

Void

AUTHORIZED SIGNATURE

Bank Account Information

COMMERCIAL LEASE AGREEMENT

THIS AGREEMENT made, entered into and executed this 1st day of April 2024 by and between PEDRO CABA – PEDCAB PROPERTIES, LLC (hereinafter called "Lessor") and KENNETH MACHUCA AND DELIA M. ANDINO – KMG PARTY DESIGNER LLC, (hereinafter called "Lessee"). Lessor and Lessee contract and agree as follows:

1. **LEASED PROPERTY.** Lessor hereby leases unto Lessee the retail unit located at **12 W. DAKIN AVE, KISSIMMEE FL 34741** With approximately **512** square footages (hereinafter "the leased property").

2. **PURPOSE:** The leased property described above is leased to the Lessee for the purpose of **RETAIL STORE, EVENT PLANNING AND PARTY DESIGNER.**

3. **TERM OF LEASE:** The term of this lease shall be for a term of One year commencing on April 1st, 2024, and expiring at midnight on February 28th, 2025, with a TWO year- extension option. In any event following 12 months or 1 year the lessee may terminate the lease by giving the lessor written 90 days' notice, prior to the requested termination date.

4. **MONTHLY RENT:** During the term of the lease, the Lessee shall pay to the Lessor, and shall be responsible to physically submit the same to the Lessor's place of business as indicated herein (item # 29), on the first day of each calendar month, as monthly rent, the sum of **NINE HUNDRED AND FORTY-FIVE Dollars and (\$945.00)** per month, plus **applicable Florida Sales Tax**. The next payment should be made by Lessee to Lessor on April 1st, 2024, in addition, if the two parties decide to extend the lease term to one or three years, in the Second year the monthly rent will increase by **3% the applicable taxes plus Florida Sales Tax**. For the Third year the monthly rent will increase by **3% the applicable taxes plus Florida Sales Tax** in the third year. Lessee shall not be permitted to withhold rent or deduct from the rent for cause of property maintenance issues.

5. **LATE RENT:** Said above-described monthly rents shall not be deemed late if paid by the 1st day of the month. If rental payment is not received by the 5th day of the month, then payment shall be subjected to a late charge of \$50.00 plus \$10.00 per every day that is late. If rent payment is not received by the 10th day of the month, then, upon receipt by Lessee from Lessor that Lessee is in breach of contract, Lessee shall vacate the leased property within 5 days. Lessee must leave the property in good condition and refrain from causing any damage to the property.

8. **WORTHLESS CHECKS:** If Lessee pays the monthly rent with a check that is returned by the bank to the Lessor for insufficient funds, then the lease shall be considered immediately void, and Lessee shall vacate the leased property within 5 days without requiring Lessor to initiate an eviction action. If Lessee fails to leave the leased property within said five-day period, Lessee authorizes Lessor to immediately remove Lessee and Lessee's personal belongings from the leased property, and to change the lock on the leased property, and Lessee shall then reimburse Lessor for all costs.

associated therewith. Lessee shall leave the property in good condition and refrain from causing any damage to the property. Lessor shall not be liable to Lessee for any costs or reimbursements.

7. SECURITY DEPOSIT. Lessee has paid a security deposit in the amount of (\$ 00.00). The Security Deposit Shall be returned to Lessee at the termination of this lease if and only if the obligations of this lease have been fully discharged, and lessee returns the leased property without any damages or any unauthorized alterations or improvements.

8. NO SUBLEASE OR ASSIGNMENT. At no time during the term of the lease shall Lessee assign or sublet the leased property. Lessor may sell, transfer, or assign all or any part of its interest in the building in which the leased property is located without the consent of Lessee.

9. INDEMNITY. Lessor and Lessee shall indemnify and save harmless the other from any and all losses, fines, suits, damages, expenses, claims, demands and actions of any kind resulting from their negligence, breach, or violation or non-performance of any condition hereof.

10. INSURANCE

LESSEE. Lessee shall, during the entire term of the Lease, keep in full force and effect a policy of public liability insurance with respect to the Property and the business operated by Lessee in the leased property and which the limits of general liability shall be in the amount of One Million Dollars (\$ 1,000,000.00) combined single limit, naming Lessor as additional insured. Such coverage shall include a broad form general liability endorsement. The policy shall contain a clause that the Lessee will not cancel or change the insurance without first giving the Lessor ten (10) days prior written notice. Lessee shall provide to Lessor duplicate, originals or certificates of insurance of the policies within 10 business days of the signing of this agreement.

Lessee shall maintain workmen's compensation coverage as required by the laws of the State, where the leased property is located, or the laws of the United States.

LESSOR. Lessor shall, during the term hereof, at its sole expense, reasonably attempt to provide and keep in force insurance on the building against loss or damage by fire and extended coverage, in an amount equal to one hundred percent (100%) of the full insurable value thereof, which insurance shall be placed with an insurance company or companies approved by Lessor and licensed to do business in the State of Florida. The term "full insurable value" shall mean actual replacement value of the building exclusive of costs of excavation, foundations and footing below ground level.

11. REPAIRS

(A) Except as otherwise provided, Lessor shall be solely responsible for major issues such as maintaining the roof, the building's foundation, the structure and exterior of the building in good repair for their insured use.

(B) Lessee's Repairs: The Lessor will deliver the subject unit to the Lessee in proper working order. Upon taking possession of the unit, any and all upgrades, construction, minor repairs and maintenance, replacement, including ALL air conditioning repairs, shall be the responsibility of Lessee. If Lessee fails to promptly make safety related repairs or replacements, within fifteen (15) days of occurrence, Lessor may, at its option, make such repairs or replacements and Lessee shall repay the costs thereof to Lessor on demand.

12. ALTERATIONS, TRADE FIXTURES: Lessee shall have the right to make such alterations and improvements to the leased property as it deems necessary or desirable upon giving written notice of same to Lessor, and Lessor accepting in writing Lessee's proposed alterations or improvements. Lessee shall submit to Lessor a detailed proposal of the intended alterations. Such alterations and improvements shall comply with all applicable construction laws, regulations, and city and county ordinances and shall conform generally to the existing improvements on the Property.

13. MAINTENANCE OF THE LEASED PROPERTY: Lessee shall be responsible for keeping the subject unit and related areas in a clean and wholesome condition and will comply at all times with all lawful health and regulatory standards.

14. UTILITIES/SERVICES/TRASH REMOVAL: All utilities as required for the subject unit shall be the responsibility of, and paid for by, the Lessee. As may be necessary, the Lessee shall pay for solid waste disposal. Further, there is no "Valet Service" and the Lessee shall be responsible for properly transporting any and all spoils to the designated solid waste receptacle. More specifically, Lessee shall remove its own trash, wastepaper, boxes, cartons, cans, bottles and debris, and all items, and shall not permit the accumulation of such materials.

15. NO NUISANCE: Lessee shall not engage in any act, or permit its patrons, to engage in any act which shall constitute a nuisance to the other tenants in the building or neighboring business.

16. INSTALLATION OF SIGNS: Prior to ordering and installing any signs, Lessee shall submit to Lessor proposed drafts of any sign that Lessee may seek to install on the exterior or on the windows of the leased property. Lessee may not install any signs on the exterior or on the windows of the leased property unless Lessor grants written permission to do so. In that event, Lessor will assign the spaces where the Lessee could install such signs or signs as may be useful in connection with its business so long as all such signs comply with all requirements of the City of Kissimmee, where the leased property is located. Lessee shall be solely responsible for any expenses associated with the installation and removal of Lessee's signs. At the end of the Lease, Lessee agrees to remove at its own expense any and all signs associated with Lessee's business.

17. COMPLIANCE WITH LAWS: Lessee shall promptly comply with all of the ordinances of the City of Kissimmee and of Osceola County, or of any other governmental body applicable to the leased property and to all ordinances and regulations ordered by the state board of health, health department or public departments of the City of Kissimmee and/or Osceola County for the protection, promotion and preservation of public health and safety in connection with the Property. Lessee shall also comply with the rules and regulations of the City of Kissimmee and Osceola County. Lessee shall

Lessee fail to promptly comply with the required ordinances, then Lessor may terminate this lease without further liability by giving Lessee thirty (30) days written notice of Lessor's intent to terminate the lease for Lessee's non-compliance with the applicable laws.

18. APPROVAL BY CITY. This Lease is contingent upon approval, if required, by the City in which the leased property is located and any other governmental authority having jurisdiction of Lessee's proposed use and occupancy of the leased property and the conformance of that use and occupancy with all zoning and municipal requirements. Such approval shall be a condition precedent to the effectiveness of this Lease. If Lessee occupies the leased property prior to such approval and approval is later denied, either party may terminate the Lease and the parties shall thereupon have no further obligations to each other. However, Lessor shall not be liable for any expenses incurred by Lessee.

19. SURRENDER OF THE LEASED PROPERTY. Lessee shall, upon the expiration of the term of the Lease, or upon an earlier termination hereof, quit and surrender the leased property, furnishings and equipment belonging to Lessor in good order and condition and in broom-clean condition, and shall not remove any fixtures.

20. PARKING. Lessee can park on the Street following City Rules and Regulations on subject property and adjoins the building on the north and east building face.

21. INJURIES OR LOSS. Lessor shall not be responsible or liable for any loss, theft, or damage to the leased property or injury to, or death of, any person within the leased premises. Lessee agrees to indemnify, defend and hold Lessor harmless from any liability.

22. ENTRY OF LANDLORD. Lessee agrees that it will not change the locks to the leased premises without first giving a key to Lessor. Lessor reserves the right to enter upon the leased property at reasonable times for the purpose of inspecting the leased property and reserves the right to show the leased property at reasonable time to prospective tenants or buyers, but only after giving Lessee at least twenty-four hours advance notice and coordinating a time with Lessee. Lessor reserves the right to enter the leased property without notice in case of emergency.

23. DAMAGE THE PROPERTY BY FIRE OR ANOTHER CASUALTY. If Property, including improvements thereon, are injured by fire or other casualty, Lessee shall have the exclusive right and option to either terminate this Agreement or reconstruct and/or repair the said damaged improvements and continue this Lease under its terms and conditions as if no such casualty occurred by giving written notice to Lessor of Lessee's intention to so continue this Lease within thirty (30) days after the date of said damage or casualty. In the event that Lessee so elects to continue this Lease, any insurance proceeds payable as a result of said fire or casualty shall be first applied to pay the reconstruction or repair of said improvements, and any balance of such insurance proceeds after payment of said reconstruction or repair shall be paid to Lessee, or unless the insurance policy under which payment is made.

24. CONDEMNATION. If, during the term of this Agreement, the Property shall be taken or condemned, either in whole or part, by competent authorities for public or quasi-public use, Lessee shall have the option to terminate this Agreement as of the date of taking. If Lessee elects not to terminate this Agreement, then this Agreement shall continue in full force and effect. In the event that an award is made for the taking of such property and parcels of the leased property in condemnation proceedings, or by the right of eminent domain, or conveyance under threat of condemnation proceedings, Lessor shall be entitled to receive and retain the amounts awarded or paid for such taking or conveyance, provided, however, that Lessee shall be entitled to receive and retain such amounts as are specifically awarded to it in such proceedings because of the taking of its furniture, or fixtures, and its leasehold improvements which have not become part of the realty. It is understood and agreed that any amounts specifically awarded in any such taking for the damage to the business of Lessee done at the leased property or awarded to it as a result of the interference with the access to the Premises, or for any other damage to the said business and trade done at the leased property, shall be the property of Lessee. It is understood and agreed that in the event of termination of this Lease, as provided under this paragraph, Lessee shall have no claim against Lessor for the value of any unexpired term of this Lease and right or claim to any part of the award on account thereof.

25. LIEN PROTECTION. Lessee agrees that at no time during the term of this Lease will it permit a lien or encumbrance arising from any act or omission on its part of any kind or nature to come into existence against the leased property. If at any time a lien or encumbrance arising from an act or omission of Lessee is filed against the leased property, Lessee shall promptly discharge said lien or encumbrance, and if said lien or encumbrance has not been removed within ten calendar (10) days from the date it is filed or recorded against the leased property, Lessee agrees that it will deposit with Lessor in cash or a satisfactory bond in an amount sufficient to satisfy the claim of the person or concern filing the lien or encumbrance and shall leave the same on deposit with Lessor until said lien is discharged.

26. LESSEE IS NOT AN AGENT OF THE LESSOR. It is understood and agreed that the relationship of the parties hereto is strictly that of Lessor and Lessee and that the Lessor has no ownership in the Lessee's enterprise, and vice versa, and this Lease shall not be construed as a joint venture or partnership. The Lessee is not and shall not be deemed to be an agent or representative of the Lessor.

27. SUCCESSORS. All covenants, conditions and agreements and undertakings contained in this Agreement shall extend to and be binding on the respective heirs, successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

28. BREACH. Unless otherwise specified in this Lease, Lessor shall give Lessee written notice of any material breach or default under this Lease. If Lessee does not cure the default at the end of three (3) days after receipt of notice, then Lessor may do one or more of the following: (1) take possession of the leased property; (2) ending this Lease; (3) awarding (4) and for damages; and/or (5) exercising any other remedies available under the law. It is further understood and agreed by and between the Lessor and Lessee that, on account of breach by Lessee of any of the obligations hereunder, it shall be deemed necessary for Lessor to employ and/or consult with an attorney to prosecute or defend in connection with Lessor's rights or remedies hereunder, then and in any

such event, Lessee shall be liable for all attorney fees, court costs and other expenses incurred by Lessor as a result of Lessee's breach or default.

29. LESSOR/LESSEE CONTACT INFORMATION.

Until further written notice to Lessee, all notices and rent payments from Lessee shall be served or sent to Lessor at the following address:

LESSOR: PEDCAB PROPERTIES, LLC, c/o Pedro Caba
LESSOR'S ADDRESS: 223 Broadway Avenue, Kissimmee FL 34741
LESSOR'S PHONE #: 407-439-2527 Office: In case of Emergency (407) 452-4119

Until further written notice to Lessor, all notices from Lessor to Lessee shall be served or sent to Lessee at the following address:

LESSEE: Kenneth Machuca and Delia M. Andino - KMG Party Designer
LESSEE'S ADDRESS: 12 W. DAKIN AVENUE, Kissimmee, FL 34741
LESSEE'S PHONE #: 787-604-7540 & 787-934-7045

All notices to be given under this Agreement shall be in writing and shall be served personally or sent by United States certified or registered mail.

30. ENTIRE AGREEMENT. This Agreement contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any other manner other than by agreement in writing signed by all parties hereto or their respective successors in interest. No representations, promises, terms, conditions, obligations or warranties whatsoever referring to the subject matters hereof, other than those expressly set forth herein, shall be of any binding legal force or effect whatsoever.

31. SAVINGS CLAUSE. If any section, paragraph, sentence or portion of this Agreement or the application thereof to any party or circumstance shall, to any extent, be or become invalid or illegal, such provision is and shall be null and void, but, to the extent that said null and void provisions do not materially change the overall agreement and intent of this entire agreement, the remainder of this Agreement shall not be affected thereby and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.

32. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

33. GUARANTEE. KENNETH A. MACHUCA AND DELIA M. ANDINO - KMG PARTY DESIGNER LLC, a doing as much not, and their successors and assigns, shall be bound up the Guaranty, notwithstanding any extension, or indulgence granted or agreement made, with respect to the performance of all of the terms of this lease, and shall be bound up the Guaranty, with the

defense of payment available to Lessee. Guarantor agrees that its liability under this Guaranty shall be primary, and that, subject to the provisions hereof, in any right of action which shall accrue under the lease, Lessor may at its option, proceed against Guarantor without having commenced any action, or having obtained any judgment, against Lessee.

LESSOR:

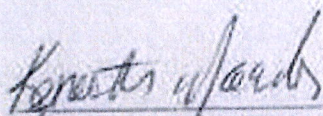
Pedro Caba

02/28/2024 07:10 PM

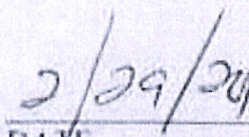
LANDLORD
PEDCAB PROPERTIES, LLC, c/o Pedro Caba

DATE

LESSEE:

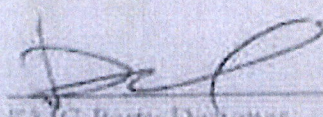


KMG Party Designer
Kenneth Machuca

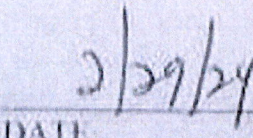


DATE

LESSEE:



KMG Party Designer
Delta M. Andino



DATE

CITY OF
KISSIMMEE
1883

NEW VENDOR REQUEST

(Please forward completed form with W-9 to Purchasing
and completed EPayable or EFT Enrollment Form)

Vendor Name KM6 Party Designer
Vendor Address 10 W Dakin Ave
City Kissimmee ST FL Zip 34741
Commodity Bakery
Remit To Address 10 W Dakin Ave
City Kissimmee ST FL Zip 34741
Contact Kenneth Machuca
Phone Number 689 266 4749
Fax Number _____

Requestor: _____

Department: _____ Phone _____

Requisition Number _____



W-9 Form Must Be Attached

EPayable



EFT



COK-FINANCE-VNDREQ (APRIL 2019) rev



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company

KMG PARTY DESIGNER LLC

Filing Information

Document Number	L18000079520
FEI/EIN Number	82-5248297
Date Filed	03/28/2018
Effective Date	03/28/2018
State	FL
Status	ACTIVE

Principal Address

10 W. DAKIN AVE
KISSIMMEE, FL 34741

Changed: 05/18/2018

Mailing Address

1305 Heavenly
Saint CLOUD, FL 34769

Changed: 04/28/2025

Registered Agent Name & Address

ANDINO, DELIA

1305 Heavenly
Saint CLOUD, FL 34769

Name Changed: 05/01/2019

Address Changed: 04/28/2025

Authorized Person(s) Detail

Name & Address

Title MGR

MACHUCA GUERRA, KENNETH

1305 Heavenly
Saint CLOUD, FL 34769

Title President

ANDINO QUILES, DELIA M.
1305 Heavenly
Saint CLOUD, FL 34769

Annual Reports

Report Year	Filed Date
2024	04/25/2024
2025	04/28/2025
2026	03/16/2026

Document Images

03/16/2026 -- ANNUAL REPORT	View image in PDF format
04/28/2025 -- ANNUAL REPORT	View image in PDF format
04/25/2024 -- ANNUAL REPORT	View image in PDF format
03/23/2023 -- ANNUAL REPORT	View image in PDF format
04/28/2022 -- ANNUAL REPORT	View image in PDF format
04/26/2021 -- ANNUAL REPORT	View image in PDF format
06/08/2020 -- ANNUAL REPORT	View image in PDF format
05/01/2019 -- ANNUAL REPORT	View image in PDF format
03/28/2018 -- Florida Limited Liability	View image in PDF format

[Previous on List](#) [Next on List](#) [Return to List](#)[Filing History](#)

Fictitious Name Search

Fictitious Name Detail

Fictitious Name

KENNY'S CAKE, PR

Filing Information

Registration Number G18000055334
Status ACTIVE
Filed Date 05/03/2018
Expiration Date 12/31/2028
Current Owners 1
County OSCEOLA
Total Pages 2
Events Filed 1
FEI/EIN Number 82-5248297

Mailing Address

1834 MEADOW POND WAY
ORLANDO, FL 32824

Owner Information

KMG PARTY DESIGNER LLC

10 DAKIN ST

KISSIMMEE, FL 34741

FEI/EIN Number: 82-5248297

Document Number: L18000079520

Document Images

[05/03/2018 -- Fictitious Name Filing](#)[12/24/2023 -- Fictitious Name Renewal Filing](#)[Previous on List](#) [Next on List](#) [Return to List](#)[Filing History](#)

Fictitious Name Search

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS &
PROFESSIONAL REGULATION



[HOME](#) [CONTACT US](#) [MY ACCOUNT](#)

ONLINE SERVICES

[Apply for a License](#)
[Verify a Licensee](#)
[View Food & Lodging Inspections](#)
[File a Complaint](#)
[Continuing Education Course Search](#)
[View Application Status](#)
[Find Exam Information](#)
[Unlicensed Activity Search](#)
[AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

11:42:08 PM 1/28/2026

Licensee Information

Name: **KMG PARTY DESIGNER LLC (Primary Name)**
KENNY'S CAKE PR (DBA Name)
Main Address: **1834 MEADOW POND WAY**
ORLANDO Florida 32824
County: **ORANGE**
License Mailing: **1834 MEADOW POND WAY**
ORLANDO FL 32824
County: **ORANGE**
License Location: **10 W DAKIN ST**
KISSIMMEE FL 34741
County: **OSCEOLA**

License Information

License Type: **Permanent Food Service**
Rank: **Seating**
License Number: **SEA5911670**
Status: **Current,Active**
Licensure Date: **12/21/2018**
Expires: **04/01/2026**

Special Qualifications

Qualification Effective

1-49 SEATS

Risk Level 2

09/09/2025

Alternate Names

[View Related License Information](#)
[View License Complaint](#)
[View Recent Inspections](#)

27

[Search](#) > [Account Summary](#) > [Bill Details](#)

Business Tax Account #187305

KMG Party Designer, LLC

Current owner:

Kenneth Machuca - MGR

Doing business as:

Kenny's Cakes, PR

Current business address:

10 W. Dakin Ave.

Kissimmee, FL 34741

[i More Details](#)

Flags:

☒ Commercial Business Location

2021 Details

Account number:

187305

Business start date:

02/08/2021

Physical business location:

CITY OF KISSIMMEE

Business address:

KMG Party Designer, LLC

10 W. Dakin Ave.

Kissimmee, FL 34741

Mailing address:

KMG Party Designer, LLC

d/b/a Kenny's Cake, PR

10 W. Dakin Ave.

Kissimmee, FL 34741

Owner(s):

Kenneth Machuca - MGR

1834 Meadow Pond Way

Orlando, FL 32824

Delia Andino - MEMB

1834 Meadow Pond Way

Orlando, FL 32824



BRUCE VICKERS, CFC

OSCEOLA COUNTY *
TAX COLLECTOR**

PROUDLY SERVING OUR CITIZENS

Menu

Business Tax

Search

10 w dakin ave



Page 1 of 1

Account 93416

PANACEA REALTY INC

Receipt 9200-93416

Business Address

PANACEA REALTY INC

10 W DAKIN AVE

KISSIMMEE, FL 34741

View

Account 187305

KMG Party Designer, LLC

Receipt 200360

Business Address

KMG Party Designer, LLC

10 W. Dakin Ave.

Kissimmee, FL 34741

View

1

29



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company

FORTY MARTINEZ, LLC

Filing Information

Document Number	L23000202920
FEI/EIN Number	92-3677082
Date Filed	04/25/2023
Effective Date	04/20/2023
State	FL
Status	ACTIVE

Principal Address

1398 E Vine St
Lot 6
KISSIMMEE, FL 34744

Changed: 03/09/2025

Mailing Address

320 E DAKIN AVE
KISSIMMEE, FL 34741

Changed: 04/15/2024

Registered Agent Name & Address

MARTINEZ, JANETTE
320 E DAKIN AVE
KISSIMMEE, FL 34741

Address Changed: 04/15/2024

Authorized Person(s) Detail

Name & Address

Title President, Manager

MARTINEZ, JANETTE

30

320 E DAKIN AVE
KISSIMMEE, FL 34741

Annual Reports

Report Year	Filed Date
2024	04/15/2024
2025	03/09/2025

Document Images

03/09/2025 -- ANNUAL REPORT	View image in PDF format
04/15/2024 -- ANNUAL REPORT	View image in PDF format
04/25/2023 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

[Previous on List](#) [Next on List](#) [Return to List](#)

Fictitious Name Search

No Filing History

Fictitious Name Detail

Fictitious Name

COQUI KITCHEN

Filing Information

Registration Number G25000029341
Status ACTIVE
Filed Date 02/26/2025
Expiration Date 12/31/2030
Current Owners 2
County MULTIPLE
Total Pages 1
Events Filed NONE
FEI/EIN Number 92-3677082

Mailing Address

320 E DAKIN AVE
KISSIMMEE, FL 34741

Owner Information

MARTINEZ, JANETTE
320 E DAKIN AVE
KISSIMMEE, FL 34741
FEI/EIN Number: NONE
Document Number: NONE

FORTY MARTINEZ LLC
1398 E VINE ST LOT 6
KISSIMMEE, FL 34741
FEI/EIN Number: 92-3677082
Document Number: L23000202920

Document Images

[02/26/2025 -- Fictitious Name Filing](#)[Previous on List](#) [Next on List](#) [Return to List](#)

Fictitious Name Search

No Filing History

32

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS &
PROFESSIONAL REGULATION



[HOME](#) [CONTACT US](#) [MY ACCOUNT](#)

ONLINE SERVICES

[Apply for a License](#)
[Verify a Licensee](#)
[View Food & Lodging Inspections](#)
[File a Complaint](#)
[Continuing Education Course Search](#)
[View Application Status](#)
[Find Exam Information](#)
[Unlicensed Activity Search](#)
[AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

6:26:32 PM 3/31/2026

Licensee Information

Name:	FORTY MARTINEZ LLC (Primary Name) COQUI KITCHEN (DBA Name)
Main Address:	17 W MONUMENT AVE KISSIMMEE Florida 34741
County:	OSCEOLA
License Mailing:	17 W MONUMENT AVE KISSIMMEE FL 34741
County:	OSCEOLA
License Location:	1985 S JOHN YOUNG PKWY KISSIMMEE FL 34741
County:	OSCEOLA

License Information

License Type:	Mobile Food Dispensing Vehicle
Rank:	Mobile MFDV
License Number:	MFD5953052
Status:	Current,Active
Licensure Date:	09/06/2024
Expires:	04/01/2027

Special Qualifications

Qualification Effective

No Plan Review	06/25/2024
Osceola APR	
Self Sufficient MFDV	06/25/2024
Risk Level 1	01/14/2026

Alternate Names

[View Related License Information](#)
[View License Complaint](#)
[View Recent Inspections](#)

34



BRUCE VICKERS, CFC

OSCEOLA COUNTY *
TAX COLLECTOR**

• PROUDLY SERVING OUR CITIZENS •

Menu

Business Tax

Search

coqui kitchen



No bills or accounts matched your search. The following tips may help:

- Try using different or fewer search terms.
- Try leaving off words like drive, road, avenue, etc. For example, search for 123 Main instead of 123 Main Street.

[Help](#) [Terms of Use](#) [Tax Collector Home](#)

Powered by Grant Street Group.

From: Janette.Martinez@kissimmee.gov <Janette.Martinez@kissimmee.gov>
<Janette.Martinez@kissimmee.gov>
Sent: Thursday, September 11, 2025 12:55 PM
To: kennycake28@gmail.com
Subject: Fwd: City Launches Small Business Relief Grants

Sent from my iPhone
Begin forwarded message:

From: Janette Martinez <janette.martinez@kissimmee.gov>
Date: September 11, 2025 at 12:54:15 PM EDT
To: luena.santiago@gmail.com
Subject: Fwd: City Launches Small Business Relief Grants

Sent from my iPhone

Begin forwarded message:

From: City of Kissimmee <citynews@info.kissimmee.gov>
Date: September 10, 2025 at 8:00:34 PM EDT
To: Janette Martinez <janette.martinez@kissimmee.gov> Subject: City Launches Small Business Relief Grants

City Launches Small Business Relief Grants FOR IMMEDIATE RELEASE Release Date: September 10, 2025 Release Number: CNR-25-041 Media Contact: Alibeth Suarez (news@kissimmee.gov) 321.402.4114 City Launches Small Business Relief Grants

KISSIMMEE, Fla. – The City of Kissimmee is announcing the launch of the Business Boost 2.0 (BB2) Grant Program, a targeted small business assistance initiative created to address lingering economic challenges from the COVID-19 pandemic.

Funded through the American Rescue Plan, the program provides direct grants to eligible small businesses within the

Kissimmee city limits to help offset financial hardships such as decreased sales, increased operational costs, or debt incurred to remain open during and after the pandemic.

Grants are available to qualifying Kissimmee-based small businesses demonstrating financial hardship between March 1, 2020, and December 30, 2024. Businesses must have been established before March 11, 2021, and possess an active Kissimmee Business Tax Receipt.
Eligibility for the grant includes:

Physical business location within Kissimmee city limits Fewer than 500 employees Established before March 11, 2021
Financial hardship from COVID-19 between March 1, 2020, and December 30, 2024 Active City of Kissimmee Business
Tax Receipt and Sunbiz.org status Current on taxes, fees, and code enforcement Compliance with local regulations Grant
award tiers are determined by business size, measured by square footage:

Home-based businesses: \$5,000

Up to 2,500 sq ft: \$10,000

2,501 to 5,000 sq ft: \$15,000

Over 5,000 sq ft: \$20,000

These grants, which do not require repayment, are designed to help businesses within Kissimmee city limits remain viable and continue contributing to the city's economic vitality.

"Our small businesses are the backbone of Kissimmee's economy, and many are still feeling the lasting impacts of the pandemic," said Mayor Jackie Espinosa. "Through Business Boost 2.0, we are giving local business owners the resources they need to remain viable, retain jobs, and continue serving our community."

How to Apply

Applicants must submit a completed application form along with supporting documents, including proof of business status, signed tax forms, recent tax returns, and evidence of financial hardship. The City reserves the right to request additional documentation if needed.

Applications will open September 17, 2025, and will be processed on a first-come, first-served basis while funds remain available. Interested businesses can review eligibility requirements and apply online at

kissimmee.gov/reliefgrantsBegin
Your Business Assistance Process

###

PARA PUBLICACIÓN INMEDIATA

Fecha de Publicación: 10 de septiembre de 2025 Número de Publicación: CNR-25-041 Contacto para los Medios de Comunicación:

Alibeth Suarez (news@kissimmee.gov) 321.402.4114 La Ciudad Inicia Programa de Ayudas para Pequeños Negocios

KISSIMMEE, Fla. – La Ciudad de Kissimmee anuncia el lanzamiento del programa Business Boost 2.0 (BB2), una iniciativa de asistencia dirigida a pequeños negocios que busca enfrentar los desafíos económicos persistentes relacionados con la pandemia de COVID-19.

Financiado a través del Plan de Rescate Estadounidense (American Rescue Plan), este programa ofrece ayudas directas a pequeños negocios elegibles dentro de los

límites de la Ciudad de Kissimmee, con el fin de compensar dificultades financieras como la disminución de ingresos, el aumento de costos operativos o las deudas acumuladas para mantener el negocio abierto durante y después de la pandemia.

Las ayudas están disponibles para pequeños negocios ubicados en Kissimmee que demuestren haber enfrentado dificultades financieras entre el 1 de marzo de 2020 y el 30 de diciembre de 2024. Los negocios deben haber sido establecidos antes del 11 de marzo de

2021 y contar con una Licencia Comercial activa de la Ciudad de Kissimmee (Business Tax Receipt).

Requisitos de elegibilidad:

Tener una ubicación física dentro de los límites de la Ciudad de Kissimmee Tener menos de 500 empleados Haber sido establecido antes del 11 de marzo de 2021 Haber enfrentado dificultades financieras entre el 1 de marzo de 2020 y el 30 de diciembre de 2024 Contar con una Licencia Comercial activa de la Ciudad de Kissimmee y estatus activo en Sunbiz.org

Estar al día con impuestos, tarifas y sin violaciones de códigos Cumplir con todas las regulaciones locales Monto de las ayudas según el tamaño del negocio (por pies cuadrados):

Negocios desde casa: \$5,000

Hasta 2,500 pies cuadrados: \$10,000

De 2,501 a 5,000 pies cuadrados: \$15,000 Más de 5,000 pies cuadrados: \$20,000

Estas ayudas, que no requieren reembolso, están diseñadas para ayudar a que los negocios dentro de Kissimmee sigan siendo viables y continúen contribuyendo a la vitalidad económica de la ciudad.

"Nuestros pequeños negocios son el motor de la economía de Kissimmee, y muchos aún sienten los efectos duraderos de la pandemia," dijo la Alcaldesa Jackie Espinosa. "Con Business Boost 2.0, estamos brindando a los propietarios locales los recursos necesarios para mantenerse activos, conservar empleos y continuar ofreciendo servicios a nuestra comunidad".

¿Cómo aplicar?

Los solicitantes deberán presentar un formulario de solicitud completo junto con la documentación requerida, que incluye prueba del estatus del negocio, formularios de impuestos firmados, declaraciones de impuestos recientes y evidencia de dificultades financieras.

La Ciudad se reserva el derecho de solicitar documentación adicional si es necesario.

Las solicitudes estarán abiertas a partir del 17 de septiembre de 2025 y se procesarán por orden de llegada, mientras haya fondos disponibles. Los negocios interesados pueden revisar los requisitos y aplicar en línea en:

kissimmee.gov/reliefgrantsEmpieza
tu Proceso de Apoyo Empresarial

###

Manage

preferences |

Unsubscribe from all updates

Update your subscriptions, modify your password or email address, or stop subscriptions at any time on your

Subscriber Preferences Page. You will need to use your email address to log in. If you have questions or problems with the subscription service, please visit

subscriberhelp.govdelivery.com.

This service is provided to you at no charge by

City of Kissimmee, Florida. This email was sent to janette.martinez@kissimmee.gov using govDelivery Communications Cloud on behalf

of: City of Kissimmee, Florida • 101 Church Street, Kissimmee, Florida 34741

Coqui Kitchen Unclaimed

0 reviews

[Share](#)
[Review](#)
[Save](#)

Enhance this page - Upload photos!

[Add a photo](#)
[Overview](#) [Hours](#) [Location](#) [Reviews](#)

At a glance

+ Add hours

10 W Dakin Ave, Kissimmee, FL 34741

[Website](#) [+1 407-414-7311](#) | [Improve this listing](#)

Save this restaurant

[Save](#)



JANETTE MARTINEZ



407-414-7311



10 W DAKIN AVE.
KISSIMMEE, FL 34741



Coqui Kitchen

102 followers · 0 following · 27 posts

Coqui Kitchen

📍 Kissimmee, FL · 🏢 Kissimmee City Hall · 🎓 Full Sail University · 💵 \$ · ☎️ +1 407-414-7311

➕ Follow

📞 WhatsApp

All Photos Reels Mentions

Personal details

📍 Kissimmee, Florida

🗣️ Spanish (language) · English language

Details

★ Not yet rated (0 Reviews)

💵 \$

🕒 Open now

📍 10 W Dakin Ave , Downtown Kissimmee, FL, United States, 34741



Coqui Kitchen

Mar 18 •

...

<https://www.facebook.com/share/1LpakDUM28/?mibextid=wwXlfr>



Re-Elect Commissioner Janette Martinez

Mar 18 •

Friendly reminder! Tomorrow, Thursday, March 19 at 5:30 PM — join us at 3 Sisters Speakeasy (226 Broadway, Kissimmee) for my cam... more

Commissioner
**Janette
Martinez**

★ ★ ★

CAMPAIGN FUNDRAISER



Thursday, March 19



5:30 PM



3 Sisters Speakeasy
226 Broadway, Kissimmee, FL 34741



Help Us Reach the Finish Line

This campaign is powered by the people – not special interests and not monopolies. We are standing strong to protect our city's future and ensure independent leadership continues at City Hall.

- ✓ Reach every voter
- ✓ Share our message
- ✓ Protect our community
- ✓ Finish strong

CONTRIBUTION DETAILS

All donations must be made payable to:



Coqui Kitchen

Feb 19 · 🌐



407-414-7311



10 W DAKIN AVE.
KISSIMMEE, FL 34741

PRIVATE GROUP · 314 MEMBERS

Coqui Kitchen

JOIN



Coqui Kitchen

Jan 28 · 🌐



407-414-7311



10 W DAKIN AVE.
KISSIMMEE, FL 34741

PRIVATE GROUP · 314 MEMBERS

JOIN



Coqui Kitchen

Feb 19 · 🌐

...



407-414-7311



10 W DAKIN AVE.
KISSIMMEE, FL 34741

PRIVATE GROUP · 314 MEMBERS

Coqui Kitchen

JOIN



Coqui Kitchen

Jan 28 · 🌐

...



407-414-7311



10 W DAKIN AVE.
KISSIMMEE, FL 34741

PRIVATE GROUP · 314 MEMBERS

JOIN



Coqui Kitchen

Dec 15, 2025 · 🌐

...



407-414-7311



10 W DAKIN AVE.
KISSIMMEE, FL 34741

PRIVATE GROUP · 314 MEMBERS

Coqui Kitchen

JOIN



Coqui Kitchen

Dec 8, 2025 · 🌐

...



407-414-7311



10 W DAKIN AVE.
KISSIMMEE, FL 34741

PRIVATE GROUP · 314 MEMBERS

JOIN



Coqui Kitchen

Dec 15, 2025 · 🌐

...



407-414-7311



10 W DAKIN AVE.
KISSIMMEE, FL 34741

PRIVATE GROUP · 314 MEMBERS

Coqui Kitchen

JOIN



Coqui Kitchen

Dec 8, 2025 · 🌐

...



407-414-7311



10 W DAKIN AVE.
KISSIMMEE, FL 34741

PRIVATE GROUP · 314 MEMBERS

JOIN



Coqui Kitchen

Dec 1, 2025 · 🌐

...



Re-Elect Commissioner Janette Martinez

Dec 1, 2025 · 🌐

Join Commissioner Janette Martinez in the
Festival of Lights Parade!

¡Únete a la Comisionada Janette Martin... more

See translation



*Happy
Holidays*

From

COMMISSIONER

JANETTE MARTINEZ





Coqui Kitchen

Nov 27, 2025 · 🌐

...



407-414-7311



10 W DAKIN AVE.
KISSIMMEE, FL 34741

PRIVATE GROUP · 314 MEMBERS

Coqui Kitchen

JOIN





Coqui Kitchen

Oct 22, 2025 · 🌐

...



407-414-7311



10 W DAKIN AVE.
KISSIMMEE, FL 34741

PRIVATE GROUP · 314 MEMBERS

Coqui Kitchen

JOIN



Coqui Kitchen updated their cover photo.

...

Sep 19, 2025 · 🌐



Program Overview

Completed by kennycake28@gmail.com on 12/18/2025 5:30 PM

Case Id: 31159

Name: KMG PARTY DESIGNER - 2025

Address: 10 W Dakin Ave, KISSIMMEE, FL 34741

Program Overview

Please provide the following information.



The City of Kissimmee
Operation Business
Boost 2.0 Program

The City of Kissimmee
101 Church Street
Suite 500
Kissimmee, FL 34741
407-518-2544

economicdevelopment@kissimmee.gov

Program Description

The Business Boost 2.0 (BB2) grant program is a targeted small business assistance program created by the City of Kissimmee, designed to address lingering economic challenges from the COVID-19 pandemic. Its objective is to provide financial relief to small businesses in the city who continue to face financial hardship stemming from the Covid-19 pandemic, including but not limited to, decreased sales, increased operational costs, additional debt incurred to stay afloat, etc. BB2 will provide direct grants to eligible small businesses to help mitigate these financial burdens, ensuring they can remain viable and continue contributing to our local economy.

Eligible Applicants

Applicants must meet the following criteria:

- Be a for-profit entity, operating and having a physical location within Kissimmee city limits. Applicants must provide copy of the deed or commercial lease agreement for the business' brick-and-mortar physical location.
- Be a small business as defined by the SBA (e.g., fewer than 500 employees).
- Company must have been established before March 11, 2021
- One grant per company (regardless of number of company office sites). Main office will be used to calculate SF for this grant.
 - Owners of multiple businesses, all independent of each other and operating from different addresses (all located within the City of Kissimmee limits), can apply separately, one grant per business.
- Businesses with the same address operating from a multi-tenant building, including businesses under the same ownership, must demonstrate having a separate and distinct space within the building and support their respective square footage with a lease or other acceptable documentation. The same square footage cannot be counted in multiple applications.
- Must demonstrate financial hardship caused or exacerbated by COVID-19.
- Applicants must show proof of Financial Hardship between March 1, 2020 and December 30, 2024.
- Financial Hardship refers to economic challenges faced by individuals, households, businesses, or communities due to the COVID-19 pandemic. Funds distributed through ARPA are intended to provide relief and address those hardships.
- Examples of Financial Hardship could include, but not limited to, the following:
 - Material decrease in gross revenue in any calendar year between 2020 and 2023 compared to 2019

Home-Based Business	\$5,000
Companies with up to 2,500 SF	\$10,000
Companies 2,501 to 5,000 SF	\$15,000
Companies with over 5,001 SF	\$20,000

Disclaimers

Submitting an application does not guarantee an award. All applications will be reviewed based on program eligibility, completeness, availability of funds, and alignment with program goals. The City of Kissimmee reserves the right to approve or deny any applications at its sole discretion.

Grants awarded through the BB2 program are not loans and do not require repayment. However, recipients should be aware that grant funds may be considered taxable income under federal, state, or local laws. The City of Kissimmee does not provide tax advice, and it is the responsibility of each grant recipient to consult with a qualified tax professional or accountant to understand any tax implications associated with receiving this grant.

This grant program is administered on a first come, first served basis for correctly completed applications.

Grant funds are expected to be disbursed within approximately 4 to 6 weeks following approval, subject to processing requirements and verification.

B. Business Information

Completed by kennycake28@gmail.com on 12/18/2025 4:48 PM

Case Id: 31159

Name: KMG PARTY DESIGNER - 2025

Address: 10 W Dakin Ave, KISSIMMEE, FL 34741

B. Business Information

Please provide the following information.

B.1. Legal Name of Business

KMG PARTY DESIGNER

B.2. Fictitious Business Name (Doing Business As)

Kenny's Cake

B.3. Federal Employer Identification Number (FEIN)

Tax Information / Federal

B.4. Business Entity/Type

LLC

B.5. Business Address

10 W Dakin Ave KISSIMMEE, FL 34741

B.6. Business Phone Number

(407) 748-9620

B.7. Square footage

1511

B.8. Date started operations

04/19/2018

B.9. Is this a Home-Based Business?

No

B.10. Business Revenues in 2019

\$46,807.00

B.11. Number of Employees as of date of application

3

B.12. Does your business have more than one location in City of Kissimmee?

No

B.13. Main Location

Printed By: David Rodriguez on 4/3/2026

C. COVID-19 Impact

Completed by kennycake28@gmail.com on 12/18/2025 5:28 PM

Case Id: 31159

Name: KMG PARTY DESIGNER - 2025

Address: 10 W Dakin Ave, KISSIMMEE, FL 34741

C. COVID-19 Impact

Please provide the following information.

C.1. Was your business negatively impacted by COVID-19?

Yes

C.2. How was your business impacted by COVID-19? Please specify the revenue loss per calendar year from 2019 through December 30, 2024.

COVID-19 continues to negatively impact our business through increased operating costs, inconsistent customer demand, and limited cash flow.

C.3. How are the effects of COVID-19 still negatively impacting your business?

The effects of COVID-19 continue to negatively impact our bakery and beverage business through higher ingredient and supply costs, inconsistent customer traffic, and ongoing cash flow challenges. Supply disruptions and price increases have made it difficult to maintain consistent inventory and pricing. These ongoing impacts have slowed our recovery and limited our ability to fully return to pre-pandemic revenue levels.

C.4. Describe any steps you have taken to recover from these impacts.

We reduced expenses, adjusted pricing, improved operational efficiency, and carefully managed inventory and cash flow to support recovery.

C.5. Explain how this grant will help your business recover or stabilize.

This grant will help stabilize our business by covering essential operating expenses, improving cash flow, and allowing us to continue recovery toward long-term sustainability.

C.6. Provide any additional information about your financial hardship.

Our business continues to face financial hardship due to increased operating costs and limited cash flow, which has restricted our ability to reinvest in inventory, equipment, and growth.



20251218_165902.jpg
20251218_165932.jpg
20251218_165932.jpg
20251218_165955.jpg
20251218_165955.jpg
20251218_170020.jpg
20251218_170020.jpg
20251218_170059.jpg

☒ **Additional Documents**

20251218_165108.jpg

FACTS STATED IN IT ARE TRUE.

Applicant Name

Kenneth Machuca

Applicant Title

Owner

Applicant Date

12/18/2025

Applicant Signature

Kenneth Machuca

Electronically signed by kennycake28@gmail.com on 12/18/2025 5:53 PM

Is there a co-applicant?

No

Public Records Exemptions

Enclosed please find a copy of the response documents for your public records request. The following information is provided to explain the process employed to review and produce the response documents.

Reason	Description	Pages
Tax Information / Federal	F.S.S. 192.105(1) - Unlawful disclosure of federal tax information; penalty. It is unlawful for any person to divulge or make known federal tax information obtained pursuant to 26 U.S.C. s. 6103, except in accordance with a proper judicial order or as otherwise provided by law for use in the administration of the tax laws of this state, and such information is confidential and exempt from the provisions of s. 119.07(1).	5